

PROJECT INFORMATION PACKAGE
FOR
ENVIRONMENTAL ASSESSMENT OF DISTRICT'S LANDS FOR
THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

REQUEST FOR QUALIFICATIONS NUMBER 26975

RESPONSES DUE: 4:00 p.m.
June 1, 2011
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

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

The Governing Board of the District requests that interested parties respond to the solicitation below by 4:00 p.m., June 1, 2011. Further information is available through Onvia DemandStar at www.demandstar.com [(800) 711-1712], or the District's website at www.sjrwmd.com. Solicitation packages may be obtained from Onvia DemandStar or the District by calling Carol Taylor Miller, CPPO, at (386) 329-4170.

REQUEST FOR QUALIFICATIONS NUMBER 26975 ENVIRONMENTAL ASSESSMENT OF DISTRICT'S LANDS

The District is requesting letters of interest from professional firms licensed in the state of Florida to provide comprehensive environmental engineering services including, but not limited to: Phase I, II, III and IV Environmental Site Assessments (ESA), Human Health and Eco-Risk Assessments, and other reports as required by the U.S. Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and local agencies for contaminated sites. The work area shall include the 18-county area within the District's boundary. It is the District's intent to enter into agreements with up to two (2) of the top ranked firms for this project. Although the District intends to divide the work equitably between the selected firms, it shall be at the District's sole discretion as to the award of individual Work Orders to selected firms. Each firm selected shall be required to execute a contract for a period of 12 months. These contracts may be renewed for two (2) additional one-year periods. Award of these contracts does not preclude the firms from submitting a letter of interest for any other projects advertised by the District.

Professional Engineer (PE) certification in the state of Florida is required. Other requirements are listed in the RFQ.

The estimated budget for the period beginning October 1, 2011 through September 30, 2012 is \$200,000, combined total for the two (2) contracts awarded under this solicitation. The estimated budget for each subsequent term is \$200,000, combined total for the two (2) contracts. Respondents are cautioned that this amount is an estimate only and poses no limitation on the District.

District staff will meet at District headquarters at 10:00 a.m., June 16, 2011, to evaluate and rank Letters of Interest. The Evaluation Committee may request that some or all respondents make an oral presentation in advance of finalizing the rankings. If requested, oral presentations will be made at the District's headquarters on July 7, 2011. Respondents selected for oral presentations will be notified in advance of the presentation date. Staff's recommendation will be presented to the Governing Board at its August 9, 2011, meeting.

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

REQUEST FOR QUALIFICATIONS NO. 26975
ENVIRONMENTAL ASSESSMENT OF DISTRICT'S LANDS

A. INTRODUCTION

The District is requesting letters of interest from professional firms licensed in the state of Florida to provide comprehensive environmental engineering services including, but not limited to: Phase I, II, III and IV Environmental Site Assessments (ESA), Human Health and Eco-Risk Assessments, and other reports as required by the U.S. Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and local agencies for contaminated sites. The work area shall include the 18-county area within the District's boundary. It is the District's intent to enter into agreements with up to two (2) of the top ranked firms for this project. Although the District intends to divide the work equitably between the selected firms, it shall be at the District's sole discretion as to the award of individual Work Orders to selected firms. Each firm selected shall be required to execute a contract for a period of 12 months. These contracts may be renewed for two (2) additional one-year periods. Award of these contracts does not preclude the firms from submitting a letter of interest for any other projects advertised by the District.

Professional Engineer (PE) certification in the state of Florida is required. Other requirements are listed in the RFQ.

B. SUBMITTAL REQUIREMENTS

Respondents shall submit one (1) original and a minimum of three (3) additional copies of the submittal package. Please identify the original submittal as "ORIGINAL." **Each submittal package shall be bound or submitted in three-ring binders with tabbed dividers.** In order to assist the District's review process, responses shall be submitted with a tabbed divider for each of the Criteria identified in the Evaluation Criteria. (i.e. Tab 1 – Company/firms and subcontractors capabilities, Tab 2 – Qualifications and ability, etc). Responses can be submitted on reproduced copies of the attached forms. All blank spaces on the required documents shall be typewritten or printed in ink. The **Certificate As To Corporation** must be completed and returned with the submittal. The Respondent's corporate status must be active at the time of submittal.

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

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

Note: Respondents shall familiarize themselves with the provisions of the Public Records Law, section 119.071(1)(b), Fla. Stat. (as amended). All information submitted to the District will become a public record subject to the provisions of the aforementioned statute.

C. DELIVERY OF LETTER OF INTEREST

All Responses shall be submitted to the attention of the Contracts Office in the Department of Finance and Administration, 4049 Reid Street, Palatka, Florida 32177, in sealed envelopes with the Request for Qualifications number and opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering. Please note that the United States Postal Service does not deliver

regular mail or Express Mail to the above address. The District's experience is that Federal Express, United Parcel Service, and DHL will.

D. PUBLIC ENTITY CRIMES

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

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

E. EVALUATION AND AWARD PROCEDURES

Evaluation of submitted letters of interest and subsequent negotiations will be pursuant to section 287.055, Fla. Stat. Letters of Interest and qualifications will be evaluated by a District staff evaluation committee. The Evaluation Committee will meet at the District's Headquarters at 10:00 a.m., June 16, 2011 to discuss the evaluations and finalize its short list. The Evaluation Committee may determine that it will assist their evaluation for some or all respondents to make an oral presentation of their qualifications and credentials. In such event the District will schedule such presentations at the District's Headquarters on July 7, 2011. Respondents who have been selected for such presentations shall be notified in advance of said date. After evaluations have been completed all respondents will be notified in writing of the staff's intended recommendation to the Governing Board at the August 9, 2011 meeting. Following approval of the top-selected Respondent, contractual negotiations will commence with the top-ranked firm.

F. EVALUATION CRITERIA

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

<u>Criteria</u>	<u>Weight Factor</u>
1. Company/firms and subcontractors capabilities to conduct work as presented in the Statement of Work	.20
a) Knowledge of current ASTM E-1527 standard for conducting Environmental Site Assessments. Knowledge of EPA <i>All Appropriate Inquiry Rule</i> (40 CFR Part 312).	
b) Experience conducting Phase I ESA on large parcels of land (greater than 300 acres).	
c) Experience using Global Positioning System (GPS) and mapping in Universal Transverse Mercator (UTM) coordinate system utilizing the North American Datum of 1983 (NAD83) based upon the High Accuracy Reference Networks (HARN) surveys with units in meters.	

- d) Experience performing environmental sampling in accordance with FDEP Standard Operating Procedures (SOPs).
- e) Equipment and availability to perform the tasks as presented in the Statement of Work.
- f) Firms shall provide evidence of registration with the Secretary of State, State of Florida for doing business in the State of Florida.

2. Qualifications and ability of professional personnel

.40

Qualifications and work histories of proposed key personnel who will be assigned to this project (i.e.):

- a) Organization profile and proposed project management.
- b) Specific names and functions of personnel, i.e. Project Manager and staff, assigned to the project and their work locations.
- c) Evidence of current professional status of personnel (licensing, certifications, etc.) including Professional Engineer (PE) and Professional Geologist (PG), and a licensed PE with experience preparing remedial action plans and certifying remedial action reports. Professional Engineers seeking to provide services shall be certified under Section 287.055, Fla. Stat., to practice or to offer to practice engineering.
- d) Background, education, and experience in environmental site assessments and sampling techniques. Experience in sampling of surface water, groundwater, soil, and sediment, installation of temporary and permanent wells in accordance with FDEP SOPs.
- e) Qualifications as an environmental professional as specified in EPA's *All Appropriate Inquiry Rule*.
- f) Availability of proposed key personnel to work on this contract.
- g) Communication skills and accessibility by E-mail.
- h) GPS and GIS skills.
- i) Provide resumes that specifically outline the qualifications and work histories of key personnel provided above.
- j) Presentation ability, if oral presentation is required

3. Past and/or present experience on projects of this type

.25

- a) Past or present experience of the firm and proposed key project personnel on projects of the type listed in the Statement of Work.
- b) Provide a list of at least three (3) references for similar (completed) projects during the past three (3) years, including contact persons, telephone numbers, project, etc. Only one reference may be from the District. Submit at least two (2) letters of reference from listed firms.

4. Location of firm's Project Manager relative to the geographic centroid of the District

.10

Higher consideration will be given to firms whose Project Manager is located nearest to the approximate geographic centroid of the District (Deleon Springs State Park, 601 Ponce Deleon Blvd., Deleon Springs, Florida.

0-100 miles	10 points
101-200 miles	5 points
>201	0 points

7. **Volume of work previously awarded to firm**

.05

Submit documentation as to the volume of work (in dollars) awarded by the District to firm in the past three (3) years, including contracts **and** purchase orders. Points will be allocated from 0 to 10 with respondents with higher previous awarded contract totals since April 1, 2008, receiving fewer award points. Consultants with no previous work awards may receive the highest allocation of points (10), while the respondent with the highest previous work awarded will receive zero points. The formula for allocation of previous work award points will be calculated as follows: The respondent with the highest total of previous work awarded represents the Allocation Basis Total; then, the Allocation Basis Total less the Previous Work Awarded divided by the allocation basis total will be multiplied by 10 (the highest number of points awarded); points allocated will be rounded and expressed in single decimal point level.

Evaluation Rating Scale 1 – 10:

More than adequate..... 8 – 10

Less than adequate..... 1 – 4

Adequate 5 – 7

Not covered in proposal 0

G. EXECUTION OF AGREEMENTS

Two (2) copies of an Agreement in substantially the form of the attached Draft Agreement will be provided to the Respondent. Respondent shall execute and return both copies of the Agreement within ten (10) days of receipt, along with the following:

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

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

H. PROTEST PROCEDURES

- a) Pursuant to Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within 72 hours after receipt of this solicitation. Pursuant to Rule 28-110.004, Fla. Admin. Code, the protester shall also file with the District Clerk a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the District. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Mediation under section 120.573, F.S. is not available.

No additional time shall be added for mailing. All filings shall be in compliance with Rule 28-106.104, Fla. Admin. Code and shall be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed in section 120.57(3), Fla.

Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under chapter 120, Fla. Stat.

- b) Pursuant to Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to Rule 28-110.004, Fla. Admin. Code, the protester shall also file with the District Clerk a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the District. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Pursuant to section 287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision shall post with the District Clerk, at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount. Mediation under section 120.573, F.S. is not available.

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

I. NOTICES AND SERVICES THEREOF

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

J. INQUIRIES

Further questions regarding this request for qualifications shall be directed to Carol Taylor Miller, CPPO, (386) 329-4170, e-mail – cmiller@sjrwmd.com or by writing St. Johns River Water Management District, 4049 Reid Street, Palatka, Florida 32177.

K. DIVERSITY

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

L. SIGNATURE AND CERTIFICATION REQUIREMENTS

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

M. PROJECT ESTIMATE

In accordance with the Public Records Law, section 119.071(1)(b), Fla. Stat. (as amended), the District's project budgets are a matter of public record. As a courtesy to the interested respondents on this project, this information is being provided with the Request for Qualifications package. The estimated budget for the period beginning October 1, 2011 through September 30, 2012 is \$200,000, combined total for two (2) contracts. The estimated budget for each subsequent term is \$200,000, combined total for two (2) contracts. Respondents are cautioned that this amount is an estimate only and poses no limitation on the District.

N. STANDARD CONTRACTUAL REQUIREMENTS

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

All work under the Agreement shall be instituted by a Work Order issued by the District and approved by both parties.

**CERTIFICATE AS TO CORPORATION
REQUEST FOR QUALIFICATIONS NO. 26975**

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Qualifications 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: _____

By: _____

(Official title)

(Affix corporate seal)

(Address)

Attest: _____

(Secretary)

Registration no.: _____

Registered agent: _____

The full names and business or residence addresses of persons or firms interested in the foregoing Request for Qualifications as principals or officers of Respondent are as follows (specifically include the president, secretary, and treasurer and state the corporate office held of all other individuals listed):

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

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

**DRAFT ENGINEERING SERVICES AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CONSULTANT
FOR ENVIRONMENTAL ASSESSMENT OF DISTRICT'S LANDS**

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

In consideration of the payments hereinafter specified, Consultant agrees to furnish and deliver all materials and perform all labor required for Environmental Assessment of District's Lands ("the Work"). In accordance with RFQ Number 26975, Consultant 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; (4) 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 OF AGREEMENT

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, 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 of this Agreement is _____.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2012, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement may be renewed for two (2) additional twelve (12) month terms by the mutual and written consent of each party.

2. COMMENCEMENT OF WORK.

Consultant shall commence the Work:

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

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

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

[] On _____ (insert specific date).

This date shall be known as the “Commencement Date.” Consultant shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Consultant shall not commence the Work until any required submittals are received and approved.

3. **DELIVERABLES.**

- (a) The Work is specified in the Statement of Work, Attachment A. Consultant 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, Consultant 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) Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Consultant shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (c) If not otherwise addressed in the Statement of Work, upon written request, Consultant shall submit written progress reports to the District’s Project Manager at the frequency requested in 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.

4. **OWNERSHIP OF DELIVERABLES**

- (a) All deliverables, including Work not accepted by the District, are District property when Consultant 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. Consultant 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 Consultant, 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 Consultant. Consultant shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District or Consultant, 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. Consultant shall submit all such work products to the District, if requested. Consultant may retain copies of all work products created pursuant to this Agreement.

5. **FUNDING OF AGREEMENT**

The compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order and in accordance with unit costs provided in Attachment _____, Cost Schedule.

6. **PAYMENT OF INVOICES**

- (a) Consultant shall submit itemized invoices during performance or at the conclusion of each Work Order, as provided for in the Work Order, based upon the actual work performed and shall bill as per Attachment _____, Cost Schedule. Consultant shall submit the invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, 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, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 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 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a**

showing of special circumstances that prevent the timely submittal of the final invoice. Consultant must request approval for delayed submittal of the final invoice not later than ten (10) 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) District encumbrance number; (3) District work-order number, if applicable; (4) Consultant's name and address (include remit address, if necessary); (5) Consultant's invoice number and date of invoice; (6) District Project Manager or Work Order Manager, if applicable; (7) Consultant's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within forty-five (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 or project estimate for a Work Order (if applicable) 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 Consultant 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 withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to 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.
 - (g) **Payments.** The District shall pay Consultant one hundred percent (100%) of each approved invoice.
7. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule increases shall be prorated based upon the number of calendar months in the District's fiscal year that the contract has been in effect. (For example, a cost schedule increase for renewal of a contract initiated in March (six months into the District's fiscal year), would be limited to the lesser of either one-half of the CPI percentage increase or 2.5 percent upon renewal in October.) In the event this contract includes a provision for fuel adjustment, and an upward fuel adjustment

is made during the contract year, the CPI percentage increase shall be multiplied by the percentage of the Total Compensation allocated to non-fuel costs. For example, if it is determined that the cost of fuel is 20 percent of the Total Compensation, the CPI percentage increase shall be multiplied by 0.8.

8. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Consultant a written statement accepting all deliverables. Acceptance of the final payment shall constitute a release in full of all claims against the District arising from or by reason of the Work, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
9. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
10. **INSURANCE.** Consultant shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Consultant waives its right of recovery against the District to the extent permitted by its insurance policies. Consultant's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant's obligation to provide insurance.
11. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Consultant and this Agreement shall be deemed terminated for convenience five (5) 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.
12. **PROJECT MANAGEMENT AND 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 (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) 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) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT
, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4816
E-mail:

CONTRACTOR
, Project Manager
,
E-mail:

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the District may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the District's Project Manager. The District's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement.
 - (c) Consultant shall maintain an adequate and competent professional staff. Consultant'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, Consultant shall furnish proof thereof.
13. **DELAYS.** Consultant shall not be compensated for delays in the Work caused by Consultant's inefficiency, rework made necessary by Consultant's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten (10) days after the onset of a delay, Consultant shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing delay for the same cause, only one notice of delay is necessary. If the delay is due to causes beyond Consultant's control, as determined by the District in its sole judgment and discretion, the District may grant a time extension in the form of a written amendment signed by both parties.
14. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**
- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Consultant from any requirements of this Agreement. The District's Project Manager may authorize or direct minor changes in the Work not affecting the Total Compensation or the Completion Date, and not inconsistent with the purpose of the Work, upon issuance of the District's Supplemental Instructions (DSI) form (Attachment C). The DSI shall indicate that: (1) both parties agree that the changes in the Work will not affect the Total Compensation or the Completion Date, or (2) that

Consultant believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date. **Failure of Consultant to provide such written notice waives any claims for extra cost.** If the District continues to direct that the DSI be implemented, Consultant shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for “Emergency Changes in the Work.”

(b) **Change Orders**

- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Consultant, except for the reasonable cost of any additional Work. All such Work within Consultant’s capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Consultant shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Consultant, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager’s certification. Final resolution of the amount due to Consultant shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Consultant, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Consultant, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Consultant disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Consultant an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Consultant shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Consultant’s estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Consultant decline to perform the emergency change in the Work.

15. **TERMINATION AND SUSPENSION**

- (a) **District Termination For Cause.** This Agreement may be terminated by the District for cause on ten (10) days written notice in the event of any breach hereof, including, but not limited to, Consultant’s: (1) failing to carry forward and complete the Work; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely

commence or continuously and vigorously pursue correction of defective Work; (4) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; or (5) making a material misrepresentation to the District regarding the Work. Upon termination, the District may take possession of the Work and finish the Work by whatever method(s) the District deems expedient. The remedy enumerated herein is non-exclusive. The District may avail itself of any statutory and/or common law remedy not specifically set forth herein.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement, or any portion of the Work, without cause, upon thirty (30) days written notice to Consultant. In such event, Consultant shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Consultant shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Consultant may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; and any additional claims of subcontractors and vendors.
- (c) **District Suspension for Convenience.** The District may direct Consultant to stop Work, in whole or in part, whenever the District, in its sole judgment and discretion, determines that such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Consultant not less than five (5) days written notice, except in an emergency. Consultant shall immediately comply with such notice. Should such stoppage increase Consultant's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (d) **Consultant's Right to Terminate Agreement.** Consultant may terminate this Agreement if the District fails to pay undisputed and adequately documented sums when due hereunder. In such event, Consultant shall provide the District no less than ten (10) days prior written notice of its intention to terminate this Agreement and afford the District an opportunity to cure the grounds for termination within said period. In any other event, dispute, or other matter arising under this Agreement, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

16. DEFINITIONS

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

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

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

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

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Consultant receives a Notice of Intent to Award the contract from the District.

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

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

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

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

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

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

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

DAY: Each day shown on the calendar.

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

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

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

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

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

INVITATION FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

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

PERFORMANCE AND PAYMENT BOND: The security furnished by Consultant and surety in either the form provided or in a form approved by the District as a guarantee that Consultant will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

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

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

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

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

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

SURETY: The person bound by the Agreement bond with and for Consultant, and who is primarily liable and engages to be responsible for Consultant's satisfactory performance of the Work and for its payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Consultant for completion of the Work.

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

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

17. **ACCESS; WORK AREA; GATES**

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. Consultant 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. Consultant is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Consultant 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). Consultant shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Consultant 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, Consultant shall be responsible for providing lock(s) to District properties.

18. **ASSIGNMENT AND SUBCONTRACTS.** Consultant shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due 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 Consultant 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. Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its 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.

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

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

21. **CONFLICTING EMPLOYMENT.** By entering into this Agreement, Consultant represents and warrants that, as of the effective date of the Agreement, Consultant has no conflicting employment. "Conflicting employment" means instances in which the Consultant's Project

Manager or professional Consultant employee assigned to the project team involved in performance of this Agreement, or the professional employee of any sub-contractor of Consultant involved in performance of this Agreement, provides services to any person or entity whose interests are adverse to those of the District, including, but not limited to, representing or providing consulting services to parties involved in permit applications that are pending before the District. In the event such conflicting employment exists or develops during the performance of this Agreement, Consultant shall eliminate the conflict by terminating or modifying its business relationship with the non-District person or entity from which the conflict arises, or making changes in personnel to eliminate the conflict; provided, however, that changes in key personnel involved in performance of this Agreement must be approved by the District. Consultant further represents that, until the Work has been completed in accordance with the terms hereof, Consultant shall have no undisclosed conflict of interest between the services to be provided under this Agreement and services being provided by Consultant to any other clients. Should Consultant or the District become aware of any such conflict, that party will promptly notify the other party thereof, which shall include timely notice from Consultant's Project Manager to the District's Project Manager of all permit applications submitted to the District where the applicant is being represented or assisted by a Consultant professional employee involved in the performance of this Agreement. Consultant and the District shall negotiate in good faith to resolve any conflict. Notwithstanding the foregoing, Consultant may accept retainers from or be employed by third parties whose interest may conflict or appear to conflict or be inconsistent with that of the District if, after full written disclosure of the facts to the District, the District determines, in its sole discretion and judgment, that such actual or apparent conflict shall not interfere with the performance of the Work by Consultant or otherwise be significantly adverse to the interests of the District. No Consultant Employee who, through this Agreement or its renewals, receives training or experience in the regulatory operations of the District by acting in the capacity of a permit reviewer may, during the term of this Agreement, including renewals, perform any work or provide any assistance, either directly or indirectly, to any applicant or anticipated applicant for a District permit.

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

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

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

communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

24. **DISPUTE RESOLUTION.**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, 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 fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar 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 (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) 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.

25. **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 Consultant by sharing information on W/MBEs. Consultant 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.

26. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Consultant's acceptance of contract award represents and warrants that Consultant has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Consultant's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Consultant and is

available upon request. Consultant must either seek clarification concerning the data or assume responsibility for its interpretation.

- (b) If Consultant in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Consultant's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Consultant shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications
27. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County if substantial performance of the Work is in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties, or in Orange County if substantial performance of the Work is in Brevard, Flagler, Indian River, Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
 28. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to section 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.
 29. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Consultant's duties include, but not be limited to: (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 Consultant 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; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Consultant's duties hereunder or alter Consultant's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

30. **LAND AND WATER RESOURCES.** Consultant shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Consultant shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Consultant shall notify the District thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Consultant.
31. **ORGANOCHLORINE PESTICIDES.** The Lake Apopka North Shore Restoration Area (NSRA) is former agricultural property. Soil samples from the NSRA indicate organochlorine pesticide levels that exceed Florida Department of Environmental Protection's Industrial/Commercial soil cleanup target levels. Consultants working in the NSRA are responsible for taking all appropriate measures to provide for the safety of their employees. Recommended measures should be designed to minimize contact with the soil through engineering controls, which may include: (1) wearing waders or rubber boots and gloves to minimize contact with soil and sediments, (2) washing thoroughly with soap and water after contact with soils or sediments, (3) decontaminating any equipment in contact with soil or sediment through washing with soap and water and (4) using enclosed cabs or dust masks to minimize exposure to dust created by Consultant's activities.
32. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant 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. Consultant 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, Consultant 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. Consultant is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Consultant's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
33. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

34. **PUBLIC RECORDS.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. Consultant shall allow public access to all such documents. If Consultant receives a public records request, Consultant shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.
35. **RELEASE OF INFORMATION.** Consultant shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
36. **REMEDIES FOR NON-PERFORMANCE**
- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Consultant to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
 - (b) **Consultant Correction of Deficiencies.** The District shall provide Consultant with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Consultant disputes that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Consultant shall bear the cost of correcting all work of other 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 Consultant to correct incomplete or damaged Work caused by Consultant's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
 - (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the District is performing a function that Consultant is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Consultant that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total

Compensation. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

37. **ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (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 Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
38. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Consultant has the sole and exclusive duty for the safety of the premises. Consultant 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. Consultant 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 Consultant 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. Consultant 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. Consultant 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 Consultant.
39. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Consultant shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
40. **WORK ORDERS.**
 - (a) **Type of Work Order.** When services are needed, the District shall schedule a meeting or telephone conference with Consultant's Project Manager to discuss the specifics of the Work Order. A Type 1 (hourly billing) Work Order shall describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task. Invoices under a Type 1 Work Order must be documented as to the number of hours worked and/or equipment used sufficient for District audit and in accordance with the unit costs under this Agreement and the Work Order. If deliverables are specified and sub-contractors are necessary to complete the Work, the WO shall specify the costs of the sub-contractors and the District shall approve the hiring of such sub-contractors in order to ensure that they are qualified to perform the Work and have been competitively procured. A Type 2 (fixed-price) Work Order may be issued when the extent and cost of the Work has been agreed upon. It shall describe with specificity the location, quantity, work limits, time frames, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. A Type 3

(hourly billing with not-to-exceed amount) Work Order may be utilized when a not-to-exceed cost is agreed upon. It shall describe the Work with the same specificity as a Type 2 (fixed-price) Work Order. Invoicing for a Type 3 Work Order requires the same documentation as a Type 1 Work Order regarding the number of hours worked and/or equipment used. Consultant shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Project Manager and subject to the other terms of this Agreement. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.

- (b) **Invoicing Procedure.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
- a. **Type 1 Work Orders:** (hourly billing for labor and/or equipment):
 - i. Name of employee and/or type of equipment
 - ii. Employee position title/job classification (if applicable)
 - iii. Hours worked and/or equipment utilized on a daily basis
 - iv. The approved charge rate for each classification of Consultant employee and/or equipment included in Consultant's Fee Schedule, Attachment ____, and/or the Work Order authorizing the Work. In the absence of an individual rate in Attachment ____, the Consultant employee's general classification rate may be utilized.
 - v. If billed for use of equipment, documentation of prior authorization for equipment used, including cost and estimated quantities.
 - b. **Type 2 Work Orders** (fixed price):
 - i. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - ii. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order.
 - c. **Type 3 Work Orders** (hourly billing with not-to-exceed):
 - i. Description and certification of the work as described above for Type 2 Work Orders.
 - ii. Hourly billing information for Type 1 Work Orders, as described above.

Consultant may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Consultant's payroll or other records as supporting backup material.

- (c) **Diversity Statement:** If W/MBE sub-contractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Kirby B. Green III, Executive Director (or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

Attachment A: Statement of Work/Technical Specifications
Attachment B: Insurance Requirements
Attachment C: District's Supplemental Instructions (sample)
Attachment D: Work Order Authorization (sample)

Engineering Services
Last updated: 3-16-11

ATTACHMENT A – STATEMENT OF WORK ENVIRONMENTAL ASSESSMENT OF DISTRICT'S LANDS

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) has acquired over 700,000 acres of land in order to fulfill the District mission of protection and conservation of water resources for the benefit of the people of the District and the State of Florida. The acquisition of these lands requires that the District follows the due diligence process outlined in the ASTM E-1527 standard practice for Environmental Site Assessments and the proposed Environmental Protection Agency's (EPA) *All Appropriate Inquiry Rule* (40 CFR Part 312). The restoration and management of these lands also require additional assessments as land use changes and projects progress. The area for work performed under this Statement of Work shall include the 18-county area of the District boundary.

The work to be performed consists of comprehensive environmental engineering services including, but not limited to: Phase I, II, III and IV Environmental Site Assessments (ESA), and other reports as required by the U.S. Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and local agencies for contaminated sites. All ESA reports must be signed and sealed by a Professional Engineer or Geologist licensed in the State of Florida. Two (2) firms will be selected for this project and shall be required to execute a continuing contract with the District with the option for two additional one-year terms.

II. OBJECTIVES

The objective of this Agreement is to provide the District with a vehicle by which the District, through Consultant, can accomplish various technical work and studies that the District's staff could not otherwise perform due to insufficient manpower, technical expertise, or other resources.

Work shall be performed solely based on Work Orders, which shall be issued as needed by the District. The Work Order shall specify work requirements, task duration, deliverables and budget.

III. SCOPE OF WORK

The work shall include various tasks related to environmental assessments of District lands. Specific tasks shall be assigned by Work Order.

IV. TASK IDENTIFICATION

The tasks identified below are general descriptions of types of work that shall be requested through the issuance of Work Orders. However, this list is not exhaustive and other tasks may be assigned.

Task A. Completion of Environmental Site Assessments (ESA). Consultant shall conduct Phase I ESAs of new land acquisitions following the latest ASTM standard E-1527 and EPA's *All Appropriate Inquiry Rule* (40 CFR Part 312). Phase II, III and IV ESAs may be conducted by the Consultant on same properties depending on the results of the Phase I ESA and at the discretion of the District and the prospective Seller of the land.

Task B. Environmental Sampling of Soil, Sediment, Groundwater and/or Surface Water.

Consultant shall conduct environmental sampling for District projects. Consultant shall follow current FDEP Standard Operation Procedures (SOP) and review data and prepare a report that includes screening results using appropriate FDEP and EPA guidelines and an appropriate recommendation. All sampling locations shall be recorded with a Global Positioning System (GPS) and reported in Universal Transverse Mercator (UTM) coordinate system utilizing the North American Datum of 1983 (NAD83) based upon the High Accuracy Reference Networks (HARN) surveys.

Task C. Other environmental assessment tasks. As directed by District's Project Manager, Consultant shall perform other environmental assessment tasks to include, but not be limited to, feasibility studies, human health and ecological risk assessments, environmental health studies, environmental health and safety plans, environmental remediation activities, lead and asbestos surveys, and air quality monitoring.

V. TIME FRAMES AND DELIVERABLES

Specific time frames as they apply to completion of tasks, milestones, and deliverables shall be included in the Work Order provided for each task.

Consultant shall be responsible for delivering during the course of the work various work products as assigned by each Work Order. Schedules and procedures for review and acceptance of reports shall be determined at the times when such reports are assigned and shall be provided in Work Orders issued by the District's Project Manager.

Consultant shall have an established Quality Assurance procedure for internal review of deliverables prior to release of said deliverables to the District to ensure only high quality, complete, and correct products are provided to the District. Deliverables prepared by the Consultant shall be clear, concise, thorough, and grammatically correct. For technical products, Consultant shall present data in a well-organized format and findings should be based on a logical derivation from the facts and data.

In general, all deliverables shall be submitted in both electronic (as a portable document format (PDF) file) and paper versions, as specified in the Work Order. Reports and other deliverables shall be clear, concise, thorough, and grammatically correct; and shall be in a form agreed to by Consultant and District's Project Manager. Final reports and all associated materials shall become property of the District.

ATTACHMENT B - INSURANCE REQUIREMENTS

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

- (a) **Workers’ Compensation Insurance.** Workers’ compensation and employer’s liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers’ compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers’ Compensation, shall be submitted to the District.
- (b) **General Liability.** Commercial General Liability Insurance on an “Occurrence Basis,” with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage. Extensions shall be added or exclusions deleted to provide the necessary coverage. “Claims made” coverage will be accepted only after verification that “occurrence” coverage is not available.
- (c) **Automobile Liability.** \$100,000/\$300,000/\$50,000 limits per accident for bodily injury and property damage.
- (d) **Professional Liability.** (per claim) \$1,000,000 single limits.
- (e) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

**ATTACHMENT D – SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION**

Contract number: _____ **Contract name:** _____

Work Order No.: _____ **Project name:** _____

Work Order encumbrance number: _____

Work Order funding limit: \$_____ (CAs - Insert amount for Type 1; for Type 2 and 3, the funding limit should be the same as the fixed or not-to-exceed price stated below.)

To:

Annual funding limit (FY)		\$
Prior total	\$	
Current W.O. amount	\$	
Total amt. to date	\$ 0.00	
Balance available		\$ 0.00

From: _____, Project Manager

Type of Work Order:

- ☐ Type 1 (hourly)
☐ Type 2 (fixed price) \$_____
☐ Type 3 (not to exceed) \$_____

Work Order Manager (if appropriate):

Name: _____

Phone: _____

Email: _____

Description of Work: All work shall be accomplished in accordance with the attached Statement of Work, Attachment “ ” – . Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted (insert frequency) to the Director, Division of Financial Management.

Special note: _____

Commencement Date: Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District. on _____. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

Completion Date: All work pursuant to this Work Order shall be completed by _____ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20 . All invoices shall be submitted pursuant to the above-referenced contract and are subject to a 10% penalty if submitted later than October 30, 20 .

District Approval: _____
Date

Acceptance of terms and conditions:

Date