

**CONTRACT DOCUMENTS AND STATEMENT OF WORK FOR
WATER DEMAND MANAGEMENT INTEGRATED RESOURCE MODEL AND SYSTEM
FOR THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

PROPOSAL NUMBER 26814

(Advertised January 10, 2011)

**PROPOSAL OPENING: 2 P.M., FRIDAY, JANUARY 28, 2011
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT HEADQUARTERS
CONFERENCE ROOM 242, RESOURCE MANAGEMENT BUILDING
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(s) below by **2 p.m., Friday, January 28, 2011**. Further information is available through Onvia DemandStar at www.demandstar.com [(800) 711-1712], or the District's website at www.sjrwmd.com. Proposal packages may be obtained from Onvia DemandStar or the District by calling Connie Rozier at (386) 329-4211.

**REQUEST FOR PROPOSALS NUMBER 26814
WATER DEMAND MANAGEMENT INTEGRATED RESOURCE MODEL AND SYSTEM**

The District requires a Consultant to utilize and advance the methods developed in *Water Conservation Potential for DWSP 2010* to refine water use benchmarks, quantify potential water savings that can be achieved by improved water use efficiency and quantify potential savings that can be achieved by improved water use efficiency.

The *Water Conservation Potential for DWSP 2010* can be accessed at:

<ftp://ftp.sjrwmd.com/Water> Conservation Potential For DWSP 2010 Final
Report/Water_Conervation_Potential_for_DWSP_2010_Final.pdf

District Staff will meet at District headquarters, Conference Room 226, Resource Management Building, at **10 a.m. on February 7, 2011** to evaluate and rank Proposals. Staff's recommendations will be presented to the Governing Board at its **Tuesday, March 8, 2011**, meeting.

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

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SECTION I - INSTRUCTIONS TO RESPONDENTS

ITEM 1. DEFINITIONS

The definitions of certain terms used in these contract documents are given in EXHIBIT A - GENERAL CONDITIONS.

ITEM 2. RECEIPT AND OPENING OF PROPOSALS

The District invites sealed Proposals for the contract specified in the Advertisement. Proposals will be received, opened, and read at the time and place specified in the Request for Proposals. Respondents or their authorized agents are invited to attend. 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.

The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein, and may waive any informalities in the Proposals or reject any and all Proposals. Proposals not received within the specified date and time or at the specified location will not be considered. No Respondent may withdraw its proposal except as described in INSTRUCTIONS TO RESPONDENTS, WITHDRAWAL OF PROPOSALS.

The Florida Public Records Act, section 119.071(1)(b), Fla. Stat. as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to section 120.57(3)(a), Fla. Stat., or within ten (10) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals.

ITEM 3. DRAWINGS AND OTHER CONTRACT DOCUMENTS

The drawings and other contract documents give the location and description of the work to be done hereunder; the quantity of work for which Proposals are invited; the time in which the work must be completed (hereafter collectively referred to as "the Work"), and the date, time, and place for the receipt and opening of Proposals.

ITEM 4. EXAMINATION OF CONTRACT DOCUMENTS AND WORK AREA

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

Failure to satisfy the obligations of this paragraph will not relieve a successful Respondent of its obligation to furnish all material, equipment and labor necessary to implement the contract and complete the Work for the consideration set forth herein.

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

ITEM 5. ADDENDA - CHANGES WHILE PROPOSING

No interpretation of the meaning of the specifications or other contract documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Only the interpretation or correction given by the District in writing shall be binding. Prospective Respondents are advised that no other source is authorized to give information concerning, explaining, or interpreting contract documents. Any information obtained from an officer, agent or employee of the District or any other person shall not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

Every request for interpretation or correction should be addressed to Connie Rozier, St. Johns River Water Management District, 4049 Reid Street, Palatka, Florida 32177, and must be received by close of business, January 19, 2011 in order to be considered. Requests may be submitted by fax at (386) 329-4514 or by e-mail at crozier@sjrwmd.com. All such interpretations and supplemental instructions will be in the form of written Addenda to the contract documents, which, if issued, will be posted by Onvia DemandStar to all prospective respondents (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of Proposals. Respondent shall acknowledge receipt of all addenda in the Proposal. If Respondent fails to acknowledge such receipt in the space provided in the Proposal form, submission of the Proposal shall constitute acknowledgment of such receipt and the Proposal will be construed as though all addenda had been received and acknowledged. Failure of the Respondent to receive any addenda shall not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda shall become part of the contract documents.

ITEM 6. SUBMITTAL REQUIREMENTS AND PROPOSAL ORGANIZATION

Respondents shall submit one (1) original and a minimum of three (3) additional copies of the proposal package. Please identify the original proposal as "ORIGINAL." In order to assist the District's review process, **each submittal package shall be bound or submitted in three-ring binders with tabbed dividers for the first five Criteria** identified in the Evaluation Criteria. (i.e. Tab 1 – Background and Qualifications, Tab 2 – Personnel, etc). **Tab 6 – Cost Effectiveness will be scored independently of the other criteria and shall be submitted in a separately sealed envelope along with the balance of the proposal package.** Cost information shall not be included in the other tabbed responses. 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. All blank spaces on the proposal form shall be typed or legibly printed in ink.

Respondents shall specify the Total Project Price for the entire work described in the contract documents in figures in the appropriate spaces. All blank spaces on the proposal form shall be typed or legibly printed in ink.

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, chapter 119, Fla. Stat. All information submitted to the District will become a public record subject to the provisions of the aforementioned statute.

ITEM 7. SUBCONTRACTS

Respondent shall identify all portions of the Work Respondent intends to perform through subconsultants for each subcontract exceeding ten percent (10%) of the Total Proposal Cost on the attached "Proposed Subconsultants" form. Respondent shall submit with its Proposal a list of all known subconsultants who will be paid more than ten percent (10%) of the total amount of the Proposal. Each person, company, firm, or other entity that Respondent proposes to award a subcontract must be acceptable to the District. Acceptance of the Proposal does not constitute approval of the subconsultants identified with the Proposal.

ITEM 8. DIVERSITY

The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (Consultants 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 (Consultants and suppliers) by sharing information on W/MBEs to encourage their participation.

ITEM 9. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal 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 Proposal as principal. If the Proposal is submitted by a firm or partnership, the name and address of each member of the firm or partnership must be stated. If the Proposal 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.

ITEM 10. DELIVERY OF PROPOSALS

All Proposals shall be submitted to the attention of Department of Finance and Administration in sealed envelopes with the **Proposal number and Proposal 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. In the event you decline to submit a proposal, the District would appreciate submittal of the "No Response" form provided in the Proposal documents to describe the reason for not submitting a Proposal.

ITEM 11. QUALIFICATIONS OF RESPONDENTS - *TO SUBMIT WITH PROPOSAL*

The minimum requirements necessary to meet the qualifications for the contract to be awarded are as follows:

- a) Respondent shall have five (five) years experience on projects of a similar nature as described in the Statement of Work, by the individual, firm or project manager assigned to the project and shall have completed at least two (2) projects of the nature specified in the past three (3) years. Each project shall have had a project value of at least \$55,000 or greater. Respondents shall use the "Qualification Documentation" form provided in the contract documents to document the above qualifications. Failure to include the qualification documentation with the proposal shall be considered non-responsive.

The District shall also consider the responses provided in response to the attached Qualifications Statement, which must be completed and included with each Proposal, in evaluating the Respondent's qualifications.

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

ITEM 12. PROPOSAL GUARANTY

For the purposes of this Proposal, a Proposal Guaranty [] is [X] is not required.

ITEM 13. WITHDRAWAL OF PROPOSALS

The Respondent may withdraw its Proposal, with no forfeiture of the Proposal Guaranty, provided it submits such a written request to the District prior to the designated date and hour of Proposal opening.

The Respondent may not withdraw its Proposal after the designated date and hour of Proposal opening, except upon a showing of good cause. A Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District within its sole discretion and judgment. In such event, the District may require forfeiture of the Proposal Guaranty, if applicable.

ITEM 14. DISQUALIFICATION OF RESPONDENTS

Any of the following causes shall be considered sufficient grounds for disqualification of a Respondent and rejection of its Proposal:

- (a) Submission of more than one Proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
- (b) Evidence of collusion among Respondents;
- (c) Submission of materially false information with the Proposal;
- (d) Information gained through checking of references or other sources, which indicates that the Respondent may not successfully perform the Work;
- (e) Incomplete work for which the Respondent is committed by contract which, in the sole judgment of the District, might hinder or prevent the prompt completion of work under this contract if awarded to Respondent;

- (f) Respondent is in arrears on any existing contract with the District;
- (g) Respondent has defaulted on a previous contract with the District;
- (h) The District reserves the right to reject any Proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and to complete the Work required herein in a manner acceptable to the District and within the time period specified;
- (i) Any other cause which, in the District's sole judgment and discretion, is sufficient to raise doubt regarding the ability of a respondent to perform the Work in a manner that meets the District's objectives for the performance of the Work.

If, prior to the issuance of the Proposal documents, the District considers item (f) to be applicable to any prospective Respondent, the District will attempt to notify said prospective Respondent, who will not be allowed to pick up Proposal documents or submit a Proposal for the Work. If a Proposal is submitted, the District will notify the prospective Respondent and the Proposal will not be opened.

ITEM 15. 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 Consultant, supplier, subconsultant, 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.

ITEM 16. REJECTION OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities of any kind. The District reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

ITEM 17. EVALUATION AND AWARD PROCEDURES

Proposals will be evaluated by a District staff evaluation committee. The Evaluation Committee will meet at the District's Headquarters, Conference Room 226, Resource Management Building, at **10 a.m., February 7, 2011**, to discuss the evaluations. 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 February 14, 2011. Respondents who have been selected for such presentations shall be notified in advance of said date. Following the evaluation process, contract negotiations may commence with the respondent submitting the proposal most beneficial to the District. After evaluations and/or negotiations have been completed all respondents will be notified in writing of the staff's intended recommendation to the Governing Board at the meeting.

- (a) Proposals will be evaluated based upon INSTRUCTIONS TO RESPONDENTS, EVALUATION OF PROPOSALS.
- (b) If two (2) or more Proposals are equal in all respects, the contract shall be awarded as follows: (a) to the Respondent that has certified compliance with chapter 287.087, Fla. Stat. (Drug-Free Workplace); if inapplicable, (b) a tie Proposal shall be awarded by lot. A “Drug-Free Workplace” form is attached to the Proposal documents. Said determination shall be conducted by the District and shall be witnessed by at least three (3) representatives of the District, and may be attended by any and all Respondents or their representatives.
- (c) THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE CONTRACT.
- (d) Upon satisfactorily determining the Successful Respondent, and unless all Proposals are rejected, a contract substantially in the form attached in Section III - Agreement, shall be awarded within sixty (60) days of the Proposal opening, unless extended by mutual agreement of the parties. All Respondents shall be notified of the District's intent to award or decision to award the contract; provided, however, that for the purpose of filing a Proposal protest under section 120.57(3), Fla. Stat., the time period shall commence as provided in INSTRUCTIONS TO RESPONDENTS, NOTICE AND SERVICES THEREOF.

ITEM 18. POWER OF ATTORNEY AND COUNTERSIGNATURE

Attorneys-in-fact who sign Proposal Bonds and Performance and Payment Bonds must file with such bonds a certified copy of their power-of-attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the Surety, with proof of agency attached.

ITEM 19. 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 the Respondent. 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 Respondent .

ITEM 20. FAILURE TO EXECUTE AGREEMENT

Failure upon the part of the Successful Respondent to submit the evidence required in INSTRUCTIONS TO RESPONDENTS, EXECUTION OF AGREEMENT, within the time

frames established herein shall be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District shall be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

ITEM 21. USE BY OTHER STATE OF FLORIDA GOVERNMENTAL ENTITIES

Other State of Florida Governmental entities may purchase pursuant to this Agreement. Consultant may provide services described hereunder to such governmental entities at its discretion. The District shall not be considered a party to any Agreement or funding mechanism executed between any such governmental entity and pursuant to this section of the Agreement.

Eligible users of this Agreement include other water management districts, State of Florida agencies (including members of the state university system and the community college system), county, local county Boards of Public Instruction, municipalities, and other local public agencies or authorities. The general terms and conditions of this Agreement shall apply to the services procured thereby.

Funding mechanisms/work assignments must be executed in advance of work performed for another State of Florida governmental entity. The governmental entity shall utilize appropriate funding mechanisms (purchase orders, etc.) to authorize performance by the Consultant. All work performed shall be the responsibility of that governmental entity for payment.

Contract/Project Managers shall be identified for each work assignment executed between the Consultant and another governmental entity. The District's Contract/Project Manager(s) shall not be responsible for any work performed under any Agreement between another governmental entity and the Consultant.

ITEM 22. 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.

ITEM 23. FLORIDA SALES TAX

The attention of all prospective Respondents is directed to the fact that the District is exempt from payment of State of Florida sales tax pursuant to section 212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Request for Proposals is intended to remain tangible personal property and not become a part of public works owned by the District.

ITEM 24. TIME OF COMPLETION

Respondent agrees that time of completion is of the essence and that if awarded the Agreement, it shall proceed with the Work in accordance with the approved schedule and within the time period specified therein. In the event Respondent fails to complete the project within the time specified, the District shall impose liquidated damages as provided in the Agreement.

ITEM 25. 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.

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.

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.

ITEM 26. EVALUATION OF PROPOSALS

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

	CRITERIA	WEIGHT	SCORE	TOTAL
1	Background and Qualifications a) Knowledge of subject b) Ability and experience of firm to perform the services of the type identified in the Statement of Work tasks. c) Past experience on projects of a similar type as identified in the Statement of Work	.15		
2	Personnel a) Provide specific names and functions of personnel, i.e. Project Manager and staff, assigned to the project and their work locations b) Provide background, education and experience in projects related to the type in the Statement of Work. Include information relating to the five (5) years experience required on projects of a similar nature as described in the Statement of Work. c) Describe experience in water demand management potential and costing of water conservation projects using account level approaches and GIS. d) Identify and provide the availability of proposed staff to work on this contract	.15		
3	References a) Provide a list of two (2) similar projects completed during the past three (3) years and key personnel who worked on these projects b) Provide letters of reference from at least two (2) of those listed on the Reference Form. No more than one (1) reference shall be from the District.	.10		
4	Project Management a) Allocation of staff b) Technical Project Management Experience c) Identify subconsultants d) Commitment to project completion within time and budget constraints	.10		

5	Technical Merit a) QA/QC Methods b) Scientific, technical, and analytical approach to the Statement of Work provided in Section III, Attachment 1 - no more than five (5) pages (refer to Section I, Item 6). c) Completeness of proposal d) Clarity of proposal e) Ability to meet time constraints f) Adequately address project objectives	.20		
6	Cost Effectiveness : <u>The Cost Schedule shall be submitted in a separately sealed envelope and shall be included in the Proposal Package.</u> This Criteria will be evaluated as follows: a) Breakout by Task/Deliverable b) Costs will be scored according to the following: The Respondent whose proposal is the lowest will receive a Cost Effectiveness score of 10. All other responses will be scored proportionately using the following formula: Multiply the lowest proposal cost by 10, divide that amount by the next lowest amount to determine the Cost Effectiveness score.	.30		
	TOTAL	100		

Evaluation Rating Scale - 1 through 10:

More than adequate8 - 10
Adequate5 - 7
Less than adequate.....1 - 4
Not covered in proposal 0

The final selection of a Consultant by the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT will be based on the proposal which best meets the needs of the District. The District reserves the right to reject any or all proposals.

ITEM 27. 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.

SECTION II - FORMS
PROPOSAL FORM
PROPOSAL NUMBER 26814

Respondent:

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

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

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

Respondent agrees that if this Proposal is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work covered by this Proposal and other contract documents for the District no later than September 30, 2011, and shall furnish the required evidence of the specified insurance.

Respondent further agrees that, if it fails to complete the Work within the scheduled time as provided in the Agreement or any authorized extension thereof, then liquidated damages shall be deducted from the Total Compensation, as further set forth in the Agreement.

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

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

Date: _____

Firm name: _____

Signature: _____

This form to be included in Proposal Submittal

**COST SCHEDULE
PROPOSAL NUMBER 26814**

Proposal to be opened at **2 p.m., Friday, January 28, 2011**

To: St. Johns River Water Management District

In accordance with the advertisement requesting Proposals for the Water Demand Management Integrated Resource Model and System , subject to the terms and conditions of the contract documents, all of which so far as they relate to the Proposal are made a part thereof, the undersigned proposes to perform the specified work for the price contained in the following schedule (Fill in all blanks):

1. Water Demand Management Integrated Resource Model and System

TOTAL PROPOSAL COST FOR TASKS 1 – 19: \$ _____

TOTAL PROPOSAL COST IN WORDS FOR TASKS 1 - 19: _____

TOTAL PROPOSAL COST FOR TASKS 1 – 11, TASK 13, AND TASK 16: \$ _____

TOTAL PROPOSAL COST IN WORDS FOR TASKS 1 – 11, TASK 13, AND TASK 16: _____

Provide cost for each task identified in Attachment A, Statement of Work (Tasks 1 -19). Award will be based on the lowest total cost of Tasks 1 – 11, Task 13, and Task 16. The District reserves the right to add any of the remaining tasks to the contract through written contractual action, at the cost provided in the Response. Provide hourly rates with Proposal.

Respondents are reminded to refer to **SECTION I - INSTRUCTIONS TO RESPONDENTS**, for information to be included with their proposal package. Failure on the part of the Respondent to include this information with its proposal shall render the Proposal/Respondent non-responsive.

I hereby acknowledge, as Respondent's Authorized Representative, that I have fully read and understand all terms and conditions as set forth in this proposal, and upon award of such proposal, shall fully comply with such terms and conditions.

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

This form shall be submitted in a separately sealed envelope. The Cost Schedule envelope shall be submitted along with the balance of the proposal package.

**CERTIFICATE AS TO CORPORATION
PROPOSAL NUMBER 26814**

The below Corporation is organized under the laws of the State of _____, authorized by law to respond to this Proposal and perform all Work and furnish materials and equipment required under the contract documents, 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 Proposal 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.

This form to be included in Proposal Submittal

PROPOSED SUBCONSULTANTS
PROPOSAL NUMBER 26814

Respondent intends to use the following subconsultants on this project (if none, write "None") Make additional copies if needed:

1. Name and address of subconsultant: _____

Description of Work: _____

Estimated value of Work: _____

2. Name and address of subconsultant: _____

Description of Work: _____

Estimated value of Work: _____

3. Name and address of subconsultant: _____

Description of Work: _____

Estimated value of Work: _____

4. Name and address of subconsultant: _____

Description of Work: _____

Estimated value of Work: _____

5. Name and address of subconsultant: _____

Description of Work: _____

Estimated value of Work: _____

This form to be included in Proposal Submittal

**NON-COLLUSION AFFIDAVIT
PROPOSAL NUMBER 26814**

State of _____

County of _____

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

1. I am the owner, officer, representative, or agent of:
_____, the Respondent that has submitted the attached Bid or proposal.
2. The attached Bid or proposal is genuine; it is not a collusive or sham Bid or proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Bid or proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid or proposal in connection with the contract for which the attached Bid or proposal has been submitted, or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Bid or proposal of any other Respondent or proposer, or to fix any overhead, profit, or cost element of the Bid prices or the Bid price of any other Respondent or proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed contract.
5. The price(s) quoted in the attached Bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this Bid or Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, State of _____ at Large
My commission expires:
(SEAL)

This form to be included in Proposal Submittal

**CERTIFICATION OF MATERIAL CONFORMANCE WITH THE SPECIFICATIONS
PROPOSAL NUMBER 26814**

This statement must be completed by the Respondent and shall accompany its response for this project.

It is hereby certified by:

Name of Respondent: _____

Business address: _____

Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications hereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, State of _____ at Large

My commission expires:

(SEAL)

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION
PROPOSAL NUMBER 26814

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

Name of Respondent: _____

Respondent's tax identification no.: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar work described in the Instructions to Respondents: _____

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

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

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

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)

Respondent shall have completed at least two (2) projects of a similar nature, as described in QUALIFICATIONS OF RESPONDENTS, Instructions to Respondents, in the past three (3) years by the individual, firm, or project manager assigned to the project. Each project shall have had a project value of at least \$55,000.

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____

E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Names of personnel assigned to project:

Project manager: _____

Others: _____

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____

E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Names of personnel assigned to project:

Project manager: _____

Others: _____

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)

Completed Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____

E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Names of personnel assigned to project:

Project manager: _____

Others: _____

This form to be included in Proposal Submittal

QUALIFICATIONS DOCUMENTATION (continued)
REFERENCES
PROPOSAL NUMBER 26814

Respondent shall provide a total of three (3) references, which shall include the similar projects listed above. No more than one (1) reference shall be from the District. Respondent shall include a letter from at least two (2) references attesting to their abilities as it relates to the Statement of Work. (For similar projects listed above, simply state "Similar Project No. ____.")

Reference No. 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Reference No. 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Reference No. 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

This form to be included in Proposal Submittal

DRUG-FREE WORKPLACE FORM
PROPOSAL NUMBER 26814

The undersigned Respondent, in accordance with section 287.087, Fla. Stat., hereby certifies that

_____ does the following:
(Name of business)

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

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

Respondent's signature: _____

Title: _____

Date: _____

This form to be included in Proposal Submittal

**NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PROPOSAL NO. 26814**

WATER DEMAND MANAGEMENT INTEGRATED RESOURCE MODEL AND SYSTEM

Your reasons for not responding to this request for Proposals are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Department of Finance and Administration no later than the date set for receipt of Proposals. Thank you for your cooperation.

Please check (as applicable):

- ☐ Specifications too "general", (explain below)
- ☐ Insufficient time to respond to the Request for Proposals
- ☐ We do not provide this type of work for this project
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet proposal specifications
- ☐ Specifications unclear (explain below)
- ☐ Disagree with Contract terms and conditions (explain below)
- ☐ Other (specify below)

REMARKS: _____

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

SECTION III - AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND

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 Water Demand Management Integrated Resource Model and System ("the Work"). In accordance with RFP # 26814, 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; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (Items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM 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. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2011, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. COMMENCEMENT OF WORK.

- (a) 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
 - ☐ 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.** All deliverables, including Work not accepted by the District, are District property when Consultant has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in 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.

5. **FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Consultant a sum not to exceed _____ (the "Total Compensation").

6. PAYMENT OF INVOICES

- (a) Consultant shall submit monthly itemized 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 subconsultants or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Consultant; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Payments.** The District shall pay Consultant one hundred percent (100%) of each approved invoice.
- 7. **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.
- 8. **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-Consultants, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
- 9. **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.
- 10. **FUNDING CONTINGENCY.** This Agreement is 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 (1) 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 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.

11. **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)
E-mail: mcastane@sjrwmd.com

CONSULTANT

, 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, subconsultants, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

12. **PROGRESS REPORTING; FAILURE TO MEET SCHEDULE**

- (a) **Progress Reports.** Consultant shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Consultant, and may include emails, memos, and letters.
- (b) **Critical Path Management.** The District may require Consultant to provide a Critical Path Management (CPM) network for the Work, which shall be provided within fifteen (15) days of request. Consultant shall utilize Microsoft Project 2000 software for the CPM, with a separate line for each major section of work or operation. Consultant shall coordinate with the Project Manager in developing the format for the CPM and the schedule for updating.

- (c) **Progress Meetings.** The District may conduct progress meetings with Consultant on a frequency to be determined by the District. In such event, Consultant shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
 - (d) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of District-approved delays, Consultant shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the District may advise Consultant through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.
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 (1) 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. **AMENDMENTS.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District’s Project Manager may also issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Work that are not inconsistent with the purpose of the Work and both parties agree in writing do not affect the Total Compensation or the Completion Date.
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 subconsultants, 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 subconsultants 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.

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

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

CONSULTANT'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 subconsultants 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.

SUBCONSULTANTS: 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. **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 subconsultant 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 subconsultant nor any other provision of this Agreement creates a contractual relationship between any subconsultant 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 subconsultants and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
18. **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.

19. **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.

20. **COMPUTER CODES**

- (a) **Consultant Computer Codes.** Should Consultant incorporate proprietary software, methods or computer models ("Proprietary Software") developed by Consultant in the Work, such development not having been funded by the District pursuant to this Agreement or any prior agreement, Consultant may retain the proprietary rights to such Proprietary Software. Consultant shall identify in writing any such Proprietary Software to the extent it is incorporated in the Work. As part of the consideration for this Agreement, Consultant hereby grants the District a perpetual, non-exclusive license to the use of such Proprietary Software, including, but not limited to, its incorporation into a web-based computer model application that may be utilized by the general public. Documentation of Consultant's proprietary rights shall be provided to the District upon request. If a third party seeks access to the Proprietary Software as public records pursuant to section 119.07, Fla. Stat., the District shall notify Consultant in writing of the request so that Consultant may assert its proprietary interest. Consultant agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any suit by a third party claiming an interest in the Proprietary Software or a right to inspect the Proprietary Software as a public record. This obligation shall survive termination of this Agreement.
- (b) **District Computer Codes.** Consultant shall not be entitled to claim any proprietary right to computer codes that are developed by Consultant in fulfilling the requirements of the Work, which shall be considered a "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law.

21. **DISPUTE RESOLUTION.**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 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. **Consultant shall proceed with the Work**

in accordance with said determination. This shall not waive Consultant's position regarding the matter in dispute.

- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Consultant declines to modify the invoice, the Consultant must notify the District in writing within ten (10) calendar days of receipt of notice of rejection that the Consultant will not modify the invoice and state the reason(s) therefore. 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 Consultant's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a) above.

22. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (Consultants 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-Consultants. 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.

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

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

- (c) If Consultant in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Consultant's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Consultant shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.
24. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
25. **INTEREST IN THE BUSINESS OF CONSULTANT; NON-LOBBYING.** Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to 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.
26. **INDEPENDENT CONSULTANT.** Consultant is an independent Consultant. Neither Consultant nor Consultant's employees are employees 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 subconsultants 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 Consultant. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
27. **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.

28. **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.
29. **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.
30. **REMEDIES FOR NON-PERFORMANCE**
 - (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Consultant to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
 - (b) **Consultant Correction of Deficiencies.** The District shall provide Consultant with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Consultant disputes that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Consultant shall bear the cost of correcting all work of other Consultants that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
 - (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Consultant to correct incomplete or damaged Work caused by Consultant's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total

Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the District is performing a function that Consultant is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Consultant that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
31. **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.
32. **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 subconsultants 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 thirty (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.
33. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Consultant's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of twenty-four (24) hours in advance of the change and confirmed in writing.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONSULTANT

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

By: _____

Date: _____

Typed Name and Title
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 A
STATEMENT OF WORK

Water Demand Management Integrated Resource Model and System

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) evaluated potential for reducing current and future potable water demands from retail customers within five (5) utility service areas by implementing demand-side management practices which resulted in a report called *Water Conservation Potential for DWSP 2010* which can be accessed at ftp://ftp.sjrwmd.com/Water_Conservation_Potential_For_DWSP_2010_Final_Report/Water_Conservation_Potential_for_DWSP_2010_Final.pdf. The participating utilities were Gainesville Regional Utilities, Leesburg, Palm Bay, Palm Coast, and St. Johns County. Prior to that, a pilot study was conducted using standard industry benchmarks to estimate water use and water conservation potential. Water savings potential and costs were estimated for residential and commercial demand-management strategies over the 2010 to 2030 planning horizon, through the process of joining account-level water use with property appraiser and population data. The primary tasks comprising this project were collecting data, refining methods, analyzing water use, estimating conservation potential, and developing unit costs as well as identifying future enhancements.

The District obtained the most recent parcel geodatabases and accompanying business tables directly from county property appraiser offices for the five (5) participating utilities. The five (5) utilities provided account billing records with spatial references to parcels. The District received data in various formats covering various date ranges. The date range used for this study was January 2008 through December 2009.

The governing concept for that study was to join geospatial property attributes (typically in square feet) with a normalized water use (gallons per day per square feet) or benchmark to estimate conservation potential for various management practices applicable to the water use category and build-out condition. Proportioning water use into the type of use was a critical element in estimating conservation potential. The first step in this process was to separate water use between indoor and outdoor use and other key categories. The next step was to determine which water conservation strategies work best. The Consultant developed a library of conservation practices for estimating conservation potential in order to apply the water conservation directly to parcels. The costs and water use reductions associated with each strategy were determined utility-wide for the entire service area, costs were annualized and unit costs were determined in order to select the best mix of water conservation strategies.

The methodologies applied in the study were consistent with principles of the AWWA *Water Resources Planning Manual of Water Supply Practices M50*, Conserve Florida Guide and Alliance for Water Efficiency tools. Passive replacement, efficiency, and saturation rate assumptions were applied to estimate conservation potential for each conservation practice.

The study showed that several complex spatial databases can be joined together to create new relationships that can be leveraged to increase our understanding of public supply water use and estimate conservation potential. Many new processes and methods were introduced to achieve the study objectives. The experiences and findings of this work show there are opportunities to improve and enhance the methods and processes for future efforts. The District would like to continue to improve the process developed thus far.

II. OBJECTIVES

The primary objective of this project is to apply the process documented in *Water Conservation Potential for DWSP 2010* on ten (10) additional utilities. This objective includes the following components:

- Continued and enhanced identification of water conservation potential,
- Further determination of monthly normalized water use,
- Identification of parcels for application of water conservation best management practices (bmps,)
- Identification of recommended conservation bmps for implementation by utilities,
- Determination of capital costs and unit costs of utility-wide implementation of bmps.

Subsidiary objectives of this project are:

- Improving the process work-flow,
- Developing new systems to manage the effort,
- Training of District staff, and
- Developing systems and processes needed by the District to continue the work on its own.

III. SCOPE OF WORK

The Consultant shall collaborate with District staff to utilize and advance the methods developed in *Water Conservation Potential for DWSP 2010* to refine water use benchmarks, quantify potential water savings that can be achieved by improved water use efficiency for existing and future uses, and to determine the cost of implementing water conservation practices necessary to achieve the potential improvements in water use efficiency. Major efforts shall include the following:

1. Meet with water conservation staff to refine existing typical use and conservation savings benchmarks generated by *Water Conservation Potential for DWSP 2010* and apply the methods developed in the *Water Conservation Potential for DWSP 2010* in conjunction with account-level utility data provided by the ten (10) additional participating utilities to calculate conservation potential for each public water supplier in the District.
2. Work with District staff to collect account-level water use for the ten (10) additional participating utilities, using this data to capture the calendar year by month water use for each parcel to determine a monthly water use by parcel and water conservation potential, costing and funding mechanisms by parcel and aggregated to key categories of water use.
3. Coordinate with District staff and collaborating utilities to present emerging results and gather and implement utility feedback.
4. Provide the District with any training, databases and graphic user interfaces (including web based) final geodatabase, electronic files, and summary reports and appendices.

IV. TASK IDENTIFICATION AND DELIVERABLES

The Consultant shall be responsible for completion of the following Tasks:

Task 1 – Data Submittal and Additional Information

The Consultant shall gather account-level data from each utility using the District's data submittal template.

Deliverables: Utility water use tables by account in the agreed upon data template.

Task 2 –Data Verification and Preparation

The Consultant shall inspect the delivered data and shall perform data processing tasks such as spatial joins, geocoding accounts, and verifying data integrity. After inspecting data, the Consultant shall provide a summary of the data quality and recommend whether or not the data is suitable for further processing.

If the utility account data is received in an unusable format, the Consultant, with prior approval from the District, shall execute this task to clean the utility data so that it can be analyzed. The utility data shall be cleaned so that the majority of accounts are usable, however, it may not be feasible to clean the entire dataset. This entire effort shall not exceed three (3) weeks of time.

The data provided by the utilities shall be assumed to be binned into months correctly. After the data is received in the template, the Consultant shall Geocode any accounts, which do not already have a reliable location that is suitable for spatial analysis. The Consultant shall use the latest Panda Consulting parcel dataset (2010 parcels) provided by the District as the spatial foundation of the analysis. The Consultant shall seek recommendations from utilities on how to spatially represent accounts. Using these recommendations, the Consultant shall develop an approach and/or best practices for other utilities to use when endeavoring to represent accounts spatially.

Deliverables:

- Quality Control memorandum on status of data delivered in database schema
- Quality Assurance memorandum on how to represent accounts spatially
- Parcel and water use tables for each utility

Task 3 –Future Growth Rate Study

The Consultant shall evaluate different methods to project future residential water use in all service areas. This shall include comparing future water use projections generated by the District’s population growth model to a 20-year average growth rate for each water use category.

Deliverables: Residential Water Use Projections memorandum summarizing the differences in projected water use using the different population data sources and service area types. The memo shall include recommendations to project future water use for any future participating utilities. Incorporate agreed upon changes to the data once formulated by the Consultant and approved by District staff.

Task 4 – Additional Commercial/Industrial/Institutional (CII) Categories

The Consultant shall partition selected CII categories (schools, restaurants, hotels, office buildings, retail, and manufacturing) into more detailed groups using DOR code classifications, based on their water use volume. The Consultant shall research estimated end uses for the partitioned CII categories to better estimate water savings potential.

The Consultant shall first create a crosswalk table for submittal to the District documenting the proposed method to use the DOR codes to further split each category. After the crosswalk table is approved by the District, the Consultant shall partition the CII categories using the DOR codes provided in the Panda Consulting parcel dataset (2010 parcels) and the account level data as described below:

1. Schools

DOR codes and hydrograph separation shall be used to separate schools into:

- a. private schools

- b. colleges
 - c. public county schools, or colleges.
- 2. Restaurants
DOR codes and hydrograph separation shall be used to define restaurants as drive-in restaurants or restaurants/cafeterias.
- 3. Hotels
The Consultant shall attempt to further partition hotel water use using the following methods:
 - a. Hydrograph separation
 - b. Apply a spatial buffer to the hotel database points and assign the category from the hotel database to the DOR hotel parcels
 - c. Overlay the spatial buffer with roads to determine if any hotels can be readily classified as interstate hotels
 - d. If hotels have resort in the name, the hotel shall be classified as a resort hotel
- 4. Office Buildings
DOR codes and hydrograph separation shall be used to define office buildings as single story, multi-story, professional service buildings, or insurance company offices and financial institutions. If water use is not significantly different in any two (2) or more categories, these categories shall be combined into one (1) category.
- 5. Retail
DOR codes and hydrograph separation shall be used to define retail facilities as single story, mixed use (store and office or store and residential), department stores, or shopping centers.
- 6. Manufacturing
DOR codes and hydrograph separation shall be used to split manufacturing into manufacturing or processing facilities.

Deliverables: Crosswalk table of CII categories and how it is to be applied to participating utilities. Memorandum determining which categories of use can deliver potential savings. Incorporate agreed upon changes to the data once formulated by the Consultant and approved by District staff.

Task 5 –Account Level Analysis

Task 5a –General Statistics.

The Consultant shall use the account level data joined with the Panda Consulting parcel dataset (2010 parcels) to assign and calculate the following on a per parcel level and aggregate use by category:

Residential and CII accounts:

1. Residential and CII categories based on DOR codes and just values. The residential categories shall be compared for statistical variance. If water use patterns do not statistically vary in any two (2) categories, those two (2) categories shall be combined.
2. Build-out condition based on the year built. If year built does not exist for a parcel, the parcels shall be assigned a build-out condition.
3. Average use per actual building area, heated building area, parcel area assuming the Panda Consulting parcel data (2010 parcels) supports this level of detail.
4. Average month use per parcel divided by month use.
5. Number of toilets, faucets, showers, clothes washers, dishwashers, urinals, pre-rinse spray valves, and industrial washing machines. The fixture assumptions and calculations from the previous

studies shall be applied to estimate fixtures based on square footage. Care shall be taken that application of the BMPs is not over applied to fixture count estimates.

Single-family accounts only:

1. Irrigable area
2. Average monthly and monthly indoor use per month, actual building area, heated building area, and parcel area assuming the Panda Consulting parcel dataset (2010 parcels) supports this level of detail.
3. Average monthly outdoor use per month, irrigable area, and parcel area assuming the Panda Consulting parcel dataset (2010 parcels) supports this level of detail.

Summary tables reporting the average water use characteristics in each category and build-out condition shall be populated for each utility. The variation in use shall also be determined on a parcel level by dividing the annual average gallon per day use by each month's average per day use and aggregated by category. Accounts with irrigation meters or (automated meter reading (AMR)/automated metering infrastructure (AMI) data shall be used to corroborate indoor water use estimates.

Task 5b – Residential Outdoor Use and Gallons per Day per Connection

The Consultant shall refine the methods developed in *Water Conservation Potential for DWSP 2010* to quantify residential users and their corresponding average gallons per day per connection (GPDC) who meet the following qualifications:

1. Irrigators with in-ground automatic systems connected to the public water supply (Max – Min > 10KGal)
2. Irrigators without in-ground automatic systems connected to the public water supply (need to develop Max-Min type calculation)
3. Non-Irrigators (includes private wells, reuse)
4. Seasonal
5. Inactive

Task 5c – Multifamily per Unit Water Use

The Consultant shall collaborate with District staff to further refine multifamily water use estimates and develop a way to determine per-unit water use for master-metered multifamily accounts.

Task 5d – Tagging Residential Accounts with Low, Moderate, Average, and High Water Use

The Consultant shall evaluate residential water use on a utility basis and tag residential accounts as having low (25th percentile), average (50th percentile), high (75th percentile) or extreme (99th percentile) indoor water use based on their residential category and build-out condition. This process shall be repeated for outdoor water use for single-family accounts.

Deliverables: (a) Summary tables reporting general statistics for each utility. (b) Technical Memorandum describing the methods used to classify single-family residential homes to particular outdoor water use behaviors and their corresponding GPCD on a per utility basis. (c) Technical Memorandum describing the methods used to determine per-unit water use for master-metered multifamily accounts. (d) A parcel level geodatabase of the account level analysis with additional fields (e.g. average monthly water use and monthly variation by connection, irrigable area, indoor water, outdoor water use, non-irrigators, seasonal, per-unit water use, indoor use tag, outdoor use tag, etc.). (e) Agreed upon changes to the data once formulated by the Consultant and approved by District staff. For Tasks 5(a) – 5(d) the Consultant shall deliver the final data, formulated as approved to by the District.

Task 6 – Reuse

The Consultant shall estimate the amount of reuse in each utility service area based on the Florida Department of Environmental Protection (FDEP) annual Reuse Inventory or District reuse survey. The District will supply the Consultant with a shapefile of reclaimed water service area boundaries for the participating utilities. The Consultant shall identify parcels that fall within the reclaimed water service area boundaries and assume future customers within these areas will be served with reclaimed water for irrigation use. The Consultant shall determine the feasibility of using this work product, the annual reuse inventory, and cost calculation references for estimating the cost to extend reuse systems at a planning level. The Consultant shall specify how reuse accounts are treated in the application of BMPs for cost calculations.

Deliverables: Tabular estimate for amount of reuse within each participating utilities service area boundary shall be included in the final report along with agreed upon edits to the data once formulated by the Consultant and approved by District staff.

Task 7 –Current and Future Retail Water Use Calculations without Conservation

The Consultant generally shall apply the same methods used in *Water Conservation Potential for DWSP 2010* to calculate current and future retail water use. The Consultant shall modify or augment the data analysis process used in *Water Conservation Potential for DWSP 2010* as follows:

1. Metered use shall be used wherever possible to evaluate water use on the parcel level.
2. Benchmarks shall be applied only to future parcels and where metered use is unavailable. If metered use cannot be used in some areas, Consultant shall notify District and provide documentation explaining the issues in the final report.
3. The Consultant shall project future water use, based on the agreed upon method from Task 3 and the most recent build-out condition benchmarks (gpd/sq. ft.) developed in Task 5a.
4. The Consultant shall use the latest Panda Consulting parcel dataset (2010 parcels) to use as the foundation of the spatial analysis.

This task includes a meeting between the Consultant and District staff to agree on the methods to be used in the processing after the Consultant reviews the data. Retail water use without conservation strategies shall be projected for five (5) year increments up through 2030.

Deliverables: Meeting minutes documenting the discussion and methods agreed upon to process the data. Parcel level database with current and future water use. Incorporate agreed upon edits to the data once formulated by the Consultant and approved by District staff.

Task 8 – Consult with Participating Utilities

The Consultant shall keep the participating utilities up to date on emerging results of the project and solicit comments and suggestions from the group. The budget includes up to three (3) conference calls/online with all utilities, one (1) at the beginning of the project, one (1) at the end of the water use analysis, and one (1) after the preliminary conservation estimates.

Deliverables: Meeting minutes documenting the results of the consultation with all participating utilities including the three (3) conference calls/online meetings. Any PowerPoint presentations delivered via online meetings.

Task 9 – BMP Library

The Consultant shall modify the BMP library to include both utility and customer Operation & Maintenance costs for each BMP rather than a global application, as well as additional savings, such as cost for energy and wastewater. Additional BMPs such as on-time water heating equipment shall be considered and added to the library as necessary.

Deliverables: One (1) draft BMP Library and one (1) final BMP Library. The Consultant shall deliver one (1) draft to the District for review and comments. The Consultant shall incorporate the comments from the District to deliver a final updated BMP library.

Task 10 – Costing Tool

The Consultant shall re-evaluate the Conserve Florida tool to consider its application during the current project effort. This shall include a workshop with District staff and Conserve Florida to understand the updates to the tool. The Consultant also shall work with the District's economists for up to three (3) hours to confirm a method for evaluating conservation against other water supplies in a 20-year water supply planning horizon.

Deliverables: Meeting minutes from workshop. Functional Specification memorandum for developing a costing tool specific to the District for use by any interested parties. Incorporate agreed upon procedural changes once formulated by the Consultant and approved by District staff.

Task 11 –Conservation Retail Water Use and Costs

The Consultant shall apply the methods used in *Water Conservation Potential for DWSP 2010* to calculate 2030 retail water use with cost-effective conservation BMPs for each participating utility for the following scenarios:

1. Three (3) different program implementation periods: 5, 10, and 20 years.
2. Multiple cost thresholds (\$1-\$20) approved by the District for the 20-year implementation period.
3. Scenarios where the utility's costs can be adjusted as a percentage of the total program cost in order to simulate rebates, cost shares, grants, etc for selected BMPs for a 20-year implementation period. The cost scenarios shall be built into the tool described in Tasks 12 and 15.

Water use reduction from conservation shall be based on the results of the account level analysis of water use performed in Task 7. BMPs shall be applied on per parcel basis and aggregated on a per category and build-out basis. The results from this task shall be summarized by category and build-out condition. The saturation rates shall be approved by the District and held constant through the analysis.

Deliverables: 2030 Conservation Potential memorandum summarizing the results of the different scenarios for each utility.

Task 12 – Conservation Scenario Tool

The Consultant shall develop an interface that will allow the end user to modify and control input variables on specific conservation program scenarios. The product shall include the ability to run scenarios where the utility's responsibility for program costs can be changed based on rebates, cost share, grants, etc. Using the results of each analysis task as a benchmark, the end user shall be able to modify selected inputs to produce alternative results. Each scenario shall be able to be saved as a specific model that can be run, can generate graphs and results evaluated. The interface shall be built around the

database schema developed during the course of the project. This shall be a basic useable tool that demonstrates proof of concept and can be further refined the District.

Deliverables: Interface for modifying selected input parameters for the purpose of evaluating the results of specific conservation program scenarios. The tool shall include the ability for the end user to save scenarios. Provide support to District staff in training for the use of the tool and method used to update and add data sets.

Task 13 – Provide Support to District on Account Level Analysis

The Consultant shall support District staff with processing and incorporating other utilities account level data into the workflow and in preparation for the District to take-over the data analysis process. This is a support task with frequent communication (emails, telephone calls) with District staff to provide guidance on how to process the account level data throughout the workflow. The Consultant shall quality control the District's process and results at the end of the water use analysis and after the preliminary conservation estimates. This effort shall include support throughout the entire workflow.

Deliverables: Two (2) Quality Control memorandums including one (1) memo on the status of the water analysis and another memo on the status of the preliminary conservation estimates.

Task 14 – Practitioner Measures

The Consultant shall collaborate with District staff to determine a method for generating practitioner measures of water use (per bed-day, per hotel room, etc) and incorporating them into the workflow if it is determined to be practical and beneficial. This task may include requesting data from property appraiser offices or Conserve Florida Clearinghouse and conducting literature and internet searches.

Deliverables: Technical Memorandum describing the methods used to determine per-unit water use for practitioner measures. Incorporate agreed upon changes to the data once formulated by the Consultant and approved by District staff.

Task 15 –Financial Impacts Study

The Consultant shall work with District staff to develop a method for evaluating additional financial impacts resulting from water conservation including energy, chemical treatment, and wastewater treatment and delivery savings, loss of revenue, and deferred capital cost savings. The evaluation shall include a statement of the various financial vehicles that could be used through rehabilitation and replacement capital improvement programs and Energy Savings Companies, State Revolving Fund financing vehicles, Federal economic stimulus funds. Once the method is approved, the Consultant shall estimate the additional cost impacts from conservation for all utilities. The ability to evaluate these impacts will be dependent on the quality and completeness of the supporting data received from the utilities gathered during Task 1. If needed, general estimates from local and national literature shall be applied. The Consultant shall work with the supporting data if supplied by the utilities. The Consultant shall use available costing documents from the District and others recommended by the District for use in determining avoided costs and energy and chemical treatment savings.

Deliverables: Utility Water Conservation Financial Implications key considerations and assumptions, as well as how these financial implications impact the total capital costs in the costing tool for these and other participating utilities (see task 10). Statement of financial vehicles, which can be used to fund conservation, based on the evaluation of financial impacts.

Task 16 Analysis of Weather Effects

The Consultant shall normalize the data to adjust for weather. Doppler data shall be provided by the District for each utility service area. The normalization shall be done on a monthly basis for each significant category of use. Individual parcels shall be populated with the weather data corresponding to each month's volume of use.

Deliverables: Weather Normalization of Account Level Data memorandum describing the key considerations, assumptions, methodologies and results from the task effort.

Task 17 – Evaluation of Rate Increases on Use of Private Wells

The Consultant shall review the District's most recent private well completion report database to determine if a correlation can be made between the participating utilities' private well densities (wells/square mile). The Consultant shall perform analysis on each utility which has recently undergone a substantive cost-of-service rate change to evaluate the effect rate increases have on the number of private well installations. Correspondence with local health departments may be required to obtain their well databases to enhance the analysis. Depending on the data available, an estimate of water use displaced from the utility to private wells shall be made over the period of analysis.

Deliverables: Technical Memorandum summarizing the study evaluating the effect public water supply rate increases has on water use and the number of private well installations.

Task 18 – AMR/AMI Data Evaluation

The Consultant shall evaluate AMR/AMI data from all available utilities to determine if it provides the resolution needed to estimate:

1. accounts likely to have residential irrigation systems (may use separate meter data)
2. accounts likely to have leaks
3. the volume of leaks on the customer side of the meters
4. compliance with irrigation ordinances

The Consultant shall develop methods to calculate these estimates. The completion of this task will be dependent on the ability of the utilities to provide this data as well as the frequency and quality of the readings within the data. The Consultant shall be responsible for obtaining the AMR/AMI data from the utility.

Deliverables: AMR/AMI Demand-side Management Evaluation memorandum describing the methods and summarizing the results from evaluating AMR/AMI data to estimate irrigation systems, leaks, and non-compliance to irrigation ordinance.

Task 19 – Web Based Tool Development

The Consultant shall develop a water conservation working, web-based viewing tool to view and compare residential water use and promote conservation through education. The purpose is to evaluate the benefit of providing this information to the public as an educational tool that encourages water conservation. The features shall include:

1. Ability to view monthly consumption by parcel with a color ramping display on a 12-month

- average and variation from the average.
- 2. Ability to identify an account and display the past 12 months of water consumption in a bar chart with a comparison to the monthly average for a house in a similar category
- 3. Ability to show all parcels with BMPs and summarize monthly average and total water consumption for residential categories with and without BMPs

Deliverables: Web based tool to view, compare and track residential water use and promote conservation.

V. ADDITIONAL DELIVERABLES

1. Reporting

The Consultant shall provide a comprehensive project report summarizing the methodology used for each task, data, data sources, and results from *Water Conservation Potential for DWSP 2010*. The water use types in the final report will focus mainly on the top water use categories. The report will summarize and present the effort and results of Tasks 1 through 19. Detailed descriptions of the methods used in the analysis will be included as an appendix to the final report and will be compiled in a manner conducive for other utilities to repeat the process for their account level data.

A workshop shall be scheduled for the Consultant to receive feedback on the report from the District and participating utility staff. The Consultant shall incorporate this feedback to deliver a final report to the District.

2. Data Deliverable

The Consultant shall provide the District with a geodatabase containing parcels and account data tables related by a unique ID at the completion of the project. The parcels shall include newly added fields identifying account attributes including: irrigators with in-ground automatic systems connected to the public water supply, irrigators without in-ground automatic systems connected to the public water supply, seasonal users, etc. The BMP tables shall be related at the parcel level, if possible, identifying the savings and costs by BMP for each parcel. Metadata shall be created to accompany the data deliverables.

3. Data Sources

The Consultant shall obtain the following data, and provide it to the District prior to Task 3.

- 1. Utility account level data in data submittal template
- 2. AMR/AMI data

The Consultant shall use the following data sources that were obtained for the *Water Conservation Potential for DWSP 2010* conservation project.

- 1. District population projections
- 2. The District will provide the following information to the Consultant:
 - a. Panda Consulting parcel dataset (2010 parcels) containing DOR codes and all pertinent parcel information including building area, heated area, year built, and just value.
 - b. The current project utilities rate structure, water and wastewater operations and maintenance (O&M) costs (\$/gal), treatment process description
 - c. Most recent private well completion report database
 - d. Most recent hotel and hospital data file
 - e. Literature sources and websites to help develop practitioner measures
 - f. Reuse boundaries per utility service area
 - g. Utility service area boundaries

Assumptions:

1. The billing data provided by the utilities will be assumed to have some spatial identifier, i.e. an x, y coordinate or address.
2. The Consultant shall work with the utility water use data submitted as-is and shall not correct or update the utility water use information, unless it has been agreed to in advance. Re-submittals of new or updated utility data after the analysis has begun will not be included in the analysis.
3. DOR codes provided in the Panda Consulting parcel dataset (2010 parcels) shall be used.

IV. TIME FRAMES

This project shall be complete no later than September 30, 2011. A detailed schedule, by task, shall be presented by the Consultant for District approval prior to execution of the contract.

ATTACHMENT B - INSURANCE REQUIREMENTS

Consultant 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. Consultant 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, automobile liability and professional 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. Consultant 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 Consultants, (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.** \$500,000 combined single limits per accident for bodily injury and property damage.
- (d) **Umbrella Policy.** With limits of \$1,000,000.

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management