

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
FIELD EVALUATION OF IN-LAKE TREATMENTS TO REDUCE WATER COLUMN  
PHOSPHORUS IN LAKE JESUP.  
REQUEST FOR QUALIFICATIONS 37042**

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., September 7, 2021. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Procurement Specialist, at 321-409-2156 or *ALucey@sjrwm.com*. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay, FL 32909.

Selection of the optimal approach for limiting whole lake recycling of sediment P for a water body the size and scale of Lake Jesup necessitates the phased testing that will evaluate 1) the efficacy of the chemical itself under controlled conditions, and 2) the performance *in situ*. This testing will evaluate each amendment’s effectiveness on reducing the sediment flux of P into the water column, the changes in fractionization of sediment P, the speed of effect and duration of effectiveness, the potential toxicity effects on aquatic organisms, and the cost. It was proposed to undertake this evaluation in a two-phased investigation: a phase 1 laboratory bench-scale assessment, and a phase 2 in-lake mesocosm trial. The phase 1 bench-scale assessment was completed in February 2021. The work associated with this scope of work is the Phase 2 in-lake mesocosm trial. The phase II work will evaluate the amendment’s effectiveness on reducing water column P concentration, the changes in fractionization of sediment P, the speed of effect and duration of effectiveness, the potential toxicity effects on aquatic organisms, and the cost in outdoor mesocosms.

The estimated budget for the project is \$280,000.

Special accommodations for disabilities may be requested through Amy Lucey, Procurement Specialist, at 321-409-2156 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

The District’s Evaluation Committee will meet at District headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to evaluate and rank Submittals as follows:

- 10:00 a.m. and 10:00 a.m., on September 17, 2021, to
  - Discuss the responses
  - Finalize the initial ranking
  - Determine a shortlist of Respondents and/or
  - Decide if oral presentations (by some or all of the Respondents) are necessary to assist in facilitating the evaluation process in determining a final recommendation and discuss negotiation strategies
- 10:00 a.m., September 20, 2021, to
  - Conduct oral presentations, if needed, at the District’s headquarters, immediately followed by an evaluation meeting to establish the final rankings

- Respondents selected for oral presentations will be notified in advance of the time established for their presentation
- If oral presentations are not required the District will commence negotiations with the top-ranked Respondent (based on initial rankings)
- 10:00 a.m., October 14, 2021 to
  - Negotiate final details and costs with the top-ranked Respondent (if oral presentations are required to determine a final recommendation) — after negotiations have been completed, all Respondents will be notified in writing of the staff's intended recommendation to the Governing Board

INSTRUCTIONS TO RESPONDENTS ..... - 4 -

1. **DEFINITIONS**..... - 4 -
2. **CONTRACT ADMINISTRATION**..... - 4 -
3. **WHERE TO DELIVER SUBMITTAL**..... - 4 -
4. **OPENING OF SUBMITTALS**..... - 4 -
5. **PREPARATION AND ORGANIZATION OF SUBMITTALS** ..... - 5 -
6. **INQUIRIES AND ADDENDA** ..... - 7 -
7. **BUDGET** ..... - 8 -
8. **MINIMUM QUALIFICATIONS**..... - 8 -
9. **SIGNATURE AND CERTIFICATION REQUIREMENTS** ..... - 8 -
10. **DISQUALIFICATION OF RESPONDENTS** ..... - 9 -
11. **REJECTION OF SUBMITTALS** ..... - 9 -
12. **WITHDRAWAL OF SUBMITTAL** ..... - 9 -
13. **EVALUATION AND AWARD PROCEDURES** ..... - 9 -
14. **EVALUATION CRITERIA** ..... - 11 -

FORMS ..... - 17 -

SUBMITTAL FORM..... - 17 -

PROPOSED SUBCONTRACTORS..... - 18 -

CERTIFICATE AS TO CORPORATION..... - 19 -

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL  
CONFORMANCE WITH SPECIFICATIONS ..... - 20 -

QUALIFICATIONS — GENERAL ..... - 21 -

QUALIFICATIONS — SIMILAR PROJECTS ..... - 22 -

QUALIFICATIONS — CLIENT REFERENCE ..... - 24 -

DRUG-FREE WORKPLACE FORM ..... - 25 -

NO RESPONSE FORM..... - 26 -

AGREEMENT ..... - 27 -

ATTACHMENT A — STATEMENT OF WORK..... - 44 -

ATTACHMENT B — INSURANCE REQUIREMENTS..... - 52 -

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample) ..... - 53 -

ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS..... - 54 -

## INSTRUCTIONS TO RESPONDENTS

### 1. 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 submittal provided by Respondent (the “Submittal”), and all required certifications and affidavits.

### 2. CONTRACT ADMINISTRATION

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

Amy Lucey, Procurement Specialist  
 Phone: 321-409-2156  
 Fax: 321-722-5357  
 Email: ALucey@sjrwm.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 concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

### 3. WHERE TO DELIVER SUBMITTAL

The Submittal must be submitted in a sealed envelope to:

Amy Lucey, Procurement Specialist  
 St. Johns River Water Management District  
 Palm Bay Service Center  
 525 Community College Parkway SE, Palm Bay, FL 32909

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: 37042  
 Opening Time: 2:00 p.m.  
 Opening Date: September 7, 2021

### 4. OPENING OF SUBMITTALS

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

2:00 p.m., September 7, 2021  
 St. Johns River Water Management District  
 Palm Bay Service Center  
 525 Community College Parkway SE, Palm Bay, FL 32909

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.

## 5. PREPARATION AND ORGANIZATION OF SUBMITTALS

Respondent must submit its response in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully completed documents on reproduced copies of the attached forms provided in FORMS:
  - a. Submittal Form
  - b. Certificate as to Corporation
  - c. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
  - d. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
  - e. Drug-Free Workplace Form (not required unless there is a tie)
2. All blank spaces on the Submittal Form shall be typed or legibly printed in ink.
3. 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):

Tab 1: Firm's and subcontractors' capabilities to conduct work as presented in the Statement of Work

- a) Certificate as to Corporation Form
- b) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- c) Qualifications Form — General
- d) Qualifications Form — Similar Projects
- e) Subcontractors Form
- f) Drug-Free Workplace Form (not required unless there is a tie)
- g) Qualification Form — Client References
- h) Has Respondent been certified by the state of Florida's Office of Supplier Diversity as a woman-, veteran-, or minority-owned business enterprise
- i) Has the applicant been certified as a small business, and if so, who provided the certification?
- j) Number of employees currently employed by Respondent and its subconsultants; and Respondent's and its subconsultant's average annual volume of work for the past three years

In addition to the above forms, the Respondent is responsible for providing evaluative documentation that it and its subcontractors (if any) possesses the qualifications, background, and experience necessary to perform the Work, including but not limited to:

- a) The project team should include a limnologist/biogeochemist with an advanced degree. Detail experience working in highly eutrophic aquatic systems related to P sediment flux will be ranked higher.
- b) Detail experience of the firm and key personnel (assigned to this project), and any subcontractors, in similar projects. Describe current and completed work performed by firm and key personnel on similar projects or projects that have utilized alternative methodologies, specifically:
  - 1) Details on experience in obtaining, processing and delivering end products . . . . .
- c) With regard to similar completed and current work, provide a written synopsis on
  - 1) problems encountered
  - 2) solutions employed to resolve problems, and
  - 3) lessons learned and how to avoid these issues in the future

Tab 2: Past and present experience on projects of this type

No forms are provided for this criterion — however, the Respondent is responsible for providing information to document its and its subcontractors' past and present experience

List two (2) completed P treatment technology projects where your firm, or subconsultant provided services to evaluate toxicity assessment and testing of treatment technologies (refer to Task 3 – Deliverables 1 and 2 in the Statement of Work) and explain the process that was utilized to determine whether to conduct bioassay testing. Consider which projects are most related to the type of services required for this project. In determining which projects are most related, consider size and complexity; how many members of the proposed team worked on the projects; and how recently the project was completed/started. List the projects in priority order, with the most related first.

List two (2) completed, *in-situ* lake mesocosms projects to document sediment nutrient flux and evaluate treatment amendment effectiveness in Florida, for which your firm, or subconsultant, has provided services which are most related to the type of services required for this project (refer to Task 2 – Deliverables 1 – 4 in the Statement of Work). In determining which projects are most related, consider size and complexity; how many members of the proposed team worked on the projects; and how recently the project was completed/started. List the projects in priority order, with the most related first.

List experience that your firm has with conducting literature reviews for toxicity assessments to identify factors that result in toxicity concerns in lakes of a similar nature to Lake Jesup. In determining your response, consider what experience relates to item (a) in this criteria.

For each of the above four listed projects, provide the following information: location, client contact information, final contract amount, original and actual (or projected) completion date, type of services provided, owner's contact person and telephone number, and the project manager and telephone number.

Submit a brief summary (not to exceed three pages) of the approach Respondent typically uses to accomplish similar projects within similar project timeframes. The project approach summary should include an outline of the steps, methods, and procedures utilized to complete projects as described in the Statement of Work. The project approach should reflect previous experience and current knowledge of the specifications, and other project components used in projects such as the one described in the Statement of Work.

Tab 3: Project Management

No forms are provided for this criterion — however, the Respondent is responsible for providing evaluative documentation that

Staff allocation to the project sufficient to complete project tasks on schedule  
Management methods to be used to manage staff time and budget for the primary and subconsultant firms

4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under Item “A” above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. All of the forms and questionnaires in the Request for Qualifications package are available upon request in Microsoft® Word to aid the Respondent in providing its Submittal in electronic format.
6. The file-naming conventions for the Submittal shall include:
  - a) Submittal: RFQ # Respondent’s name (abbreviated) Due Date  
(Example: RFQ \_\_\_\_\_ ABC Company 11-11-15)
7. The Submittal must include a separator page between each “Tabbed” section:
  - a) Example: Tab 1 – Background and Qualifications
8. All electronically submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive **MUST** be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed responses – **DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.**
9. **Please do NOT password protect your files.** The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

**If you need assistance or have any questions about the format, please email or call Amy Lucey at ALucey@sjrwmd.com or 321-409-2156.**

In the event you decline to submit a 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 Submittal.

## 6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Submittals in order to be considered. Requests may be submitted by fax at 321-722-5357 or by email at ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Submittals.

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

## 7. BUDGET

The estimated budget for the Work is \$280,000.00. The above 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 budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Submittals if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. 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.

## 8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (General, Similar Projects, and Client References) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Submittal may be considered non-responsive.

- a) Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two projects of a similar scope and minimum cost of \$250,000 for each 1) toxicity assessment and testing of treatment technologies (refer to Task 3 – Deliverables 1 and 2 in the Statement of Work ) and 2) *in-situ* lake mesocosms projects to document sediment nutrient flux and evaluate treatment amendment effectiveness in Florida (refer to Task 2 – Deliverables 1 – 4). In determining which projects are most related, consider related size and complexity; data collection and laboratory analysis methods, how many members of the proposed team worked on the listed projects; and how recently the project was completed. List the projects in priority order, with the most related first. For each of the above two listed projects, provide the following information: location, completion date, type of services provided. (*Use the District Similar Projects Form*)
- b) The project team should include a limnologist/biogeochemist with an advanced degree. Experience working with highly eutrophic aquatic systems related to P sediment flux and treatment amendments will be ranked higher
- c) Respondent must have no less than five years of experience on projects of the nature specified above.
- d) Respondent must be able to transport sediment samples to the Laboratory within a 12-hour period
- e) Respondent must provide three client references.

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

## 9. SIGNATURE AND CERTIFICATION REQUIREMENTS



An individual submitting a Response must sign his/her name therein and state his/her address and the name and address of every other person interested in the Submittal as principal. If a firm or partnership submits the Submittal, state the name and address of each member of the firm or partnership. If a corporation submits the Submittal, an authorized officer or agent must sign the Submittal, 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 Submittal or in substantial performance of the Work have been identified in the Submittal forms.

#### **10. DISQUALIFICATION OF RESPONDENTS**

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Submittal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Submittal;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

#### **11. REJECTION OF SUBMITTALS**

Submittals must be delivered to the specified location and received before the Submittal opening in order to be considered. Untimely Submittals will be returned to the Respondent unopened. Submittals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Submittal not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Submittal.

The District reserves the right to reject any and all Submittals and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

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

#### **13. EVALUATION AND AWARD PROCEDURES**

- a. Submittals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The committee members will meet at District headquarters or other location as appropriate to discuss the Submittals and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of Submittals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters or other location as appropriate.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all Submittals and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Submittals.
- d. Following the evaluation process, the District will submit the final ranking of Submittals to the Governing Board for approval, except for those instances in which the authority to 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 of Submittals.
- e. The Committee will meet to evaluate and rank the Submittals in the location(s), time(s) and date(s), stated at the beginning of this Request for Qualifications package.
- f. Contract negotiations will then commence with the Respondent submitting the highest-ranked Submittal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other Respondents in ranked order.
- g. The Agreement will be awarded to the Respondent having the highest ranked Submittal, which successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in this Request for Qualifications that the District deems in its best interest.
- h. If two or more Submittals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- i. The District reserves the right to award the Agreement to the next highest ranked and available 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.
- j. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

#### 14. EVALUATION CRITERIA

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

	<b>Criteria</b>	<b>Weight</b>
1	<b>Firm's and subcontractor's capabilities to conduct work as presented in the State of Work - Attachment A</b>  a) Knowledge of subject and project area b) Understanding of problems, objectives and work c) Laboratory NELAC certified under FDOH for proposed analytical methods d) Possession of equipment and availability e) Past performance of the firm, or its subcontractors, in general and proposed key project personnel on performance of contracts of this type. Not limited to past work with the District f) Ability to meet District needs and perform work on or ahead of schedule g) Availability of staff as a percent of time dedicated to this project	40%

	<p><b>Past and present experience on projects of this type</b></p> <p>a) List two (2) completed P treatment technology projects where your firm, or subconsultant provided services to evaluate toxicity assessment and testing of treatment technologies (refer to Task 3 – Deliverables 1 and 2 in the Statement of Work) and explain the process that was utilized to determine whether to conduct toxicity testing. Consider which projects are most related to the type of services required for this project. In determining which projects are most related, consider size and complexity; how many members of the proposed team worked on the projects; and how recently the project was completed/started. List the projects in priority order, with the most related first. District Similar Projects form.</p> <p>b) List two (2) completed, <i>in-situ</i> lake mesocosms projects to document sediment nutrient flux and evaluate treatment amendment effectiveness in Florida, for which your firm, or subconsultant, has provided services which are most related to the type of services required for this project (refer to Task 2 – Deliverables 1 – 4 in the Statement of Work). In determining which projects are most related, consider size and complexity; how many members of the proposed team worked on the projects; and how recently the project was completed/started. List the projects in priority order, with the most related first. District Similar Projects form.</p> <p>c) List experience that your firm has with conducting literature reviews for toxicity assessments to identify factors that result in toxicity concerns in lakes of a similar nature to Lake Jesup. In determining your response, consider what experience relates to item (a) in this criteria.</p> <p>d) For each of the above four listed projects, provide the following information: location, client contact information, final contract amount, original and actual (or projected) completion date, type of services provided, owner’s contact person and telephone number, and the project manager and telephone number.</p> <p>e) Submit a brief summary (not to exceed three pages) of the approach Respondent typically uses to accomplish similar projects within similar project timeframes. The project approach summary should include an outline of the steps, methods, and procedures utilized to complete projects as described in the Statement of Work. The project approach should reflect previous experience and current knowledge of the specifications, and other project components used in projects such as the one described in the Statement of Work.</p>	50%
3	<p><b>Project Management</b></p> <p>a) Staff allocation to the project sufficient to complete project tasks on schedule</p> <p>b) Management methods to be used to manage staff time and budget for the primary and subconsultant firms</p> <p>c) Willingness and ability to meeting time/budget constraints</p>	10%

Evaluation Rating Scale: 1 – 5:

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

0 – Non Responsive.....Information/documentation provided is not adequate for evaluation.  
The final selection of a Service Provider by the District will be based on the quote/qualifications which best meets the needs of the District. The District reserves the right to reject any or all Responses.

## EXECUTION OF AGREEMENT

Submittal of a Response binds the Successful Respondent to perform the Work upon acceptance of the 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:

- i) A completed Internal Revenue Service Form W-9
- ii) Satisfactory evidence of all required insurance coverage
- iii) Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- iv) 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.

## EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its 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.

## DIVERSITY

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

## 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 Request for Qualifications is intended to remain tangible personal property and not become part of a public work owned by the District.

## PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

#### USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

#### 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 Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

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

#### PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing

the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.



**FORMS**

**SUBMITTAL FORM**

Include this form in the response

RESPONDENT:

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

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

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

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

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

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

\_\_\_\_\_  
Respondent (firm name) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title \_\_\_\_\_  
Fax number

PROPOSED SUBCONTRACTORS

Include this form in the response

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

1. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
2. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
3. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
4. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
5. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
6. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

CERTIFICATE AS TO CORPORATION

Include this form in the response

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

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

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

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

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

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

(Official title)

(Affix corporate seal)

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

(Secretary)

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

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

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

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

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

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

Include this form in the response

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

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

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

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

\_\_\_\_\_ the Respondent that has submitted the attached submittal.

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

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

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

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

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

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

As part of the 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: \_\_\_\_\_

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

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

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

Total number of years Respondent has experience in similar Lake Sediment Charization (refer to task 1 in SOW), In-Lake Mesocosm Assessment and Treatment is work described in the INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_

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

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

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

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

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

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

## QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two similar projects within the five years immediately preceding the date set for receipt of the response, as described in the INSTRUCTIONS TO RESPONDENTS. Each project shall have had a project value of at least \$250,000.00. (Add additional sheet for optional additional completed projects.)

### **Completed Project 1:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Name(s) of assigned personnel:**

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

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

\_\_\_\_\_

### **Completed Project 2:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Name(s) of assigned personnel:**

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

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

\_\_\_\_\_

**Completed Project 3:**

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

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

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

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

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

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

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

**Completed Project 4:**

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

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

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

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

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

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

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

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

**Client Reference 1:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Client Reference 2:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Client Reference 3:**

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

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

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

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

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

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

\_\_\_\_\_

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



DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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

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

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

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

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

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

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
REQUEST FOR QUALIFICATIONS 37042

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

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME AND TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

**AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ TO/FOR  
FIELD EVALUATION OF IN-LAKE TREATMENTS TO REDUCE WATER COLUMN  
PHOSPHORUS IN LAKE JESUP.**

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 \_\_\_\_\_ (“Contractor”), 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, Contractor agrees to furnish and deliver all materials and perform all labor required for 37042, Field Evaluation of In-Lake Treatments to Reduce Water Column Phosphorus in Lake Jesup. (the “Work”). In accordance with RFQ 37042, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) 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 hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2023, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

**2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein, and shall correct errors or omissions without additional compensation. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District’s standard software products, which include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if approved by the District’s Project Manager. If the Statement of Work does not include assistance in litigation undertaken or defended by the District, Contractor agrees to testify and assist the District in any such litigation that is dependent upon or related to the Work, except suits or claims between the parties, at the hourly rate provided in the Statement of Work. This obligation shall survive termination or expiration of this Agreement.

- (b) Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for 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.
- (c) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District’s Project Manager at the frequency requested in a 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**

- (a) All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent, copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. 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 the 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.
- (b) The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books and plans that result from the Work shall become the sole property of the District. Contractor shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

**4. FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor \$280,000.00 (the “Total Compensation”). The parties may agree in writing to re-allocate funding from the amounts described below.

Fiscal Year: October 1, 2021 – September 30, 2022 .....	Amount: \$	\$140,000.00
Fiscal Year: October 1, 2022 – September 30, 2023 .....	Amount: \$	\$140,000.00

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

- (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 Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor 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) Contractor shall submit itemized invoices on a special basis for the work by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor 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, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor 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) Contractor’s name and address (include remit address, if necessary); (3) Contractor’s invoice number and date of invoice; (4) District Project Manager; (5) Contractor’s Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an

authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
  - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
  - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
  7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
  8. **INSURANCE.** Contractor 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. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
  9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

## 10. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

### DISTRICT

Pamela Livingston Way, Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, FL 32177-2571  
 Phone: 386-329-4426  
 Email: pway@sjrwmd.com

### CONTRACTOR

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

## 11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.

2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

## 12. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District’s Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor 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, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor’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 Contractor decline to perform the emergency change in the Work.

## 13. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor’s: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District’s sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days’ written notice to Contractor. In such event, Contractor shall be



compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving (and Friday), and Christmas Day.

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

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

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

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

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

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

**SUBCONTRACTORS:** Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

**TOTAL 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.

**14. ACCESS; WORK AREA; GATES**

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

**15. ASSIGNMENT AND SUBCONTRACTS.** Contractor shall not sublet, assign, or transfer any Work, involving more than 20% of the total cost of the Work, or assign any monies due or to become due

hereunder, without the District's prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

16. **ASSIGNMENT AND SUBCONTRACTS.** Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent; provided, however, that in all cases, if the proposed subcontractor is different than the team specified by Contractor in the contract award process, Consultant shall notify the District's Project Manager in writing and obtain the District's prior approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
17. **AUDIT; ACCESS TO RECORDS.** Contractor 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, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor 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., Contractor 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. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
20. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
21. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
  - (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District

contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

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

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

## 23. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor 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. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

24. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.
25. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**
- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor'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 Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.
26. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be

in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

27. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted 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.
28. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) 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 Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
29. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor 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 Contractor.
30. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In

the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.

31. **NUISANCE.** Contractor 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.
32. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
33. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
34. **PUBLIC RECORDS**
- (a) Contractor 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 Contractor 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 Contractor, 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, Contractor 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) Contractor 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. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
  - (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not

possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.

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

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

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

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

**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 Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third



party. 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) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
37. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor 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.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of

any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

- 39. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 40. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
- 41. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor’s work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director, or designee

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

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

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

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

Attachments:

Attachment A — Statement of Work/Technical Specifications

Attachment B — Insurance Requirements

Attachment C — District's Supplemental Instructions (sample)

Attachment D – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

ATTACHMENT A — STATEMENT OF WORK  
FIELD EVALUATION OF IN-LAKE TREATMENTS  
TO REDUCE WATER COLUMN PHOSPHORUS IN LAKE JESUP

I. INTRODUCTION AND BACKGROUND

Lake Jesup is a shallow, polymictic, hypereutrophic off-line lake of the middle St. Johns River, located in central Seminole County, with a surface area of approximately 8,120 acres. The lake receives stormwater runoff from much of Seminole County and parts of Orange County through direct inflows, or inflows through tributaries. The lake flows into the St. Johns River at its northeastern tip under the SR 46 Bridge.

Lake Jesup was included on the Florida Department of Environmental Protection's (FDEP) list of verified impaired waters in 2004, based on elevated concentrations of nutrients and unionized ammonia. Total Maximum Daily Loads (TMDLs) were established for the lake in 2006 for maximum sustainable annual loads of total nitrogen (TN) and total phosphorus (TP) (Gao, 2006). The ensuing Basin Management Action Plan (BMAP) allocated this load to 11 cities and towns, two counties, three transportation agencies, and agriculture.

The Lake Jesup BMAP Amendment recognized the importance of internal nutrient loading from enriched lake sediments to the perpetuation of high water column P concentrations, and has established an annual reduction target of 15,883 lbs/yr (FDEP, 2019). Stakeholders in the Lake Jesup TMDL now understand that a lake restoration strategy that relies solely on reduction of the external load will be prolonged, so are considering the viability of several alternative technologies for in-lake P recycling reduction through the inactivation of sediment upward flux of P.

Formal open Requests for Information (RFI) processes conducted by FDEP and SJRWMD identified a number of potentially viable technologies to reduce within-lake recycling of sediment phosphorus. This statement of work describes the general approach and phases of an evaluation to integrate this technology with other restoration proposals for Lake Jesup.

II. OBJECTIVES

Selection of the optimal approach for limiting whole lake recycling of sediment P for a water body the size and scale of Lake Jesup necessitates the phased testing that will evaluate 1) the efficacy of the chemical itself under controlled conditions, and 2) the performance *in situ*. This testing will evaluate each amendment's effectiveness on reducing the sediment flux of P into the water column, the changes in fractionation of sediment P, the speed of effect and duration of effectiveness, the potential toxicity effects on aquatic organisms, and the cost. It was proposed to undertake this evaluation in a two-phased investigation: a phase 1 laboratory bench-scale assessment, and a phase 2 in-lake mesocosm trial. The phase 1 bench-scale assessment was completed in February 2021. The work associated with this scope of work is the Phase 2 in-lake mesocosm trial.

### III. SCOPE OF WORK

#### Phase I. – Bench-Scale Assessment to test treatment cost-effectiveness

The phase I work was designed to recommend a prospective subset of treatments for in-lake evaluation. The laboratory bench-scale study tested a suite of treatments, identified in the Request for Information by the District in 2017 and updated in 2020, that were designed to reduce net P flux from the sediments to the water column. ViroPhos, Phoslock and Nclear TPX were tested at three different dosing levels within anoxic sediment cores. Each treatment amendment and dose combination were replicated. Sediment “controls” or untreated cores were also evaluated in the study.

The bench-scale assessment was designed to:

1. Refine an estimate for an effective application rate for a subsequent in-lake mesocosm study.
2. Evaluate the level of P immobilization for representative Lake Jesup sediments.
3. Describe the changes in lake sediment P fractions attributable to the treatment.
4. Quantify the statistical variance of the treatments such that estimates of the range in effectiveness can be derived.
5. Compare the material cost of the treatments for equivalent levels of sediment P immobilization.

The results of the bench-scale study concluded that of the three treatment amendments, ViroPhos outperformed both Nclear TPX and Phoslock at the three applied dosages and provided the most consistent level of P flux reduction. ViroPhos was also found to be the most cost-effective at reducing TP concentration (Wood, 2021).

#### Phase II – Field evaluation of in-lake treatments to reduce water column phosphorus

The phase II work will evaluate each amendment’s effectiveness on reducing water column P concentration, the changes in fractionation of sediment P, the speed of effect and duration of effectiveness, the potential toxicity effects on aquatic organisms, and the cost in outdoor mesocosms. Specifically, the phase II project will:

- 1) Characterize lake sediments to assess temporal changes in sediment characteristics as determined by Cable study (1997) and the more recent work by ERD (2014).
- 2) Evaluate the effectiveness of treatment technologies as mentioned above and as recommended in the Phase I bench-scale assessment in lake mesocosms to assess potential limitations in more realistic, complex in-lake conditions,
- 3) Review and evaluate potential adverse side-effects of the technology arising from toxicity or causticity;

Details of the specific scope will be finalized following negotiation with the contractor. The selected contractor is responsible for 1) all amendments to be used in the evaluation; 2) all the necessary equipment to execute the work; 3) be prepared to begin work after the contract is approved and signed by the Governing Board; and 4) submit quarterly progress reports describing the work performed during the reporting period (March, June, September and December).

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

#### IV. TASK IDENTIFICATION

##### Task 1 - Lake Sediment Characterization

Studies by Cable et al. (1997) and ERD (2014) described the spatial variability in soft, unconsolidated sediment depth and sediment composition in Lake Jesup. These studies indicated substantial variation in soft sediment depth and P concentration, sufficient to consider a spatially tailored application rate to optimize the utilization of amendments to reduce P flux. This variability is shown in Figures 1 and 2, indicating thicker soft sediments and higher sediment P concentrations in the western lobe, and along the southern shoreline. This variability also provides information for selection of lake regions for the placement of in-lake mesocosms.

This project task will re-sample the lake spatial grid established by Cable et al. (1997) and compare the results to the sediment P contents determined by that study and the more recent work by ERD (2014), to assess changes in relevant sediment characteristics, and to calibrate the P inactivation amendment application rate using sediment analytical methods consistent with those applied in Phase I of this study. This lake sediment characterization should follow the field methods described and applied by ERD (2014) regarding soft sediment thickness measurement. Samples of the top 10 cm of soft sediments should be analyzed following the general characterization and P fractionation methods listed in Tables 1 and 2.

Figure 1. Lake Jesup Soft Sediment Thickness. From Cable et al. (1997).

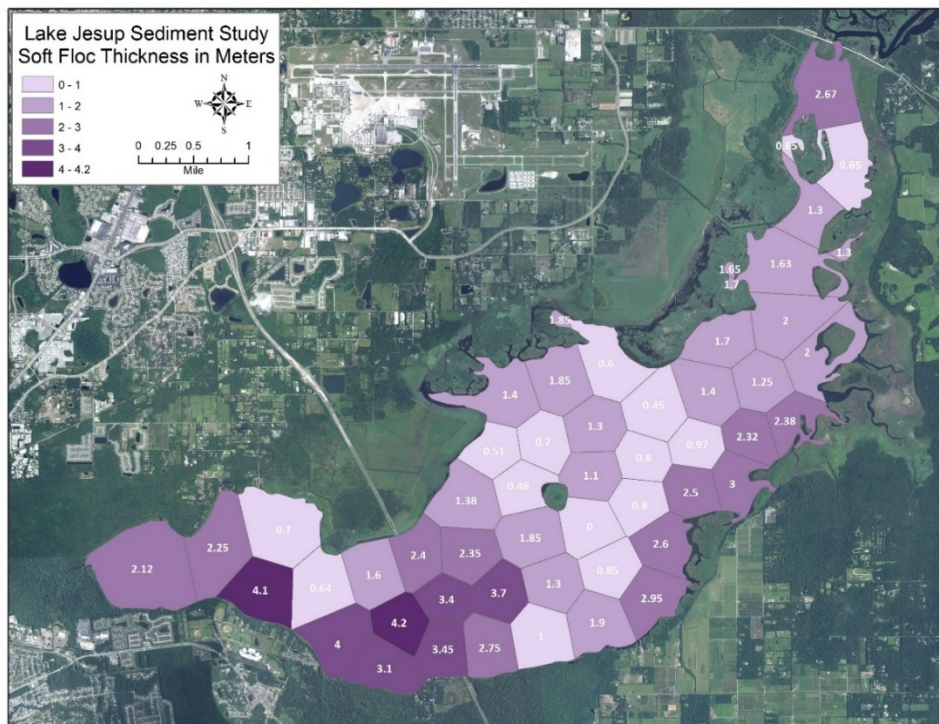


Figure 2. Lake Jesup Sediment Total Phosphorus Distribution. From Cable et al. (1997).

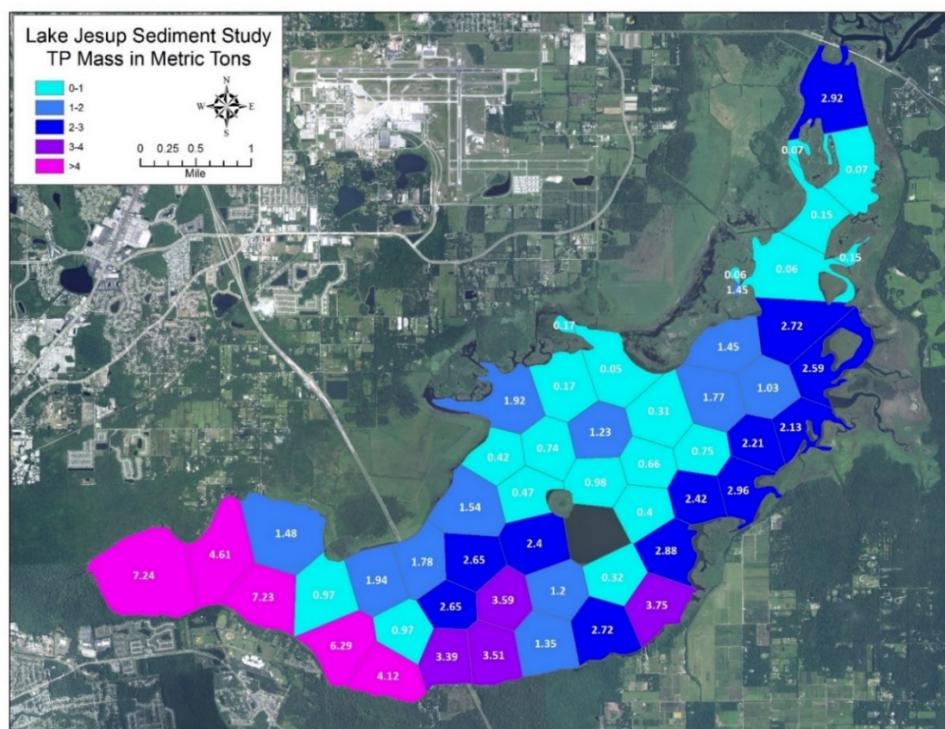


Table 1. Overview of operational sediment phosphorus (P) fractions based on sequential sediment P-extraction procedures. From Meis et al. (2012).

Operational fraction	Expected P species in fraction	Driver of P release	Seasonality of P release	Likelihood of release
'Labile P'	Directly available P; pore water P; loosely bound or adsorbed P	Desorption; diffusion; steep concentration gradients	I, II, III, IV	High
'Reductant-soluble P'	P bound to Fe-hydroxides and Mn-compounds	Anoxia	III, IV	High
'Organic P'	Allochthonous/autochthonous material; detritus	Mineralisation (temperature)	III, IV	Medium/high
'Metal-oxide adsorbed P'	P adsorbed to metal oxides (mainly Al, Fe); P exchangeable against OH <sup>-</sup>	High pH (e.g. photosynthetic activity)	III, IV	Medium/high
'Apatite bound P'	P bound to carbonates and apatite P	Low pH	—	Medium
'Residual P'	Refractory compounds		—	Low

Table 2. General Sediment Characterization Parameters and Methods.

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

Deliverables: Phase II Part A. Sediment Characterization:

1. Coordinates for sediment thickness and samples for sediment characterization.
2. Tabulated data for sediment thickness and sediment characterization results.
3. Comparison to previous results from Cable et al. (1997) and ERD (2014).
4. Maps of relevant sediment characteristics.

#### Task 2 - In-Lake Mesocosm Assessment and Treatment Cost Estimate

This task entails the application of the P-immobilization treatment technology in *in-situ* lake mesocosms. Mesocosms cordon-off a vertical column of the lake, from the bottom sediments to water surface, allowing the testing of a chemical amendment under conditions of natural sunlight, temperature, rainfall, wind, and wave action. It is recommended that Mesocosms have a minimum 1 m inner diameter and installed in the lake sediments at approximate depth of 20 cm.

The mesocosms should:

- be large enough to enclose a population of phytoplankton and zooplankton representative of that resident in the lake at large; and,
- be instrumented with an *in-situ* water quality monitoring sondes at 0.5 m water depth to measure continuous temperature, pH, dissolved oxygen, and orthophosphate.

Lake sediment at the site of the mesocosms should undergo the basic characterization and P fractionation described in Table 1 as was done under the phase 1 core study prior to the experiment, and within the mesocosm at the conclusion of the experiment. Replicates and controls (i.e., more than one enclosure per treatment, and enclosures without any treatment) should be included in the experimental procedure.

The phase I bench assessment should be used to guide the treatment application level, though mesocosm applications should adhere to any other protocols specified by the manufacturer or vendor regarding method of dispersion or simultaneous monitoring of incidental conditions. To keep overall costs reasonable, mesocosm experiments can be done in succession, reusing and relocating mesocosms for alternative treatments or replicates. Experiments should be performed over the spring and early summer when phytoplankton production is high, and instances of water column temperature density stratification are the greatest.

Mesocosms experiments should characterize two lake zones, so that two modes of sediment P flux can be assessed: 1) turbulent flux, more common to shallower depths, in which fine particulate organic P is



advected into the water column, and 2) diffusive flux, more associated with deeper depths, in which sediment anoxia-triggered desorption allows diffusion of inorganic P into the water column. Water chemistry within and outside of the mesocosms should be measured prior to the additions of the chemical amendment, and at regular intervals thereafter for the duration of the experiment. Sampling intervals can be variable to account for phases of the amendment activity that are more rapid.

Data analysis for the mesocosm experiment should examine the overall reduction in water column P forms, in both concentration and mass, both for the continuous orthophosphate data and intermittently collected total, dissolved and particulate (by difference) P. Changes in phytoplankton and zooplankton biomass and composition should be assessed, as well as nitrogen forms, hardness and alkalinity, major ions and trace metals. Departures from the expected results relative to the Phase 1 core study should be noted.

The areal cost (\$/acre) of lake treatment should be revised to adjust for variables not encountered in the lab core cost analysis. This cost analysis should address all costs including, but not limited to: material costs, transportation costs, cost associated with the rental or purchase of staging areas, application, control monitoring, fuel, permits, insurance, labor, consultancy, etc. A relationship should be derived that describes the cost continuum from the current lake water column TP concentration to the target concentration of 0.090 mg P/L.

Deliverables: Phase II Part B. In-Lake Mesocosm Assessment and Treatment Cost Estimate

1. Report detailing approach, construction and placement of mesocosms, locations and times of deployment, pertinent weather conditions and photographs.
2. Results in electronic spreadsheets for each treatment and deployment by zone.
3. Analysis of results describing treatment effectiveness for each zone, pertinent environmental conditions affecting results, and obstacles encountered.
4. Revision of cost estimates from Phase I reflecting requirements for actual in-lake application.

### Task 3 - Toxicity Assessment

The potential toxicity of active constituents for the applicable technologies has been examined in numerous studies, which have established the dosing levels and application rates without adverse consequence (Table 3). Nonetheless, Spears et al. (2013) in their study of lake responses following lanthanum-enriched bentonite clay (Phoslock©) recommended:

*“To reduce uncertainty when considering the potential ecotoxicological impacts of a Phoslock© application at sites for which the risks can be identified (e.g. very low alkalinity, low phosphate), it is recommended that a phased experimental approach be employed which begins with laboratory based trials on indicator organisms, and where an acceptable impact is reported, is followed by in situ mesocosm trials to assess impacts on populations and ecosystem functioning prior to full ecosystem application (Mayer-Pinto et al., 2010).”*

The specific details of toxicity testing should be delineated after the completion of the first phase of the project, in consultation with the appropriate regulatory authority, so that it can be carried out coincident with the phase 2 mesocosm study. Testing shall conform to the guidelines provided in EPA-600-R99-064, *Methods for Measuring the Toxicity and Bioaccumulation of Sediment-Associated Contaminants with Freshwater Invertebrates*, and EPA-821-R-02-012, *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*.

Sediment and water column toxicity evaluations shall be performed for all amendments, for both endemic planktonic and benthic organisms. A review of the pertinent literature should precede the assessment to identify the combination of factors germane to the Lake Jesup application that could result in toxicity concern. If the literature review indicates an intersection of physical, chemical, and biological factors which could occur in the Lake Jesup application, a specific bioassay should be designed and undertaken to assess the potential impact to sensitive organisms.

Table 3. Summary of Results from acute toxicity assays for organisms in which the stressor was reported as either half maximal effective concentration (EC50) or no observed effect concentration (NOEC) for filterable lanthanum or Phoslock © concentrations. From Spears et al (2013).

Test organism	Reported stressor	EC50 (mg L <sup>-1</sup> )	NOEC (mg L <sup>-1</sup> )	Test duration	Reference
<i>Zooplankton</i>					
<i>Daphnia carinata</i>	FLa	0.04–1.18		48 h	Barry and Meehan, 2000
<i>Daphnia magna</i>	FLa	23		48 h	Sneller et al., 2000
<i>Ceriodaphnia dubia</i>	FLa	5.00	2.60	48 h	Stauber and Binet, 2000
<i>Ceriodaphnia dubia</i>	FLa	0.08		48 h	Stauber, 2000
<i>Daphnia magna</i>	Phoslock®	871–1557	100–500	5 day	Lürling and Tolman, 2010
<i>Daphnia magna</i>	Phoslock®	>50,000		48 h	Martin and Hickey, 2004
<i>Daphnia magna</i>	Phoslock®	4900		48 h	Watson-Leung, 2008
<i>Ceriodaphnia dubia</i>	Phoslock®	>50		48 h	ECOTOX, 2008
<i>Ceriodaphnia dubia</i>	Phoslock®	>1		7 day	ECOTOX, 2008
<i>Brachionus calyciflorus</i>	Phoslock®	154	100	48 h	Van Oosterhout and Lürling, 2012
<i>Fish</i>					
<i>Melanotaenia duboulayi</i>	FLa	<600		96 h	Stauber and Binet, 2000
<i>Onorhynchus mykiss</i>	Phoslock®	>13,600		48 h	Watson-Leung, 2008
<i>Macroinvertebrates</i>					
<i>Hyelella asteca</i>	Phoslock®	>3400		14 days	Watson-Leung, 2008
<i>Hexagenia</i> sp.	Phoslock®	>450		21 days	Watson-Leung, 2008
<i>Chironomus zealandicus</i>	Phoslock®	>450		38 days	Watson-Leung, 2008
<i>Chironomus zealandicus</i>	Phoslock®	>400	400	38 days	Clearwater, 2004

#### Deliverables: Toxicity Assessment

1. Literature review for toxicity testing pertinent to the technologies included in the Lake Jesup evaluation.
2. If needed, bioassay results for vulnerable conditions potentially encountered in Lake Jesup.

## BUDGET

Phase	Description	Funds	Source	Duration
II	Sediment and In-lake Treatment Assessments	\$300,000	FDEP	Oct. 2021 – Sept. 2023

## SCHEDULE

Phase II work elements are expected to begin in FY-21 and completion date in FY-23.

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

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

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

Spears, B. M. et al. 2013. Lake responses following lanthanum-modified bentonite clay (Phoslock) application: An analysis of water column lanthanum data from 16 case study lakes. *Water Research* 47: 5930-5942.

Wood, 2021. Lake Jesup: In-Lake Phosphorus Reduction Phosphorus Technology Update and Evaluation (Task 1-5) Final Report, Wood Project No. 600698, Contract 35445, St. Johns River Water Management District, Palatka, FL.

## ATTACHMENT B — INSURANCE REQUIREMENTS

shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement 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. Contractor 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 Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (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 a(n) **project** aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Umbrella Liability** \$2,000,000
- (d) **Automobile Liability** \$500,000 combined single limit.
- (e) **Watercraft Liability.** \$1,000,000 (each occurrence) for bodily injury and property damage.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Pamela Livingston Way, Project Manager

CONTRACT NUMBER: 37042

CONTRACT TITLE: Field Evaluation of In-Lake Treatments to Reduce Water Column Phosphorus in Lake Jesup.

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

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

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

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

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

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

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

Pamela Livingston Way, District Project Manager

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

Amy Lucey, District Procurement Specialist

c: Contract file  
Financial Services

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

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

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

- Salaries: 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.
- Fringe Benefits: 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.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- Travel: 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.
- Other direct costs: 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 the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.
- In-house charges: 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.
- Indirect costs: 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: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)