

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: CONTRACTS ADMINISTRATION (MAIL CODE: PUR)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #2
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: ELLEN CUARTA, CONTRACTS ADMINISTRATOR
Phone: 352-796-7211, Ext. 4105 FAX: 352-754-6884 E-mail: Procurement@swfwmd.state.fl.us

POSTED DATE: August 13, 2010 at 3:30 p.m. Page 1 of 17	PROPOSALS WILL BE OPENED: September 16, 2010 at 2:30 p.m., and may not be withdrawn for 90 days after this date.
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PRE-PROPOSAL CONFERENCE/SITE VISIT: NONE

TITLE: RFP 018-10 Three Sisters Treatment Wetland

SPECIFICATIONS: Professional engineering and environmental services to provide conceptual and final design, permitting, bid preparation, and construction management of a stormwater treatment wetland, to be constructed on the Three Sisters parcel in Crystal River.

Respondent Name:	Reason for No-Bid
Mailing Address:	
City-State-Zip:	

Telephone Number () -	FAX Number () -	Toll-Free Number () -
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E-mail address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

We the above signed, as respondents hereby declare that we have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Request for Proposals and certify that we are authorized to sign this proposal for the respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS # 018-10
THREE SISTERS TREATMENT WETLAND

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PART I - GENERAL CONDITIONS

1.1 PURPOSE. The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS. "Respondent" will mean any contractor, consultant, organization, firm, college or university, or other person submitting a response pursuant to page 1 of this RFP. "District" will mean the Southwest Florida Water Management District, which is the issuing agency.

1.3 DEVELOPMENT COST. Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

1.4 CHANGES, DELAYS, AND ADDENDA. The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District. Any changes, delays or addenda related to this RFP issued by the District will be sent to all persons/firms recorded as having received the original RFP.

Persons/firms receiving the RFP from the District's Internet web site (<http://www.watermatters.org/procurement>) will be responsible to recheck the web site for any changes, delays, or addenda related to this RFP.

1.5 PRE-PROPOSAL CONFERENCES.

MANDATORY: The District considers mandatory pre-proposal conferences to be critical to understanding the proposal requirements and to be an efficient method of addressing questions. Therefore, representation at pre-proposal conferences is mandatory in order to qualify as a respondent.

Portions of conferences may be recorded, however, minutes will not be produced or distributed.

1.6 RULES FOR PROPOSALS. Two or more firms may combine for the purpose of responding to this RFP providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

1.7 CONTINGENCY FEE. The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award. For breach or violation of this provision, the District will have the right to terminate this award without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROPOSAL FORMAT. In order to assist the District's review process, proposals should be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

1.8.1 Sign and Return the Request for Proposals Form (Cover Sheet)

1.8.2 Letter of Transmittal - This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.8.3 Organizational Profile and Qualifications - This section of the proposal should provide:

1.8.3.1 A description of your organization, including location(s), size, range of activities, project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field.

1.8.3.2 Three (3) references from your recent projects similar in scope and complexity to this Project. Include a contact name, address, and telephone number, a brief description of the work performed, Respondent's total fees and man-hours, start and end dates, and list the names and roles of the key team members proposed for this Project.

1.8.3.3 Resumes of key team members, including years of experience, years with the Respondent, physical location, relevant software proficiency and significant accomplishments.

1.8.3.4 The following information to verify that the Respondent's business and engineers, and any other engineers or surveyors and mappers, working on this project, are licensed to provide the applicable professional services in the State of Florida [Chapter 471, 472 Florida Statutes (F.S.)]:

- (i) current business "certificate of authorization" number;
- (ii) name(s) and Florida professional engineer (P.E.) license number(s) of the engineer(s) working on the Project.

1.8.4 Volume of Work - List all work awarded to the Prime Respondent and any Sub-Respondent(s), including acquisitions, by the District for the previous three (3) years. Include the project's name, a brief project description and the amount of compensation for each respective respondent. Respondents must certify as to the accuracy of the volume of work information, which is subject to Paragraph 1.14 below.

1.8.5 Scope of Work - This section of the proposal should explain the Scope of Work as you understand it and detail your approach, time schedule, activities, and work products.

1.8.6 Cost/Fees - Costs will not be submitted with your proposal. Compensation will be negotiated with the most qualified firm(s) based on Part V, Evaluation Procedures, of this Request for Proposals and Section 287.055, F.S.

1.8.7 Additional Data - Since data not specifically requested should not be included in the previous sections of the proposal, give any additional information which you feel is pertinent for consideration.

1.8.8 Oral Presentations - At its discretion, the District may request any Respondent to also make an oral presentation of the proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.9 PROPOSAL OPENING. Proposal opening will be public, on the date and at the time specified on the proposal form. It is the Respondent's responsibility to assure that his/her proposal is delivered at the proper time to the specified location. Proposals

which for any reason are not so delivered will not be considered.

Proposals MUST be identified with the RFP number and "Sealed Bid - Do Not Open" marked on the sealed envelope. If proposals are sent via Express Mail, proposal pages MUST be placed in a sealed envelope properly identified within the Express Mail envelope. No responsibility will attach to the District or any official or employee thereof for the preopening of, postopening of, or the failure to open a proposal not properly addressed and identified as required. Offers by telegram, telefax or telephone are not acceptable.

1.10 TECHNICAL QUESTIONS. All questions should be presented in writing to the Contracts Administration Section at Procurement@swfwmd.state.fl.us, the address as stated in the paragraph named "Correspondence," or faxed, followed by a written confirmation, to the Contracts Administration Office FAX number at 352-754-6884 for receipt no later than ten (10) working days prior to the proposal opening. Inquiries must reference the date of proposal opening, and proposal title and number.

1.11 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

1.12 PROPOSAL WITHDRAWAL. Proposals may be withdrawn by written notice signed by the same person who signed the RFP form and received at any time prior to the opening. Proposals may be withdrawn in person by Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.

1.13 PUBLIC AVAILABILITY OF RECORDS. Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFP will be subject to

the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act.

Pursuant to Subsection 119.071(3)(b)1, F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and subsection 24(a), Art. I, of the State Constitution. Information made exempt by Subsection 119.071(3)(b)1, F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information.

1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS.

Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP.

1.15 NOTICE OF DECISION. The notice of decision will be posted for review by interested parties on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

1.16 PROTESTS. Any Respondent who protests the specifications, decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

1.17 CONTRACT INFORMATION. The contents of the proposal of the successful Respondent(s) will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent(s) to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract(s) resulting from this RFP and venue will lie in Hernando County, Florida. The District will have

the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least three (3) years following completion date. The selected Respondent(s) will also be required to comply with all applicable laws, rules, regulations and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract.

1.18 TRUTH IN NEGOTIATION. Any lump-sum or cost-plus-a-fixed-fee contract resulting from this Request for Proposals will require the contractor to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. A contract of this type will also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such contract adjustments will be made within one (1) year following the end of the contract.

1.19 INDEMNIFICATION. The Respondent agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance under any contract resulting from this RFP.

1.20 WITHHOLDING PAYMENT. The District may retain and hold so much of the payments due the Respondent under any resulting contract it considers necessary until any actions, causes, claims, demands, judgments, losses, payments, recoveries, or suits have been settled and acceptable evidence to that effect has been furnished to the District.

1.21 RETAINAGE. Depending upon the project specific section (Part III) of this RFP, any contract(s) resulting from this RFP may require that the District withhold ten percent (10%) of each invoice as final payment for the work performed. Final payment will be made upon satisfactory completion and acceptance of the Respondent's performance by the District.

1.22 TERMINATION. Unless otherwise agreed to by the District, any contract resulting from this RFP may be terminated by the District without cause upon ten (10) days written notice. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated

basis and which are within the Scope of Work, are documented in the budget, and are allowed under the Agreement.

1.23 LAW COMPLIANCE. The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFP. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFP.

1.24 AMERICANS WITH DISABILITIES ACT (ADA). The District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act, should contact the Finance Administrative Supervisor at 352-796-7211 or 1-800-423-1476 (Florida Only), extension 4121; TDD ONLY 1-800-231-6103; FAX 352-754-6876.

1.25 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.26 DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

1.27 CORRESPONDENCE. Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

Contracts Administration Office (PUR), Building 2
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this Request for Proposals will be sent to the Respondent at the address listed on the Proposal Response form.

CCNA rev. 10/07/09

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The Southwest Florida Water Management District (District) hereby solicits proposals from qualified consultants to provide the following professional services:

Conceptual level design, final design, environmental permitting, bid preparation, and construction management of a stormwater treatment wetland, to be constructed on the Three Sisters parcel in Crystal River.

To be considered, **one (1) original and three (3) copies** of a proposal **must** be received by the Contracts Administration Office (PUR), Building 2, at Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, by **2:30 p.m., Eastern Time, on Thursday September 16, 2010. All visitors must report to the lobby of Building 4 to sign in and be issued a visitors badge.**

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from respondents for clarification purposes. At the discretion of the District, respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this Request for Proposals.

The District anticipates the cost of design, permitting and bid preparation will not exceed \$100,000.

This Request for Proposals is in accordance with and pursuant to Section 287.055, F.S., "Consultants' Competitive Negotiation Act" (CCNA).

- 2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

- 2.3 TERM OF CONTRACT.** The expected term of the contract resulting from this Request for Proposals will be two (2) years from the execution date.

- 2.4 PROPOSAL CALENDAR.** The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposals issued by the District

August 13, 2010

General Request for Proposals questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time.

Technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) working days before the opening date. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

All District contact must be through the Contracts Administration Office, Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4132; fax number 352-754-6884; E-mail: Procurement@swfwmd.state.fl.us.

Due date for respondents to submit proposals (2:30 p.m.)

September 16, 2010

Notice of Decision, anticipated posting date

October 22, 2010

Notice of decisions are posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

Contract date

As soon as practicable

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. The Surface Water Improvement and Management (SWIM) Act of 1987 was enacted by the Florida Legislature in order to restore and preserve surface water bodies of regional and/or statewide significance. Kings Bay is one of ten SWIM waterbodies within the Southwest Florida Water Management District (District). Within Kings Bay, the Three Sisters Springs complex and associated land parcel represents one of the last large undeveloped areas along the eastern portion of Kings Bay. The 57-acre site recently came into public ownership through a joint effort of the Florida Communities Trust, United States Fish and Wildlife Service (USFWS), the City of Crystal River, the District, and other public and private contributors. As part of this transaction, the District purchased a 30 percent interest in the Three Sisters parcel. The parcel contains 45 acres of uplands and 12 acres of wetlands including three springs. The site lies within the Crystal River National Wildlife Refuge and previously was dominated by wetlands that benefitted Kings Bay. In the 1970s, the site was cleared and spoil from a borrow pit excavated on the property was used to fill the wetlands. The site is currently dominated by grasslands and the borrow pit, with a narrow strip of remnant hardwood swamp fringing much of the perimeter of the property.

Stormwater from adjacent commercial and residential zones empties into the project area via a series of four stormwater pipes; collectively these pipes drain more than 100 acres. These stormwater pipes discharge into a tidally influenced canal that provides the outlet for the Three Sisters Springs complex and is a primary tributary of Kings Bay. Currently, the only treatment that this stormwater receives comes from continuous deflective separation units that remove sediments and floatable debris. The subject of this Request for Proposal involves conceptual design, design, environmental permitting, bid preparation and construction management of a treatment wetland to intercept and treat stormwater within the project area before it is discharged into Kings Bay. Because the Three Sisters parcel will be managed by the USFWS and much of the land restored and devoted to educational and recreational activities, the treatment wetland will be integrated into the natural landscape. It is likely that a trail system will flank the treatment wetland to facilitate observation of birds and other wildlife as well as allow for educational kiosks that describe wetland function.

A 2007 natural color aerial photograph showing the Three Sisters parcel and surrounding area is provided as Attachment 1.

3.2 WORK OBJECTIVE. The primary objective of this project is the development of a conceptual level design, final design, environmental permitting, bid preparation and construction management for a treatment wetland that will capture and treat stormwater that currently discharges into the project area. The wetland will be integrated into a landscape that will be restored and utilized for recreation and environmental education. The successful respondent hereinafter referred to as the Consultant, will have expertise in treatment wetland design, construction management, and karst/spring systems. The Consultant will be expected to participate in a kickoff meeting and conduct site visits; collect and summarize existing data; describe the quality and quantity of stormwater entering the project area; and develop and present a conceptual plan for a treatment wetland on the Three Sisters property.

3.3 SCOPE OF WORK. The Scope of Work for the Project has been subdivided into four individual work elements consisting of the Conceptual Level Design (Phase I), Final Design and Environmental permitting (Phase II), Construction Services (Phase III), and General Administration.

3.3.1 PHASE I - CONCEPTUAL LEVEL DESIGN.

- 3.3.1.1 Project Kickoff and Site Visit.** The Consultant will attend a project kick-off meeting with the District and partners to review the overall project objectives, scope of work, primary and secondary contacts for each organization, project schedule, meeting schedule, and to request specific information from the District and partners. During the kickoff meeting, the District and partners will discuss concepts for the utilization of the Three Sisters parcel. Detailed minutes of the kickoff meeting will be prepared by the Consultant and distributed to all parties attending the meeting. The Consultant will also conduct a site visit in conjunction with District staff and project partners. The site visit will be used to familiarize the Consultant with site conditions and characteristics of source water.
- 3.3.1.2 Assembly and Summary of Existing Data.** The Consultant will collect and review available information regarding the project site and contributing watershed. Agencies and organizations to be contacted include, but are not limited to, the District, the City of Crystal River, Florida Department of Transportation, and the former property owner (Three Sisters Holdings, LLC). Information to be collected will include, at a minimum, engineers reports, construction plans, specifications, and permit documents for existing stormwater facilities in the project area; geotechnical and hydrogeological reports; topographic and aerial photography data for the project area, including watershed delineation; hydrologic data (rainfall, historical flow, stage, water quality) for the canal adjacent to Three Sisters Springs, Three Sisters Springs, nearby surface water stations, and groundwater monitoring wells; land use/land cover for the Three Sisters parcel and contributing watershed; and existing wetland, wildlife, and vegetation data for the Three Sisters parcel. The Consultant will summarize existing data to be used in the development of the conceptual plan.
- 3.3.1.3 Stormwater Characterization.** The Consultant will develop estimates of the quality and quantity of stormwater using land use/land cover data for the contributing watershed for the canal. The analysis will be based on a simple runoff model and Florida event mean concentrations from similar land uses.
- 3.3.1.4 Treatment Wetland Conceptual Plan.** The Consultant will develop a conceptual-level plan for a stormwater treatment wetland to be placed on the Three Sisters parcel. The conceptual plan will provide a reasonable concept for moving forward into preliminary engineering of the project and will incorporate information developed in previous tasks. The plan will be prepared and submitted as a draft for review by the District and its partners. The consultant will finalize the plan following receipt of review comments and will submit a finalized document to the District as a deliverable. The plan will be in narrative format and will include, at a minimum, the elements detailed below:
- 3.3.1.4.1** Summary of project goals, including wetland creation, water quality expectations, wildlife habitat creation and maintenance, and public use considerations.
 - 3.3.1.4.2** A conceptual layout of the proposed plan. The layout will be overlain onto an aerial photograph and include, at a minimum, the following project elements: constructed wetlands with inlet and outlet structures; wildlife habitat enhancements associated with the wetland; walking/biking trail access and suggested locations for educational kiosk(s).
 - 3.3.1.4.3** Estimates of project benefits/impacts, including volumetric treatment capacity; water quality performance for nitrogen, phosphorus, and total suspended solids; wildlife habitat quality; and public use and education.

3.3.1.4.4 Conceptual level cost estimate and an evaluation of anticipated permitting issues.

3.3.1.5 Treatment Wetland Conceptual Plan Presentation. The Consultant will present the results of the previous tasks to the District and partners as a formal presentation and will answer questions about the proposed project. An electronic copy of the presentation will be provided to the District.

3.3.2 PHASE II - FINAL DESIGN AND ENVIRONMENTAL PERMITTING

3.3.2.1 Regulatory Coordination. Subsequent to the submittal of the 60 percent plans, the Consultant will attend a pre-application meeting with Florida Department of Environmental Protection (FDEP) regulatory staff, the City of Crystal River, USFWS, Florida Department of Transportation (FDOT) and the United States Army Corp of Engineers to discuss the permitting of the Project. This coordination may include tree impacts, site clearing, right-of-way permits, etc.

3.3.2.2 Environmental Permits. The Consultant will prepare all permit applications necessary for construction of the Project and will assist the District in obtaining a Noticed General Permit and other authorizations as needed for the Project, including any permits required. Two (2) copies of the draft permit application packages will be submitted with the 60 percent plans to the District for review and comment. Based on the comments received on the draft permit packages, the Consultant will finalize the permit applications and forward the appropriate number of completed permit applications along with the required supporting information to the District for submittal to the appropriate regulatory agencies. Fees associated with the permit applications will not be the responsibility of the Consultant. The Consultant will provide responses for up to two completeness summaries (i.e., requests for additional information) for each permit application. The Consultant will be responsible for attending up to two (2) meetings with permitting agencies to resolve any permit issues.

3.3.2.3 Preparation of Construction Plans and Specifications. The Project currently is envisioned to be constructed by an independent general contractor; therefore, it is anticipated that fully developed detailed construction documents (i.e., construction plans, technical specifications, bid documents) will be prepared by the Consultant.

3.3.2.3.1 Plan sets will include the following sheets:

- A. Cover Sheet with Location Map;
- B. Estimated Quantities Sheet;
- C. Symbols/General Notes Sheet;
- D. Survey Control Sheet;
- E. Coordinate/Geometric Control Sheet;
- F. Grading Plan Sheet(s);
- G. Cross Sections Sheets;
- H. Planting Plan Sheet(s);
- I. Structure Details Sheet(s) (if applicable);
- J. Miscellaneous Details Sheet(s) (if applicable); and
- K. Erosion and Turbidity Control Plan Sheet.

3.3.2.3.2 The plans will be prepared to acceptable standards of draftsmanship in a manner to ensure clarity and legibility of reproductions. Where appropriate, information on the aforementioned sheets can be reordered and consolidated onto a single sheet with District approval.

3.3.2.3.3 Construction plans will show existing right-of-way and easement lines, property lines, topographical features, and existing facilities sufficient to

permit the evaluation of Project impacts on abutting land and facilities (e.g., fences, walls and ornamentals). Trees of 4 inches or greater diameter at breast height and groups of trees in the designated construction areas that are to be protected will be accurately plotted and identified. Existing underground utilities, drainage structures, pipes and other facilities affected or potentially affected by the Project's construction will be shown on the plan sheets. Ingress and egress routes to the Project areas will also be clearly identified on the construction plans. All storm pipes from FDOT's roadways that will be modified or replaced must be done in accordance with FDOT Standard Specifications.

3.3.2.3.4 Draftsmanship (lines and lettering) will conform to samples available from the District. Plans will be clearly legible and easy to read for construction purposes and for microfilming upon construction completion. To achieve this, all lines and notes relative to proposed construction will be of heavier line weight and larger size than lines and notes relating to existing facilities and topography.

3.3.2.3.5 All sheets in the plans sets will be 24 inches by 36 inches in size. Borders and title blocks will conform to current District format. All drawings will meet the statutory requirements for plans filed for public record. All required disciplines will be addressed, including survey, civil, environmental, geotechnical, mechanical, and electrical engineering. Upon request, the District will provide an example set of construction plans to the Consultant demonstrating the expected quality of construction plan sets needed for the Project.

3.3.2.3.6 The Professional Engineer in responsible charge for the design of the Project will affix to the cover sheet of the final construction plans the firm's name, his/her signature and registration number as a Professional Engineer in the State of Florida, in accordance with state law governing Professional Engineers.

3.3.2.3.7 Four (4) review sets of the construction plans and draft Technical Specifications are to be submitted by the Consultant at the 60 percent, and 90 percent completion points for review and comment by the District, FDOT, USFWS, FDEP, and the City of Crystal River. The Consultant will respond to FDOT'S comments through FDOT'S Electronic Review Comments System. Updated cost estimates will accompany the 60 percent and 90 percent completion submittals.

3.3.2.3.8 The Consultant will meet with District, FDOT, USFWS, FDEP, and the City of Crystal River to review comments on the 60 percent and 90 percent completion submittals. Comments on the 60 percent submittal will be addressed or incorporated, as appropriate and as directed by the District, by the Consultant in the 90 percent plan submittal. Comments on the 90 percent submittal will be addressed or incorporated, as appropriate and as directed by the District, by the Consultant in the 100 percent plan submittal. Comments on the draft 100 percent submittal will be addressed or incorporated, as appropriate and as directed by the District, by the Consultant in the final deliverable 100 percent plan submittal.

3.3.2.3.9 The 100 percent submittal will include the following:

3.3.2.3.9.1 Electronic files (AUTOCAD, .pdf, and as appropriate Word .doc) for the construction plan set and Technical Specifications;

3.3.2.3.9.2 Five (5) complete plan sets for the Project signed and sealed by the engineer(s) of record (note: each drawing is to be signed and sealed);

3.3.2.3.9.3 Final Engineer's estimates of probable construction cost for the Project;

3.3.2.3.9.4 Copies of survey field books and electronic files containing the field survey; and

3.3.2.3.9.5 Copies of all design calculations bound in a three-ring binder.

3.3.2.4 Technical Specifications and Request for Bid (RFB) Preparation. As appropriate, the Consultant, in coordination with the District, will prepare an RFB document with all the Technical Specifications, including proposed pay items, necessary for the proper construction of the Project. The Professional Engineer in responsible charge of preparing the Technical Specifications for the Project will affix to the cover sheet of the final construction specifications for the Project, the firm's name, his/her signature and registration number as a Professional Engineer in the State of Florida, in accordance with state law governing Professional Engineers. Format for Technical Specifications will follow District standards necessary for the proper preparation of an RFB to be released by the District to secure construction services for the Project.

3.3.2.5 Public Information Meeting. The Consultant will participate in a public meeting(s) to be scheduled by the District, FDOT and the City at a location in proximity to the Project for the purpose of informing local residents about the Project and to answer questions they may have relating to the Project. The Consultant will prepare graphic display boards depicting the Project for use at the public meeting as well as a brief information packet describing the Project.

3.3.3 PHASE III - CONSTRUCTION SERVICES

3.3.3.1 Pre-Bid Conference. The Consultant will attend the pre-bid conference with District staff to answer technical questions the prospective bidders may have regarding the bid documents. If required, based upon inquiries from prospective bidders, the Consultant will prepare support materials and assist the District in preparing addenda clarifying the bid documents for distribution to prospective bidders. If requested by the District, the Consultant will assist the District in the review and evaluation of the bids.

3.3.3.2 Pre-Construction Meeting. The Consultant will attend the pre-construction meeting scheduled by the District with the successful bidder.

3.3.3.3 Review of Shop Drawings. The Consultant will review and, as appropriate, comment on and approve shop drawings submitted by the contractor.

3.3.3.4 Construction Management and Survey Services. The Consultant may be asked to provide survey and construction management services necessary for the successful construction of the Project. As needed, a separate Work Order will be negotiated for these services.

3.3.3.4.1 If only periodic site visits are needed, no separate Work Order will be necessary and is hereby included in this Scope of Work. As requested by the District, the Consultant will make periodic site visits to the Project Sites (generally on a weekly basis) subsequent to the contractor's mobilization for the purpose of making limited site observations and to answer questions

the District's construction supervisor and/or inspector may have regarding the Project's design. The Consultant will promptly notify the District's Project Manager, in writing, of any discrepancies or deviations from the approved plans or environmental permits for the Project noted during site visits.

3.3.3.5 Substantial Completion Inspection. The Consultant will participate in the Substantial Completion Inspection of the Project with District staff. The Consultant will prepare and submit a list of items, which need to be completed by the contractor prior to final inspection.

3.3.3.6 Final Acceptance Inspections and Project Certifications. Upon completion of construction of the Project, the Consultant will participate in a final inspection of the Project with District staff. Based upon the final inspection and construction as-built drawings provided to the Consultant by the District, the Consultant, as appropriate, will prepare record drawings depicting the as-built condition of the Project.

It is not anticipated that the Consultant will be responsible for performing the as-built field surveys for the completed Project. The Consultant will submit the final Project completion certifications for the Project required pursuant to the environmental permits issued for the Project.

3.3.4 GENERAL ADMINISTRATION

3.3.4.1 Progress Meetings. As requested by the District, the Consultant will attend up to five (5) progress/review meetings to be held at the District's Brooksville Office. The meetings may include the FDOT, USFWS, FDEP, and the City of Crystal River to ensure coordination of all parties and elements of the Project. The Consultant will keep minutes of progress meetings and will distribute copies to all attendees within five (5) working days after the meetings. The minutes will reflect agenda items, action items, who is to provide follow-up, the original schedule, current schedule and how delays, if any, will be addressed. The Consultant will prepare the necessary agenda for each progress meeting.

3.3.4.2 Project Administration. This task covers the day-to-day project management of the Project by the Consultant and includes all administrative activity associated with or related to the day-to-day administration of the Project and all subcontractor contracts.

Notice: *The above Scope of Work is preliminary in nature and intended to provide respondents with a general overview of the major tasks envisioned as part of this Project. The District reserves the right to expand or reduce the preliminary Scope of Work as may be appropriate based on the technical content of the successful respondent's proposal or during contract negotiations based on budget considerations.*

3.4 PRELIMINARY PERFORMANCE SCHEDULE.

3.4.1 PHASE I SCHEDULE: The final draft of the Treatment Wetland Conceptual Plan will be submitted to the District, FDOT, USFWS, and the City of Crystal River within 165 calendar days and the Treatment Wetland Conceptual Plan Presentation within 195 days from the issuance of Notice to Proceed for Phase I.

3.4.1.1 The Kickoff Meeting and Site Visit task will be completed with 30 calendar days of the Notice To Proceed, respectively.

3.4.1.2 The Assembly and Summary of Existing Data task will be completed within 60 calendar days of the Notice To Proceed.

- 3.4.1.3** The Stormwater Characterization task will be completed within 90 calendar days of the Notice To Proceed.
- 3.4.1.4** A draft of the Treatment Wetland Conceptual Plan will be completed within 120 calendar days of the Notice To Proceed. Review comments will be provided to the Consultant within 15 working days of receipt of the draft plan. A final draft of the plan will be submitted within 165 calendar days of the Notice To Proceed.
- 3.4.1.5** The Treatment Wetland Conceptual Plan Presentation will occur within 195 calendar days of the Notice To Proceed.
- 3.4.2 PHASE II SCHEDULE:** The 60 percent plan submittal will be submitted to the District, FDOT, USFWS and the City of Crystal River within 60 calendar days from the issuance of the Notice to Proceed with PHASE II.
 - 3.4.2.1** Draft permit application(s) will be submitted to the District, FDOT and the City for review and comment within 30 calendar days from the receipt of written approval of the 60 percent plan submittal. Final permit application(s) packages will be submitted within 20 calendar days from the receipt of written comments on the draft permit packages from the District, FDOT, USFWS and the City of Crystal River. Responses to requests for additional information (RAI) will be prepared for review by the District, FDOT, USFWS and the City of Crystal River prior to submittal to the regulatory agencies within 14 working days from receipt of the RAI(s) by the Consultant.
 - 3.4.2.2** The draft 100 percent plan submittal will be submitted within 45 calendar days from the Consultant's receipt of written comments on the 60 percent submittal from the District, FDOT, USFWS and the City of Crystal River and the issuance of the Notice to Proceed with the 100 percent plan submittal by the District.
 - 3.4.2.3** The Consultant will finalize the 100 percent completion submittal based on District, FDOT, USFWS and the City of Crystal River review comments and will submit the Final Deliverables set forth under Task II-1 within 30 calendar days from the Consultants receipt of written comments on the draft 100 percent submittal from the District, FDOT, USFWS and the City of Crystal River.
- 3.4.3 PHASE III SCHEDULE:** The Consultant will submit Record Drawings and all required Permit Certifications within 30 calendar days from receipt of as-built plans and as-built surveys.

PART IV - INSURANCE REQUIREMENTS

- 4.1 INSURANCE REQUIREMENTS.** Any contract resulting from this RFP will require the Consultant to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:
 - 4.1.1** Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, including watercraft liability as applicable, with the following minimum limits and coverage:

Minimum Limits..... \$1,000,000 per occurrence

- 4.1.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person.....	\$100,000
Bodily Injury Liability per Occurrence.....	\$300,000
Property Damage Liability.....	\$100,000
or	
Combined Single Limit.....	\$500,000

- 4.1.3 The District and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the District's interests arising from the contract.
- 4.1.4 Consultant must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable (navigable waters). If Consultant does not carry workers' compensation coverage, Consultant must submit to the District both an affidavit stating that the Consultant meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
- 4.1.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 4.1.6 The Consultant must obtain certificates of insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Consultant's insurance policies.
- 4.1.7 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the District of any change or cancellation of any of the required insurance coverage.

PART V - EVALUATION PROCEDURES

- 5.1 **REVIEW OF PROPOSALS.** Timely submitted proposals will be evaluated by three (3) representatives of the District. Each representative will score each proposal by the criteria described in Section 5.2 below. Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The successful Respondent will be the Respondent with the lowest total score based upon the rankings.

In the event of a tie, the raw scores will be totaled and the successful Respondent will be the Respondent with the highest cumulative raw score.

- 5.2 **EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE SUBMITTED.

<u>Category</u>	<u>Point Range</u>
Organization Profile and Qualifications	<u>0 - 27</u>
Ability to furnish the required services (10) / Performance history on similar projects (7) / Recent, current and projected workload (5) / Willingness to meet time and budget requirements (5)	
Technical and Management Approach	<u>0 - 50</u>
Project goals and objectives clearly understood (10) / Quality, creativity and depth of proposal (30) / Commitment of staff and resources (5) / Project management, controls and communications (5)	

Project Team Qualifications0 - 20

Ability of professional personnel (5) / Past performance with similar projects (10) / Relevant education and training (5)

Volume of Work.....0 - 3

Volume of work previously awarded:

<u>Points</u>	<u>Dollar Volume</u>
3	0 - 200,000
2	200,001 - 400,000
1	400,001 - 600,000
0	600,001+

- 5.3 FINAL SELECTION.** The District will negotiate a contract with the highest ranked Respondent at compensation which the District determines is fair, competitive and reasonable. The cost of the required services and the scope and complexity of the said services will be considered in making this determination. If the District is unable to negotiate a satisfactory contract with the highest ranked Respondent at a price the District determines to be fair, competitive and reasonable, negotiations with that Respondent will be terminated and the District will undertake negotiations with the Respondent having the second highest rank. Failing accord with the Respondent having the second highest rank, the District will terminate negotiations and undertake negotiations with the Respondent having the third highest rank.

The District anticipates that on, or shortly after October 22, 2010, **the notice of decision will be posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899**, and that negotiations, as stated above, will begin shortly thereafter.

ATTACHMENT 1
THREE SISTERS PARCEL

