

SOLICITATION COVER SHEET**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS****SUBMIT PROPOSALS TO:** SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
VIA: WWW.DEMANDSTAR.COM**DIRECT INQUIRIES TO:** Rachelle Jones, Senior Procurement Specialist
Phone: 352-505-2970 **Fax:** 352-754-3497 **E-mail:** procurement@watermatters.org**DATE POSTED:** December 08,
2023**PROPOSALS WILL BE OPENED:** January 16, 2024 at 2:00 p.m., local
time**PRE-PROPOSAL CONFERENCE:** N/A**VIRTUAL ORAL INTERVIEWS:** February 26, 2024 – March 01, 2024 (Tentative date, time(s) TBD)**SOLICITATION TITLE:** RFP 23-4192 Engineering Design Services for Water Control Structures**SPECIFICATIONS:** The Southwest Florida Water Management District seeks proposals from licensed, qualified Consultants to provide engineering services for the District's operable water control structures. The engineering services include data collection, program phase planning, design and plans production, technical specifications, permitting, and other services related to the rehabilitation of the water control structures.**Respondent Name:****Reason for No-Bid:****Mailing Address:****City-State-Zip:****Telephone Number:** () -**FAX Number:** () -**Toll-Free Number:** () -**Email address for correspondence:****Authorized Signature:****Full Name (please print or type):****Title (please print or type):**

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

THE DISTRICT OFFICIALLY POSTS SOLICITATION PACKAGES ON WWW.DEMANDSTAR.COM AND WWW.WATERMATTERS.ORG/PROCUREMENT. THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR AT WWW.DEMANDSTAR.COM. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT ITS PROPOSAL IS TIMELY UPLOADED. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED. TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS (RFP) # 23-4192
ENGINEERING DESIGN SERVICES FOR WATER CONTROL STRUCTURES

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REFERENCE DOCUMENTS

REFERENCE DOCUMENTS – Available for download from the District and DemandStar websites or if exempt per chapter 119, Florida Statutes, as stated in the Internet Availability and the Exempt and Confidential Documents sections of this RFP:

Figure 1 – 75% Drawings and Specifications (CDM Smith, 2022)(Exempt)

PART I - GENERAL CONDITIONS

1.1 PURPOSE.

The purpose of this RFP is to provide guidelines for submission of proposals to qualify for the nature of services described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS.

"Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this RFP. "Sub-Respondent" means any subcontractor providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.

1.3 DEVELOPMENT COST.

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

1.4 CHANGES, DELAYS, AND ADDENDA.

District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District.

District solicitations, changes, delays, addenda and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Potential respondents are responsible for rechecking the websites for any changes or addenda prior to the due date and time.

All interpretations and supplemental instructions will be in the form of written Addenda to the solicitation documents including District answers provided in response to the Technical Questions provided in Section 1.11 of this RFP. Failure to acknowledge receipt of all Addenda may be grounds for rejection of a proposal.

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. Prospective Respondents are advised that no other sources are authorized to give information concerning, explaining, or interpreting solicitation or contract documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

1.5 PRE-PROPOSAL CONFERENCE.

A pre-proposal conference will not be held for this RFP.

1.6 RULES FOR PROPOSALS.

Two (2) or more firms may combine for the purpose of responding to this RFP providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

1.7 CONTINGENCY FEE.

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

1.8 PROPOSAL FORMAT.

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

- The electronic copy response to this RFP will be uploaded to www.demandstar.com in an exact Adobe™ Portable Document Format File (.pdf).
- Unless otherwise specifically noted, the response will be 8.5" x 11" formatted for print.
- Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs, and charts which can use 10-point font. All information furnished must be legible.
- All pages will be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.
- A Table of Contents (TOC) will be included at the beginning of the response and will not count toward the page limits detailed in this RFP. The titles in the TOC must be the titles provided in Subsections 1.8.8 Completion of all Proposal Documents. The TOC will identify the page numbers on which the subsection and subsubsections begin. Links in the TOC to each section will be provided and bookmarks shall be generated in the .pdf for ease of navigating.

1.8.1 Solicitation Cover Sheet – Respondents must sign and return the Solicitation Cover Sheet with their proposals.

1.8.2 Letter of Transmittal – This letter should not exceed one (1) page and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, and their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.8.3 Organizational Profile and Qualifications – This section of the proposal should provide a description of your organization, including location(s), size, range of activities, Project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field.

1.8.4 Overview – This section will provide an overview that demonstrates the Respondent's understanding of proposed goals and objectives of the needs of the District and describe the Respondent's ability to furnish the type of Services at the management and team member level. This section will include a description of how the Respondent proposes to manage projects, manage Sub-Respondents, provide quality assurance/quality control procedures, and effectively communicate.

1.8.5 Project History - This section of the response will not exceed more than six (6) pages in length and will provide at least three (3) examples of past projects that are at substantial completion within the last five (5) years from the posting of this RFP. These examples must demonstrate the

qualifications of proposed Team Members to perform the types of tasks. For each example project, include a project contact name, address, telephone number and email address, a description of the project and the professional services performed by the Team Members, including their roles, the original and final project cost, and the dates when the professional services were initiated and completed. The District reserves the right to contact project contacts as references.

- 1.8.6 Professional Qualifications** – This section of the response will provide resumes of Key Personnel and Team Members for which the Respondent is seeking to be qualified and copies of all licenses and certifications required of the Respondent, Sub-Respondents, and each professional offered to provide Services to the District pursuant to Florida law. Resumes must be no more than two (2) pages in length per individual. The resumes will provide an overview of the individual's experience, education and training and must demonstrate the individual's qualifications for the professional services being sought. Do not include resumes or licenses of staff members who will not be working on District projects. Provide one resume per individual followed by a copy of their applicable license(s,) filed by company then by name alphabetically.

Certification/Licenses that may be provided are as follows:

- Certificate of Authorization – Provide a copy of the company's current business "Certificate of Authorization" for the applicable profession(s) for the Respondent and all Sub-Respondents.
- Professional Engineers – Provide a copy of the Florida professional engineer (P.E.) license for each P.E. proposed as Key Personnel or Team Members for this RFP in accordance with Chapter 471, Florida Statutes.
- Professional Land Surveyors and Mappers – Provide a copy of the Florida professional land surveyor and mapper license for each land surveyor and mapper proposed as Key Personnel or Team Members for this RFP in accordance with Chapter 472, Florida Statutes.

- 1.8.7 Scope of Work** – See Part III – Scope of Work, Paragraph 3.3 for details.

- 1.8.8 Completion of all Proposal Documents.** In addition to the proposal submission requirements listed in Subparagraphs 1.8.1 through 1.8.6, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this RFP on each Addendum Form issued with their proposal.
- Attachment 2 – Public Entity Crime Statement
- Attachment 3 – Certification Regarding Drug-Free Workplace Requirements
- Attachment 4 - Exempt Documents Distribution Agreement (EDDA) - **Forms to be signed by an authorized individual and submitted prior to Respondent being eligible to receive confidential and/or exempt reference documents as contemplated in Exempt and Confidential Documents (section 1.32 below).**

- 1.8.9 Cost/Fees** - Costs will not be submitted with your proposal. Fee Schedules will be negotiated with the most qualified firms as provided in Paragraph 5.1, Evaluation and Final Selection of this RFP and Section 287.055, Florida Statutes.

1.9 ORAL INTERVIEWS.

The highest ranked Respondents will be required to participate in oral interviews with the Evaluation Committee. These interviews provide an opportunity for the Respondents to answer questions to clarify their proposals. Each interview with questions and answers should last no more than forty five (45) minutes. The key team members identified in the proposal must attend oral interviews.

Pursuant to Section 286.0113, Florida Statutes, the oral interviews are exempt from Section 286.011 and Section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

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

1.10 PROPOSAL OPENING.

Proposal opening will be open to the public, on the date and at the time specified in the RFP. It is the Respondent's responsibility to assure that its proposal is uploaded to DemandStar at the proper time. Proposals that are not timely uploaded will not be considered.

To be considered, one electronic Adobe™ Document Format File (.PDF) of a proposal must be uploaded to www.Demandstar.com, by 2:00 p.m., Local Time, on January 16, 2024. Proposals not received in a timely manner by DemandStar will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes.

The District may make an award within one hundred twenty (120) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within one hundred twenty (120) days, the response shall remain firm until either the District awards the Contract or the District receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a proposal, Respondent agrees to all the terms and conditions of this RFP and those included in the sample agreement attached as Attachment 1. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal shall constitute Respondent's acknowledgement of all terms and conditions of this RFP and the District will construe the proposal as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFP or sample agreement, Respondent must submit its request under the procedure set forth in Section 1.11, Technical Questions.

AS INDICATED ON THE COVER SHEET, THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR. PROPOSAL PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The District is providing a virtual option to join the proposal opening for RFP 23-4192 Engineering Design Services for Water Control Structures. The meeting will begin at 2:00 p.m. on January 16, 2024.

Respondents may view the opening by clicking on the “Join Microsoft Teams Meeting” title below. You may also click on or copy and paste the following Teams Link URL into your browser:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](https://bit.ly/480WSdN)
<https://bit.ly/480WSdN>
Or call in (audio only)
[+1 786-749-6127](tel:+17867496127),,784206205#**United States, Miami**
Phone Conference ID: 784 206 205#

1.11 TECHNICAL QUESTIONS.

All questions must be presented in writing to Procurement@Watermatters.org or the physical address as stated in Section 1.29 and received by the District no later than ten calendar days prior to the proposal opening, 5:00 p.m. on January 5, 2024. Inquiries must reference the proposal title, number, and the date of proposal opening. Respondents are responsible to check the District’s web site as specified in Section 1.4, Changes, Delays, and Addenda, for the District’s responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

1.12 CONFLICT OF INTEREST.

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

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

1.13 PROPOSAL WITHDRAWAL.

Proposals may be withdrawn at any time prior to the opening via the DemandStar platform.

1.14 PUBLIC AVAILABILITY OF RECORDS.

Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared, or submitted in response to this RFP will be subject to the provisions in Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate electronic copy PDF file) and mark that specific information as “CONFIDENTIAL”, state the reason such information is exempt from public disclosure, and provide the specific statutory citation for such exemption (i.e., Section 815.04, Florida Statutes); otherwise, Respondent waives any possible or claimed exemption upon submission, effective at opening.

Respondent, as part of this solicitation process (and as a Consultant if successful) may in various forms or media hold, come into possession of, generate and/or make lawful copies of certain security and fire safety

system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District which under section 119.071(3), Florida Statutes, are confidential and/or exempt from the inspection, examination, and/or duplication of public records provisions of Florida's Public Records Law (Exempt Plans). Information made exempt by section 119.071(3), Florida Statutes, may only be disclosed to licensed architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree to maintain the exempt status of the Exempt Plans. Respondent has read and is familiar with Florida's Public Records Law. Respondent is and shall remain in compliance with said laws, including maintaining the exempt status of the Exempt Plans for so long as any Exempt Plans are held by or otherwise in Respondent's possession and require the same of those with whom Respondent lawfully shares the Exempt Plans. Notwithstanding the preceding, unsuccessful Respondents shall destroy all Exempt Plans (and any copies thereof in whatever media) in possession of Respondent (or in possession of others by or through Respondent) upon issuance of the Notice of Intent to Award.

The Florida Public Records Act, Section 119.071(1)(b), Florida Statutes, as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Intent to Award pursuant to Section 120.57(3)(a), Florida Statutes, or within 30 days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals.

1.15 RESPONSIVE/RESPONSIBLE.

At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Proposals that fail to list all Sub Respondents as required in Section 1.8, Proposal Format, will be rejected as non-responsive. Responses that do not meet all requirements of this RFP or fail to provide all required information, documents, or materials as provided in Section 1.8, Proposal Format, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this RFP, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub Respondents to ensure acceptability.

1.16 RIGHT TO ACCEPT OR REJECT PROPOSALS.

Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this RFP but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.17 NOTICE OF INTENT TO AWARD.

The Notice of Intent to Award will be posted for review by interested parties on the District's Internet website, (<http://www.watermatters.org/procurement>) and www.demandstar.com.

1.18 PROTESTS.

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

1.19 AGREEMENT INFORMATION.

The contents of the proposal of the successful Respondent will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract resulting from this RFP and venue will lie in Hillsborough County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least five years following completion date provided such disclosure does not undermine the independence or the validity of the audit process. The successful Respondent will also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract. A sample agreement is attached as Attachment 1.

1.20 TRUTH IN NEGOTIATION.

Any agreement resulting from this RFP will require the Respondent to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. The Agreement will also contain a provision that the original Fee Schedule and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Fee Schedule was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such adjustments will be made within one year following the end of the Agreement.

1.21 INDEMNIFICATION.

See Paragraph 11 in Attachment 1, Sample Agreement.

1.22 WITHHOLDING PAYMENT.

The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any contract with the District.

1.23 TERMINATION.

Unless otherwise agreed to by the District, any contract resulting from this RFP may be terminated by the District without cause upon ten days written notice. Termination is effective upon the tenth day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Statement of Work, are documented in the budget, and are allowed under the Agreement.

1.24 LAW COMPLIANCE.

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

1.25 AMERICANS WITH DISABILITIES ACT (ADA).

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (Florida only); or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

1.26 PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal to this RFP, the Respondent certifies that it is not on the convicted vendor list.

1.27 SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By submitting a proposal in response to this RFP, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of its proposal.

1.28 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with Section 448.095, F.S, and (iii) it is and

shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that Respondent or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes the District shall terminate (or order the termination of) their contract. Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Respondent and each subcontractor performing through Respondent are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

1.29 CORRESPONDENCE.

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

Procurement Services Office (BKV-2-PRO) Building 2
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: procurement@watermatters.org

Proposed Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this RFP, except in writing to the Procurement Service Office as provided in this RFP, until the Notice of Intent to Award is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

1.30 BACKGROUND CHECKS.

The District will require the Contractor to perform and provide the District with a background check on all persons assigned to perform work for the District on behalf of Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as the Contractor, or the District may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 Florida Statutes, for further detail about statutory requirements).

1.31 PURCHASES BY OTHER PUBLIC AGENCIES.

With the consent and agreement of the Consultant, purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

1.32 EXEMPT AND CONFIDENTIAL DOCUMENTS.

Reference documents that are confidential and/or exempt pursuant to section 119.071(3), Florida Statutes, shall be made available to interested individuals or entities subject to applicable law. Specifically, to receive figures marked as confidential and/or exempt reference documents as an electronic file or other media as the District may deem appropriate (Exempt Documents), potential Respondents must have an authorized representative sign the District's standard Exempt Documents Distribution Agreement (EDDA) form which is provided in this RFP. Upon the District's receipt of a signed EDDA and its confirmation that the potential Respondent may receive confidential and/or exempt documents, the potential Respondent shall be provided access to the Exempt Documents. Potential Respondent shall send a completed and signed EDDA to Procurement Services at Email: procurement@watermatters.org. Potential Respondents are

encouraged to submit signed EDDA as soon as possible, considering whether it wishes to review such documents prior to submissions. The District will review completed, signed EDDAs on a first come, first served basis subject to staff availability. EDDAs received less than three business days before the opening date and time will not be reviewed.

PART II - INTRODUCTION

2.1 GENERAL INFORMATION.

The Southwest Florida Water Management District (District) hereby solicits offers for the services of qualified Respondents for the following purpose:

This is a multi-year program to provide engineering services for the District's operable water control structures. The District has identified the need to modernize eight of its aging water control structures in the Northern and Tampa Bay Planning Regions which provide regional flood protection. The engineering services include data collection, program phase planning, design and plans production, technical specifications, permitting, and other services related to the rehabilitation of the water control structures. See Part III – Scope of Work, Paragraph 3.3 of this RFP for more details.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes.

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

This RFP is in accordance with and pursuant to Section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA).

2.2 BACKGROUND INFORMATION.

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

2.3 TERM OF CONTRACT.

The expected term of the contract resulting from this RFP will be from the date of execution through October 31, 2033.

2.4 BUDGET. The anticipated budget for this project is One Million Six Hundred Thousand Two Hundred Forty Three Dollars (\$1,600,243) and is contingent upon approval by the District's Governing Board.

The District anticipates qualifying, negotiating and entering into a cost reimbursement Agreement with the highest ranked Respondent to accomplish the work detailed in this RFP.

2.5 PROPOSAL CALENDAR. The following is a list of key actions and dates:

<u>ACTION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
REQUEST FOR PROPOSALS ISSUED	December 08, 2023	

DEADLINE FOR TECHNICAL QUESTIONS	January 05, 2024	5:00 PM
SUBMISSION DEADLINE	January 16, 2024	2:00 PM
PRELIMINARY EVALUATION COMMITTEE MEETING	February 12-16, 2024	TBD*
ORAL INTERVIEWS	February 26-March 01, 2024	TBD*
FINAL EVALUATION COMMITTEE MEETING	February 26-March 01, 2024	TBD*
NOTICE OF INTENT TO AWARD	March 08, 2024	TBD*
AGREEMENT EXECUTION	TBD*	TBD*

**TBD – To be Determined*

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PART III – SCOPE OF WORK

3.1 PROJECT DESCRIPTION / WORK OBJECTIVE.

This is a multi-year program to provide engineering services for the District's operable water control structures. The District operates and maintains the structures and failure of any of these flood control structures has the potential to cause public health and safety, property, financial, environmental, and function impacts. The District has identified the need to rehabilitate eight of its aging water control structures in the Northern and Tampa Bay Planning Regions which provide regional flood protection. Improvements to the structures include replacing or repairing the existing steel gates and converting the existing hydraulic lift system with an electric drum and cable lift system. The engineering services include data collection, program phase planning, design and plans production, technical specifications, permitting, and other services related to the rehabilitation of the water control structures.

3.2 PROFESSIONAL QUALIFICATIONS.

Respondents must provide the following documentation to substantiate their qualifications to provide the services set forth in this RFP.

3.2.1 This RFP requires the services of a Professional Surveyor and Mapper and Professional Engineers. The following information is required to verify that the Respondent are licensed to provide the professional services in the State of Florida, in accordance with Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code:

3.2.1.1 Copy of Respondent's current Board of Professional Surveyors and Mappers "Certificate of Authorization"; and

3.2.1.2 Names and Florida Professional Surveyor and Mapper (PSM) license numbers of all surveyor and mappers proposed for this RFP, in accordance with Chapter 472, Florida Statutes.

3.2.1.3 Copy of Respondent's current license Professional Engineer in the state of Florida.

3.2.2 All survey work for the project must completed by a Florida licensed Professional Surveyor and Mapper (PSM) and in accordance with Florida Statute 472 and Rule 5J-17, Florida Administrative Code.

3.2.3 Résumés of key team members detailing years of experience, years working with the Respondent or Sub-Respondent, college degrees, certifications, professional licenses, relevant software or other proficiencies and significant accomplishments.

3.2.4 Respondents must provide qualifications of the team to include but not limited to the following elements: (1) civil engineering projects including water control structures and spillways, (2) Structural engineering design with experience related to load analysis, reinforced concrete, steel, anchors, welding, and connections (3) Engineering design of mechanical systems including experience with electric motors, actuators, and drum and cable lift systems (4) Engineering design of electrical services with experience with generators, switchgear, meters, motors, and controls (5) Engineering design of controls systems including telemetric, SCADA, transducers, and programmable logic controllers.

3.2.5 Respondents must provide a minimum of three references from organizations that they completed recent projects for within the last five (5) years, that are similar in scope and complexity to this Project, including all major aspects of the scope of work.

3.3 SCOPE OF WORK.

Respondents must clearly address their approach, time schedule, activities work products, and prior experience for each of the sections and tasks under each section detailed below. To facilitate the review process, all proposals must be formatted using the section and sub-section numbers and titles detailed below.

This Scope of Work (SOW) is divided into eight (8) sections: Data Collection & Project Plan, Establish Program Phases, Design Services and Cost Estimate, Specifications, Permitting Requirements, Construction Contract Bid Support, Engineer of Record Services during Construction, Construction Engineering and Inspection Services.

Upon receipt of said Scope of Work, the CONSULTANT shall provide the DISTRICT with a proposal that includes a detailed Scope of Work to be performed, including deliverables, an itemized project budget spreadsheet, and a project and staffing schedule that conforms to the DISTRICT'S PROJECT and schedule requirements.

3.3.1 Section One – Data Collection & Project Plan

The consultant will research and obtain all necessary documents to establish the existing structural configurations based on the best available information including original as-built drawings, shop drawings, and previous published reports. Researched and missing data will need to be verified and collected, respectively, by the consultant. The consultant will complete a detailed inspection/condition assessment of each structure.

The consultant will develop a project plan for the design services that will include a detailed scope of work, schedule, and cost estimate to use for budgeting purposes.

3.3.2 Section Two – Establish Program Phases

The consultant will help the District develop a long-term plan and recommend phases to implement the program into individual projects based on cost optimization and material availability. The ability to maintain partial operability of the structures will also impact the phasing. The consultant will obtain historical rainfall and water levels data to recommend dry season periods for implementation. A program schedule will be developed to show the timeframes for implementing each individual project.

The consultant will also help the District identify and prepare applications for state or federal funding opportunities towards the construction of the projects.

3.3.3 Section Three – Design Services and Cost Estimate

Based on the outcome of the program phasing, the consultant will provide design services for each individual project. Each project will be divided into subsequent phases to allow review of the design at the following critical milestones: concept plan design, 30% design, 60% design, 90% design, and final design. The design will involve collaboration with multiple disciplines and the plans will include civil, structural, electrical, mechanical, and telemetric drawings. The consultant will need to analyze the impacts of the improvements on the existing structure and determine whether modifications are required. If modifications are required, the consultant will incorporate mitigations into the design. Supporting calculations will be submitted to demonstrate that the design conforms to industry and safety standards.

During the design, the consultant will check that existing ancillary components are compatible and suitable from the loadings with the new gates and drum and cable lift system. This includes all electrical components, wiring, auxiliary power generators, sensors, switches, programmable logic controllers, seals, rollers, bushings, shims, rails, and calibrations of the remote operating system. Components that are not compatible with the improvements will require design of the affected ancillary components. The District may require upgrading the ancillary components on a case by case basis. Coordination with stakeholders will be required.

The consultant will be required to analyze each structure and develop a temporary construction plan which may include a cofferdam system to dewater each bay prior to performing the work.

The consultant will develop an engineer's opinion of probable cost (EOPC) for construction. Estimates will be based on unit costs derived from regional historical data. Cost estimates will evolve with advancement of the project phases, and should follow classification guidance from the Association for the Advancement of Cost Engineering (AACE).

The design will be prepared by the consultant and submitted in the following stages:

3.3.3.1 Concept Plan - Plans will include cover sheet, general notes, survey, existing structure plan and elevation, demolition and removal of parts to be replaced, and general layout of the proposed gates and drum and cable lift system.

3.3.3.2 30% Design - Plans will include revisions made from comments in the previous phase plus structural, mechanical, electrical, and telemetric discipline plan sheets. An EOPC Class 4 per the AACE is required. Complete table of contents list of divisions and sections to be included in the final technical specifications.

3.3.3.3 60% Design - Plans will include revisions made from comments in the previous phase. An EOPC Class 3 per the AACE is required. Draft version of the technical specifications (see 3.3.4 Section Four below)

3.3.3.4 90% Design - Plans will include revisions made from comments in the previous phase. An EOPC Class 2 per the AACE is required.

3.3.3.5 Final Design - Documents will be sufficient to submit with the construction contract bid documents. Final plans and technical specifications will require the affixed signature and seal of the Professional Engineer(s) per State of Florida law and will include all final revisions. An EOPC Class 1 per the AACE is required. A line-item bid tabulation form will be submitted.

A performance schedule with beginning and completion dates for each milestone will be developed for each project. Each schedule will be represented on a Gantt chart.

3.3.4 Section Four – Specifications

The consultant will develop administrative and technical specifications for the program. The consultant will obtain the latest standard specifications template prepared for District projects to serve as the basis for development. Specifications writing will require close coordination with stakeholders and shall conform to District standard processes.

3.3.5 Section Five – Permitting Requirements

The consultant will obtain all permits required by federal, state, and local agencies. This may include receiving technical concurrence or Section 408 permits from the United States Army

Corps of Engineers (USACE). The consultant will be required to coordinate and obtain all permits or exemptions with the Florida Department of Environmental Protection (FDEP). Permit fees will not be the responsibility of the consultant.

3.3.6 Section Six – Construction Contract Bid Support

For each project, the consultant will provide construction contract bid support. The consultant will provide technical support for the construction contract administration of the project. Support will include attending pre-construction meetings, providing technical guidance and answers to contractor and supplier questions during the procurement process, and assistance to review apparent low-bid documents with a recommendation for award.

3.3.7 Section Seven – Engineer of Record Services during Construction

For each project, the consultant will provide Engineer of Record (EOR) Services. The consultant will review and approve shop drawings, product data sheets, and other contractor submittals as required in the program specifications. The consultant will also need to visit the construction site to observe construction progress and address questions or issues related to the project. The consultant will perform a Substantial Completion inspection and prepare and distribute a list of deficiencies for the contractor to complete prior to Final Inspections. The consultant will participate in a final walkthrough inspection with the District and review and approve the record drawings.

3.3.8 Section Eight – Construction Engineering and Inspection Services

For each project, the consultant may provide Construction Engineering and Inspection (CEI) Services. The consultant may attend and assist with pre-bid coordination with the District and review that the contractor's construction schedule is divided into manageable and logical segments. The consultant may provide periodic engineering and inspection services during the construction phase of the project to monitor that construction is performed in strict conformity with the plans, specifications, special provisions, and other Contract Documents. The consultant may report any omissions, substitutions, defects, deficiencies, or any other non-conforming work performed by the contractor and make recommendations for corrective action. The consultant may review and make recommendations to the contractor's pay applications. The consultant may participate in the substantial completion and final inspections and provide list of close-out items to the contractor to complete prior to Final Acceptance of the project.

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS.

See Insurance Requirement provision in the attached Sample Agreement.

PART V - EVALUATION PROCEDURES

5.1 EVALUATION AND FINAL SELECTION.

Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three or more representatives of the District. Each representative will score each proposal using the criteria described in Paragraph 5.2 below. Evaluation Committee members will meet at a public meeting to finalize the preliminary rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving the rank of one. The individual rankings will be totaled. The preliminary ranking of Respondents will be determined by the lowest total of the combined individual rankings. In the event of a tie, the raw scores of the tied Respondents will be totaled and the ranking will be determined based upon the highest cumulative

raw score for the tied Respondents. The Respondents with the highest preliminary ranked proposals will be required to participate in oral presentations, with the number of Respondents required to participate in oral presentations being determined solely by the Evaluation Committee (but not less than three). If oral presentations are not necessary, the Evaluation Committee will finalize the ranking of the proposals at the public meeting.

Following oral presentations, Evaluation Committee members will finalize their evaluations at a public meeting. Individual raw scores will be ranked with the top ranked Respondent receiving the rank of one (1).

The District anticipates that on, or shortly after February 16, 2024, the Notice of Shortlist will be posted listing three or more of the highest ranked Respondents, as determined by the District in its sole discretion. After the District's decision becomes final, the District will commence negotiations with the highest ranked Respondent. The District shall not engage in negotiations with the Respondents simultaneously. If the District is unable to negotiate a satisfactory Agreement with the highest ranked Respondent at a fee schedule that the District determines to be fair, competitive and reasonable for the scope and complexity of the professional services required under this RFP, negotiations with that Respondent will be terminated and the District will undertake negotiations with the next highest ranked Respondent.

5.2 **EVALUATION METHOD AND CRITERIA.**

Proposals will be evaluated by the following criteria:

<u>Category</u>	<u>Point Range</u>
Organization Profile and Qualifications/Professional Qualifications	0 – 25
Respondent has: Established resources, equipment, and qualified staff to complete the project (15); Project history and positive feedback from references on similar past projects (10).	
Methodology / Approach	0 – 35
Respondent has: A detailed solicitation response that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to completing the Project and all requirements of this RFP (20), Demonstrated the ability to meet Project work schedule and time requirements for completion of the Project (10); and availability to complete the Project based on their recent, current and projected workloads (5).	
Technical Knowledge	0 - 40
Respondent has: A clear understanding of project goals and objectives (20); Quality, creativity and depth in their solicitation response (10); and Effective project management, controls and communications (10).	

5.3 **FINAL SELECTION.**

The District anticipates that on, or shortly after March 08, 2024, the Notice of Intent to Award will be posted on the District’s Internet web site (<http://www.watermatters.org/procurement>) and at www.demandstar.com.

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**ATTACHMENT 1
SAMPLE AGREEMENT**

AGREEMENT NO. 23CN0004192

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CONSULTANT FIRM
FOR
ENGINEERING DESIGN SERVICES FOR WATER CONTROL STRUCTURES (B67H)

This AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CONSULTANT FIRM, a private, for profit corporation, of the State of Florida, having an address of _____, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide Engineering Design Services for Water Control Structures, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT has selected the CONSULTANT in accordance with the DISTRICT'S procurement policy and provisions of the Florida Consultants' Competitive Negotiation Act (CCNA); and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, equipment, software, expertise and resources and agrees to provide the desired professional services to the DISTRICT.

NOW THEREFORE, the DISTRICT and the CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONSULTANT.

Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, subcontractors or agents, except as set forth in this Agreement, and the CONSULTANT expressly warrants not to represent at any time or in any manner that the CONSULTANT or the CONSULTANT'S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONSULTANT is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONSULTANT'S obligations to the DISTRICT are solely as prescribed by this Agreement.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project Managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices and reports shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT:

Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
Email:

Project Manager for the CONSULTANT:

Email:

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Project Manager is not authorized to approve any time extension which shall result in an increased cost to the DISTRICT, or exceed the expiration date of the contract term set forth in Paragraph 6, Contract Period.
- 2.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget developed in accordance with this Agreement. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Project Manager is not authorized to make changes to the General Scope of Work and is not authorized to approve any increase in the not-to-exceed amount. The parties acknowledge that the execution of this Agreement does not guarantee that a Notice to Proceed will be issued to the CONSULTANT.

3. SCOPE OF WORK.

The professional services that may be required under this Agreement are set forth in Exhibit "A," Scope of Work. As needed, the DISTRICT will provide the CONSULTANT with the proposed Scope of Work and general timeline for the professional services the DISTRICT requires the CONSULTANT to perform. Upon receipt of said Scope of Work, the CONSULTANT shall provide the DISTRICT with a proposal that includes a detailed Scope of Work to be performed, including deliverables, an itemized project budget spreadsheet, and a project and staffing schedule that conforms to the DISTRICT'S PROJECT and schedule requirements. A not-to-exceed price will be negotiated based on the Fee Schedule (hourly labor rates and unit pricing) set forth in Exhibit "B" of this Agreement. Final payment in all cases will be subject to successful completion of the PROJECT and the DISTRICT'S acceptance of deliverables and PROJECT milestones, in accordance with the terms of this Agreement. The parties acknowledge that the execution of this Agreement does not guarantee that a Notice to Proceed will be issued to the CONSULTANT. Funding for the design will be allocated each fiscal year and are subject to approval by the Governing Board.

- 3.1 Upon written approval of the Scope of Work, cost, deliverables, and performance schedule, a Notice to Proceed will be issued by sections identified in the Scope of Work to the CONSULTANT and are subject to available funding. The Notice to Proceed must be approved in writing by the Project Manager, his or her Manager and Bureau Chief and all other DISTRICT staff required in accordance with the DISTRICT'S Signature Authority. The CONSULTANT shall commence work upon receipt of a Notice to Proceed and shall satisfactorily complete all work in accordance with the performance schedule. Any Agreement modification(s) must be approved in writing by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority and the CONSULTANT prior to being performed by the CONSULTANT.
- 3.2 The parties agree that time is of the essence in the performance of the Agreement.
- 3.3 The DISTRICT and the CONSULTANT hereby recognize the specialized expertise of the CONSULTANT'S key employees and subconsultants (_____), listed in the CONSULTANT'S proposal to RFP 23-4192, as part of the PROJECT team. Both parties further agree that the replacement of key team members or subconsultants must be with equal or more qualified persons, and must be approved in writing by the DISTRICT Project Manager before a new member works on the PROJECT.
- 3.4 In addition to the work set forth in this Agreement, the CONSULTANT shall perform the following:
 - 3.4.1 The CONSULTANT shall secure at its own expense, all personnel, facilities, and equipment required to perform the work necessary to complete this PROJECT.
 - 3.4.2 The CONSULTANT shall maintain an adequate and competent staff licensed within the State of Florida.

- 3.4.3 The CONSULTANT shall comply with all federal, state, and local law, statutes, rules, regulations, ordinances, orders, and decisions in effect at the time of the execution of this Agreement and during its entire duration.
- 3.4.4 The CONSULTANT shall at all times, keep the DISTRICT advised as to the status of this PROJECT including but not limited to the progress on individual tasks within the Scope of Work. The DISTRICT and its authorized representatives shall have the right to visit any work site and the office of the CONSULTANT at any reasonable time for purposes of inspection.
- 3.4.5 The CONSULTANT shall cooperate with other engineers, consultants, construction contractors and suppliers retained by the DISTRICT as needed.

4. COMPENSATION.

The DISTRICT agrees to pay the CONSULTANT on a cost reimbursement basis for work performed under this Agreement in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice, as defined in subparagraph 4.2 of this Agreement for work satisfactorily performed by CONSULTANT. Invoices shall be submitted by the CONSULTANT to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

- 4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) the CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) the CONSULTANT'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) the CONSULTANT'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONSULTANT Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in the Agreement (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and PROJECT completion (based upon the cost and performance schedule in the Agreement). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 22).

Invoices that do not conform to this provision will not be considered a proper invoice.

- 4.3 If an invoice does not meet the requirements of this Agreement, the DISTRICT shall, within ten (10) days after the improper invoice is received, notify the CONSULTANT in writing that the payment invoice is improper and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. Prior to providing this notice, the DISTRICT'S Project Manager must consult with and obtain concurrence from his or her Bureau Chief. If a corrected invoice is provided to the DISTRICT that meets the requirements of this Agreement, the corrected invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
- 4.4 In the event any dispute or disagreement arises during the course of the PROJECT, the CONSULTANT shall fully perform the PROJECT work in accordance with the DISTRICT'S written instructions and may claim additional compensation. The 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 proposed dispute resolution to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. Disputes shall be resolved in accordance with the DISTRICT'S dispute resolution procedure. No PROJECT work shall be delayed or postponed pending resolution of any disputes or disagreements. This paragraph shall survive the termination or expiration of this Agreement.
- 4.5 By October 5th of each year of the Agreement, the CONSULTANT must provide the following documentation to the DISTRICT for all work performed through September 30th: i) invoices for completed, accepted and billable tasks, and ii) an estimate of the dollar value of work performed, but not yet billable.
- 4.6 Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the _____ agreement between the Southwest Florida Water Management District and Consultant Firm (Agreement No. 23CN0004192), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."
- 4.7 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due the CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONSULTANT or its affiliates to the DISTRICT against any payments due the CONSULTANT under any agreement with the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

5. SUSPENSION OF PROJECT – EXTRA WORK.

- 5.1 The DISTRICT shall have the absolute right to terminate or suspend this Agreement, or modify the Agreement upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of this Agreement. Suspensions or termination of this Agreement, or modifications to the Agreement by the DISTRICT, shall be in writing.
- 5.2 If the CONSULTANT is of the opinion that any work the DISTRICT directs it to perform substantially increases the work of the CONSULTANT beyond the original Scope of Work ("Extra Work"), the CONSULTANT shall within ten (10) days of such direction, notify the DISTRICT in writing of this opinion. The DISTRICT shall within twenty (20) days after receipt of such notification, fairly judge as to whether or not such work in fact increases the work of the CONSULTANT beyond the Scope of Work and constitutes Extra Work. If the DISTRICT determines such service does constitute Extra Work, it shall provide extra compensation to the CONSULTANT negotiated by the DISTRICT and the CONSULTANT based upon provisions of Paragraph 4, Compensation, above.
- 5.3 In the event this Agreement is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claim for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the DISTRICT may decide, however such extension shall not operate as a waiver of any other rights of the DISTRICT. Upon resumption of the Agreement, the CONSULTANT shall resume its service until the Scope of Work is completed in accordance with the Agreement, and the time for completion of the work, which was suspended, shall be extended for the duration of the suspension.
- 5.4 If, in the opinion of the DISTRICT, the progress of assigned PROJECT tasks during any period is substantially less than the amount which is necessary to meet the PROJECT schedule, the DISTRICT may require the CONSULTANT to take whatever action is necessary, in the opinion of the DISTRICT, to put the PROJECT back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of the CONSULTANT or its agents, employees, or subcontractors.
- 5.5 In the event of claims by others against the DISTRICT in connection with the work being conducted under this Agreement, the CONSULTANT shall provide to the DISTRICT such technical assistance that the DISTRICT may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of the CONSULTANT, its agents, employees, or subcontractors to comply with the terms and conditions of this Agreement.
- 5.6 If the DISTRICT requires the CONSULTANT to assist with an audit of Agreement costs, such assistance shall not be considered Extra Work.

6. CONTRACT PERIOD.

This Agreement will be effective upon execution by both parties and will remain in effect through October 31, 2033, unless terminated pursuant to the provisions of this Agreement, or as amended or renewed in writing by the parties. All work authorized under this Agreement must be completed within the term of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

The CONSULTANT, upon request, will permit the DISTRICT to examine or audit all Project related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the CONSULTANT shall similarly require each subconsultant to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONSULTANT will maintain all such records and documents for at least five (5) years following completion of the PROJECT. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The CONSULTANT and any subconsultant understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

- 7.1 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the CONSULTANT shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

- 7.2 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

- 7.3 This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse CONSULTANT'S obligation to generate and provide the DISTRICT with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

8. OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS.

The CONSULTANT will provide the DISTRICT with any and all reports, models, studies, maps or other documents resulting from the PROJECT at no cost to the DISTRICT. Additionally, two (2) sets (three (3) if cooperator copy is required), electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

- 8.1 All original documents prepared by the CONSULTANT are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the CONSULTANT without the written permission of the DISTRICT. The CONSULTANT will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. Reports, documents, and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the DISTRICT and will be delivered by the CONSULTANT to the DISTRICT upon the DISTRICT'S request and/or completion of the PROJECT. The CONSULTANT shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.
- 8.2 Copies of all technical data and working papers regarding the PROJECT shall be made available to the DISTRICT if requested by the DISTRICT.

- 8.3 All tracings, plans, specifications, maps, evaluations, reports, and technical data including working papers prepared or obtained under this Agreement, shall become property of the DISTRICT without restriction or limitation of use, and shall be made available upon request to the DISTRICT at any reasonable time. The CONSULTANT may retain copies thereof for their files and internal use. Any use by the DISTRICT of such materials obtained under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement or use of incomplete materials obtained from the CONSULTANT by the DISTRICT shall be made at the risk of the DISTRICT and made without liability to the CONSULTANT. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Agreement.
- 8.4 All final plans, contract documents and/or such other documents that are required by Florida law to be endorsed and are prepared by the CONSULTANT in connection with the Agreement shall bear the certification of a person in the full employment of the CONSULTANT or duly retained by the CONSULTANT, and duly licensed and with current registration in the State of Florida.
- 8.5 The CONSULTANT shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the DISTRICT if requested by the DISTRICT. No material prepared in connection with the PROJECT will be subject to copyright by the CONSULTANT. The DISTRICT shall have the right to publish, distribute, disclose, and otherwise use any material prepared by the CONSULTANT pursuant to the Agreement. Any use of materials or patents obtained by the DISTRICT under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement shall be at the risk of the DISTRICT.
- 8.6 For a period of five (5) years after completion of the Agreement, the CONSULTANT agrees to provide the DISTRICT with copies of any additional materials in its possession resulting from the performance of this Agreement. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which the CONSULTANT is entitled. The CONSULTANT shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement without first obtaining the DISTRICT'S written consent.
- 8.7 The provisions of this Ownership of Reports, Documents and Other Materials Paragraph shall survive the expiration or termination of this Agreement.

9. CONSULTANT'S ACKNOWLEDGMENTS AND REPRESENTATIONS.

The CONSULTANT acknowledges and explicitly represents to the DISTRICT the following:

- 9.1 The CONSULTANT is duly authorized to conduct business in the State of Florida.
- 9.2 The CONSULTANT will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under

this Agreement. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The CONSULTANT will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

- 9.3 The CONSULTANT has familiarized itself with the nature and extent of this Agreement, work expected to be performed under this Agreement, and federal, state, and local laws, statutes, rules, regulations, ordinances, order, and decisions, that may affect the CONSULTANT'S performance of this Agreement.
- 9.4 The CONSULTANT has reviewed this Agreement (including its Exhibits) and all available information and data shown or indicated in this Agreement and has given the DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in this Agreement or information or data, and the written resolution thereof by the DISTRICT is acceptable to the CONSULTANT.
- 9.5 The CONSULTANT shall obtain and review all information and data which relates to the Agreement or which the CONSULTANT may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Work, including but not limited to, information and data indicated in this Agreement or related to work under separate agreements, to the extent such work may interface with the CONSULTANT'S work provided pursuant to this Agreement.

10. STANDARD OF PERFORMANCE.

The CONSULTANT shall perform and complete all assigned PROJECT tasks in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The DISTRICT shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

11. INDEMNIFICATION.

The CONSULTANT agrees to, indemnify and hold harmless the DISTRICT and all DISTRICT officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE**

HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS AGREEMENT AND ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS AGREEMENT. THIS PROVISION APPLIES TO ARCHITECTS, INTERIOR DESIGNERS, LANDSCAPE ARCHITECTS, ENGINEERS, SURVEYORS AND GEOLOGISTS, LICENSED IN THE STATE OF FLORIDA.

12. INSURANCE REQUIREMENT.

The CONSULTANT must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 12.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, and with no X, C, U, (Explosion, Collapse, Underground) exclusion or water exclusion; with the following minimum limit and coverage:

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

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

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

- 12.3 If the CONSULTANT will utilize Unmanned Aircraft Systems (UAS), the Consultant must carry Aviation Liability insurance on an "occurrence" basis, including products and completed operations, property damage and bodily injury with the following minimum limits and coverage.

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

Alternatively, this coverage may be provided by endorsement to a Commercial General Liability policy as follows:

Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office, including products and completed operations, property damage and bodily injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

- 12.4 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 12.5 The CONSULTANT must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes, if applicable. If the CONSULTANT does not carry workers' compensation coverage, the CONSULTANT must submit to the DISTRICT both an affidavit stating that the CONSULTANT meets the requirements of an independent CONSULTANT as stated in Chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.
- 12.6 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 12.7 The CONSULTANT shall provide an Installation Floater insurance policy to the District in the amount of 100% of the value of all equipment and materials to be utilized on this project. The District is to be named as additional insured on the policy.
- 12.8 The CONSULTANT must carry watercraft liability and name the District as additional insured with the following minimum limit and coverage:

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate
- 12.9 The CONSULTANT must carry marine general liability and name the District as additional insured with the following minimum limit and coverage:

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate
- 12.10 The CONSULTANT must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONSULTANT'S notice of such cancellation or change from its insurance carrier.
- 12.11 The CONSULTANT must obtain certificates of insurance from any subconsultant otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subconsultant by the CONSULTANT'S insurance policies.

13. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon written notice to the CONSULTANT. Termination will be effective on the date provided in the notice. In the event of termination under this paragraph, the CONSULTANT shall be entitled to compensation for all services provided to the DISTRICT up to the date of termination which are within the Scope of Work, documented in the Budget, and are allowed under this Agreement. If the Agreement is so terminated, the CONSULTANT must promptly deliver to the DISTRICT copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the CONSULTANT. This paragraph shall survive the termination or expiration of this Agreement.

14. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by the CONSULTANT or against the CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the CONSULTANT entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONSULTANT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

15. RELEASE OF INFORMATION.

The CONSULTANT agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.

16. ASSIGNMENT.

Except as otherwise provided in this Agreement, the CONSULTANT may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONSULTANT assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this

Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

17. LAW COMPLIANCE.

The CONSULTANT will abide by and assist the DISTRICT in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Agreement. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin.

18. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the CONSULTANT, before entering into a contract with the DISTRICT, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the DISTRICT, no contract of the CONSULTANT was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subconsultant affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the CONSULTANT or its subconsultant of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the DISTRICT shall terminate (or order the termination of) their contract. The CONSULTANT shall be liable for any additional cost incurred by the DISTRICT as a result of its termination. The DISTRICT'S receipt of proof that the CONSULTANT and each subconsultant performing through the CONSULTANT are E-Verify system participants is a condition precedent to any DISTRICT contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

19. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement, if in state court will be in Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division. This provision shall survive the termination or expiration of this Agreement.

20. REMEDIES.

Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONSULTANT. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONSULTANT'S obligations shall not be construed

as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This paragraph shall survive the termination or expiration of this Agreement.

21. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this Agreement.

22. SUBCONTRACTORS.

The CONSULTANT shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants or other persons employed by the CONSULTANT. The CONSULTANT shall cause all subcontractors, consultants or other persons employed by the CONSULTANT to abide by the terms and conditions of this Agreement and all applicable law as their work or services affect the DISTRICT. Nothing in this Agreement will be construed to create, or be implied to create any relationship between the DISTRICT and any subcontractor of the CONSULTANT.

23. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONSULTANT to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Final invoice documentation submitted to the DISTRICT must include information relating to the amount of expenditures made to disadvantaged businesses by the CONSULTANT, to the extent the CONSULTANT maintains such information.

24. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

25. CONFLICTING EMPLOYMENT.

The CONSULTANT certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the DISTRICT relating to the services provided by the CONSULTANT under this Agreement. The CONSULTANT further agrees

that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the DISTRICT regarding the work being performed under this Agreement. In the event the CONSULTANT is faced with an employment opportunity that appears to be a direct conflict with the work the CONSULTANT is performing under this Agreement, the CONSULTANT shall provide the DISTRICT with notice of the employment opportunity. If the DISTRICT determines that the employment would be a direct conflict with the work the CONSULTANT is performing under this Agreement, the CONSULTANT and the DISTRICT shall have the opportunity to decide whether or not the CONSULTANT will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

26. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the CONSULTANT warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The CONSULTANT further agrees to notify the DISTRICT if placement on either of these lists occurs.

27. SCRUTINIZED COMPANIES.

Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this Agreement, the CONSULTANT certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONSULTANT agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONSULTANT is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

28. CONTINGENT FEES.

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

29. TRUTH-IN-NEGOTIATIONS.

The CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Agreement Fee Schedule and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement Fee Schedule price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

30. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

31. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

32. AGREEMENT DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to the DISTRICT'S RFP 23-4192, then to Exhibit "A," then to Exhibit "B," then to Exhibit "C," then to Exhibit "F," then CONSULTANT'S Proposal to RFP 23-4192, then to Exhibit "D," and then to Exhibit "E."

Exhibit "A"	Scope of Work
Exhibit "B"	General Conditions for Federally Funded Projects
Exhibit "C"	Exempt Documents Distribution Agreement (EDDA)
Exhibit "D"	Fee Schedule

Exhibit "E" Key Team Members
Exhibit "F" Deliverable Acceptance and Performance Evaluation
RFP 23-4192 Engineering Design Services for Water Control Structures
CONSULTANT'S Proposal to RFP 23-4192

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ Date _____
Amanda Rice, P.E.
Assistant Executive Director

CONSULTANT FIRM

By: _____
 Name, Title Date
 Authorized Agent for Company

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CONSULTANT FIRM
FOR
ENGINEERING DESIGN SERVICES FOR WATER CONTROL STRUCTURES (B67H)

Exhibit "A"
SCOPE OF WORK
(INSERT)

EXHIBIT "B"
GENERAL CONDITIONS FOR
FEDERALLY FUNDED PROJECTS

1. Patent, Copyright and Intellectual Property. The work performed by the CONSULTANT under the Federal award shall be considered work for hire. All deliverables including, but not limited to, original data collected, manuals, documentation, Digital Elevation Models, Digital Flood Insurance Rate Maps, information technology, software or any patentable or copyrightable materials(s) developed, in whole or in part, by the CONSULTANT in the performance of this Agreement is and shall become the property of the DISTRICT and may not be the subject of an application for copyright or patent by or on behalf of the CONSULTANT, its officers, employees, agents or assigns.
 - 1.1. The CONSULTANT shall also be required to comply with any and all policies and regulations of the Federal awarding agency, as updated from time to time, pertaining to patent rights with respect to any discovery or invention, and the disposition thereof, which arises or is developed in the course of or under the Agreement. (2 CFR § 200.315; 2 CFR Part 200, Appendix II(F))
 - 1.2. The DISTRICT, in the event the CONSULTANT purchases ownership of intangible property, reserves a royalty-free, nonexclusive, perpetual, paid-up and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the intangible property, for federal or state or local government purposes. (2 CFR § 200.315)
 - 1.3. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Federal awarding agency has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. (2 CFR § 200.315)
 - 1.4. Notwithstanding Subparagraph 8.5 of the Agreement, for federally funded projects, in whole or in part, the CONSULTANT, at his or her own expense, must defend any action brought against the DISTRICT or the Federal awarding agency to the extent that such action is based upon a claim that any deliverable supplied by the CONSULTANT infringes upon a United States patent or copyright, violates a third party's trade secret or violates any other law relating to intellectual property. The CONSULTANT must pay any costs and damages awarded against the DISTRICT or Federal awarding agency in any such action.
2. Certification Regarding Debarment and Suspension. The DISTRICT cannot make any award or permit any award or Agreement at any tier to any party which is listed on the governmentwide Excluded Parties List System in the System for Award management (SAM), in accordance with the OMB Guidance at 2 CFR Part 180 that implement Executive Orders Executive Orders 12549, (3 CFR Part 1986 Comp., p. 189) and 21689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties

List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 2.1. The CONSULTANT certifies that he or she, or the firm or business he or she is associated with has not been:
 - 2.1.1. Excluded or disqualified;
 - 2.1.2. Debarred, suspended or proposed for debarment under 48 CFR part 9, subpart 9.4; or
 - 2.1.3. Ineligible for or voluntarily excluded from the covered transaction.
- 2.2. Furthermore, the CONSULTANT agrees not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is:
 - 2.2.1. Excluded or disqualified;
 - 2.2.2. Debarred, suspended, or proposed for debarment under 48 CFR part 9, subpart 9.4; or
 - 2.2.3. Ineligible for or voluntarily excluded from the covered transaction.

The CONSULTANT must include a term or condition which requires compliance with Subpart C of the OMB Guidance in 2 CFR Part 180 in any lower tier covered transaction and require the inclusion of a similar term or condition in any covered transaction into which it enters at the next lower tier.

- 2.3. Violation of this restriction may result in disallowance of costs, annulment or termination of the Agreement, issuance of a stop work order, debarment or suspension, or other remedies as appropriate. (2 CFR §180.325)
- 2.4. The CONSULTANT must provide immediate written notice to the DISTRICT if at any time the CONSULTANT learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances. (2 CFR §180.350; 2 CFR §180.365)
3. Non-solicitation and Conflicts of Interest. The DISTRICT and the DISTRICT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The CONSULTANT shall comply with any DISTRICT rules and policies relating to real, apparent, or potential conflicts of interest. The CONSULTANT shall not compete for procurements in which the CONSULTANT develops or drafts specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by the DISTRICT in such procurement. (2 CFR §200.318)
4. Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms. The CONSULTANT shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps shall include:
 - 4.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- 4.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 4.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - 4.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - 4.5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. (2 CFR §200.321)
5. Equal Employment Opportunity. The CONSULTANT must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations at 41 CFR Part 60. (2 CFR § Part 200, Appendix II(C))
6. Access to Records. The CONSULTANT must be prepared to permit access by the Federal Emergency Management Agency, the DISTRICT, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are pertinent to the performance of work under the proposal for the purpose of audits, examinations, excerpts, and transcriptions. The requirement under this Access to Records Paragraph includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but as long as the records are retained. (2 CFR §200.336)
 - 6.1. The CONSULTANT must be prepared to retain all required records for three years after the DISTRICT makes final payments and all other pending matters are closed. (2 CFR §200.334)
7. Clean Air Act/Clean Water Act. The CONSULTANT agrees to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR Part 200, Appendix II(G))
8. Adherence to State Energy Conservation Plan. The CONSULTANT shall recognize and adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
9. Nondiscrimination. The CONSULTANT shall recognize and adhere to all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- 9.1. Title VI of the Civil Rights act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- 9.2. Title 44, Chapter I, Part 7, Nondiscrimination in Federally-Assisted Programs (FEMA Reg. 5), which effectuates the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Federal Emergency Management Agency. The CONSULTANT shall also be responsible for submitting such compliance reports to the DISTRICT as may be necessary to carry out its obligations under this regulation;
- 9.3. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- 9.4. Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- 9.5. The Age Discrimination Act of 1975, as amended (42. U.S.C. §§ 6101-6107) and Title 44, Chapter I, Part 7, which prohibits discrimination on the basis of age;
- 9.6. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- 9.7. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 9.8. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 9.9. Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 9.10. The requirements of any other nondiscrimination statute(s), which may apply, to the Agreement. (44 CFR § 7.1); (44 CFR § 7.10); (44 CFR § 7.7); (44 CFR § 7.931)
10. Adherence to Hatch Act. The CONSULTANT shall recognize and adhere to the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. Environmental Standards. The CONSULTANT shall recognize and adhere to the environmental standards, which may be prescribed pursuant to the following:
 - 11.1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended (hereinafter NEPA) (P.L. 91-190,

42 U.S.C. 4321 et. seq.), Executive Order (EO) 11514 and Executive Order 11991, 42 FR 26967 (1977), and the procedural provisions for the implementation of NEPA found in the Council on Environmental Quality (CEQ) Regulations (National Environmental Policy Act Regulations, 43 FR 55978 (1978);

- 11.2. Notification of violating facilities pursuant to EO 11738;
 - 11.3. Protection of wetlands pursuant to EO 11990;
 - 11.4. Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - 11.5. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et. seq.);
 - 11.6. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section et. seq.);
 - 11.7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - 11.8. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Flood Protection. The CONSULTANT shall comply, if applicable, with the flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
13. Compliance with the Wild and Scenic Rivers Act. The CONSULTANT shall recognize and adhere, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) relating to protection of components or potential components of the national wild and scenic rivers system, Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et. seq.).
14. Lobbying Restrictions. The CONSULTANT must certify, to the best of his or her knowledge and belief, that:
- 14.1. No federal appropriated funds have been paid or shall be paid on his or her behalf, or on behalf of the business he or she is associated, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. 1352.

- 14.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the CONSULTANT shall be required to make disclosure by completing Standard Form SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 14.3. The CONSULTANT shall require the certifications within this Lobbying Paragraph in any subgrant, contract, subcontract exceeding \$100,000 under a Federal grant, contract, or cooperative agreement.
- 14.4. Submission of this certification is a prerequisite for the award of the Agreement, as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the CONSULTANT further must agree that no funds allotted under the award from the DISTRICT shall be expended for the purpose of lobbying the Florida Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.
15. Drug-Free Workplace Certification Requirements. The CONSULTANT must comply with the applicable provisions of the Drug-Free Workplace Federal requirements as set forth in 2 CFR Parts 182 and 3001. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited. The CONSULTANTS who are directly engaged in the performance of work under the Agreement as part of a Federal awarding agency grant must abide by the terms of the CONSULTANT'S Drug-Free Workplace policies, and notify the DISTRICT in writing of a conviction for a violation of a criminal drug statute no later than five calendar days after such conviction. (2 CFR § 182.205)
16. Audit Requirements. The CONSULTANT shall comply with any DISTRICT policies related to compliance with provisions of OMB Circular No. A-133, as revised (issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156), which sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. The CONSULTANT'S records may be reviewed for compliance with the Single Audit Act, and the CONSULTANT'S records may also be included within the scope of an audit in order to determine compliance with applicable laws, regulations, and grant provisions. (CTP Agreement Art. X) (OMB Circular A-133, as revised, § _____.210)
17. Procurement of Recovered Materials. The CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 CFR § 200.322)

18. General Provisions. The CONSULTANT shall comply with any applicable provisions and requirements of any and all other state and Federal laws, executive orders, regulations and policies, as amended from time to time, governing the FEMA Cooperating Technical Partners program, including, but not limited, to applicable provisions that may be found within the following:
 - 18.1. Title 44, Chapter 1, Subchapter B - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Insurance and Hazard Mitigation, National Flood Insurance Program
 - 18.2. Title 44, Chapter 1, Subchapter C - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Fire Prevention and Control
 - 18.3. Title 44, Chapter 1, Subchapter D - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Disaster Assistance
 - 18.4. Title 44, Chapter 1, Subchapter F - Federal Emergency Management and Assistance, Federal Emergency Management Agency – Preparedness

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Exhibit "C"
EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (EDDA)
(INSERT)

Exhibit "D"
FEE SCHEDULE

EXHIBIT "E"
Key Team Members

NAME OF KEY PERSONNEL	POSITION TITLE	JOB CLASSIFICATION
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Section One – Imagery Acquisition

Name of Primary Firm

Jonathon Doe	Senior Ecologist/Principal	Project Management Professional 10
James Doe	Managing Engineer	Project Management Professional 7
Joseph Doe	Project Engineer	Project Management Professional 2

APPROVED SUBCONTRACTORS

Name of Subcontractor

Robert Jones	General Manager	Project Management Professional 8
Rick Jones	Professional Engineer	Engineer 3
Roger Jones	Data Modeler	Data Modeler 2

Section Two – Imagery Acquisition

Name of Primary Firm

Jonathon Doe	Senior Ecologist/Principal	Project Management Professional 10
James Doe	Managing Engineer	Project Management Professional 7
Joseph Doe	Project Engineer	Project Management Professional 2

APPROVED SUBCONTRACTORS

Name of Subcontractor

Robert Jones	General Manager	Project Management Professional 8
Rick Jones	Professional Engineer	Engineer 3
Roger Jones	Data Modeler	Data Modeler 2

Section Three – Field Work

Name of Primary Firm

Jonathon Doe	Senior Ecologist/Principal	Project Management Professional 10
James Doe	Managing Engineer	Project Management Professional 7
Joseph Doe	Project Engineer	Project Management Professional 2

APPROVED SUBCONTRACTORS

Name of Subcontractor

Robert Jones	General Manager	Project Management Professional 8
Rick Jones	Professional Engineer	Engineer 3
Roger Jones	Data Modeler	Data Modeler 2

EXHIBIT "F"
DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION

- A. DELIVERABLE ACCEPTANCE DETERMINATION. PROJECT deliverables are outlined in the DISTRICT'S Agreement. The DISTRICT'S Project Manager shall evaluate the CONSULTANT'S deliverables and determine if the deliverables are acceptable. Deliverables shall only be accepted when they are in compliance with the Agreement and approved by the DISTRICT'S Project Manager at the pre-submittal meeting. Deliverables that are not acceptable shall be returned to the CONSULTANT to address deficiencies. If an acceptable deliverable cannot be provided within an identified time frame, other action shall be taken as deemed necessary by the Project Manager including suspension as specified in Paragraph 5, or Agreement termination as specified in Paragraphs 13 and 14 of the Agreement.
- B. PERFORMANCE EVALUATION. The DISTRICT shall evaluate the CONSULTANT'S performance throughout the Agreement in four performance categories: Performance Schedule, Communications, Staff Assignments and Technical Quality, and Project Management. Performance evaluation ratings of Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory shall be assigned to the CONSULTANT for each performance category at the completion of the Agreement. Each invoice submission must include an Agreement progress report with the CONSULTANT'S Project Manager's assessment of the PROJECT'S actual progress as compared to the approved performance schedule. Details must include any deficiencies and the recovery actions completed and planned.

The performance evaluations shall be furnished to the CONSULTANT. A Marginal or Unsatisfactory rating in any of the areas may result in re-evaluation of eligibility for future assignments, and termination of this Agreement.

The performance evaluation criteria are broadly defined as follows:

1. Performance Schedules - The CONSULTANT is expected to adhere to the performance schedule negotiated in the Agreement.
2. Communications - The CONSULTANT'S Project Manager is expected to respond in a timely manner to inquiries and requests made by the DISTRICT'S Project Manager, and is expected to set aside time for review and discussion of deliverables. The parties should engage in free and open discussion of PROJECT issues to insure expeditious resolution of such issues.
3. Staff Assignments and Technical Quality - Team members presented in the CONSULTANT'S response to the DISTRICT'S solicitation RFP 23-4192 are expected to be utilized in such a manner as to result in efficient workflow, quality deliverables and on-time performance. Reassignments should be minimal and positively influence performance. Staffing adjustments to address turnovers or performance deficiencies are to be handled expeditiously, maintaining on-time performance. Replacement of team members is subject to the terms and conditions of this Agreement.
4. Project Management - An Agreement that is completed on time, within budget, and with consistently acceptable deliverables is demonstration of a well-managed project.

**ATTACHMENT 2
PUBLIC ENTITY CRIMES STATEMENT
FOR
ENGINEERING DESIGN SERVICES FOR WATER CONTROL STRUCTURES
RFP 23-4192**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____(if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

CONTRACTOR: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

ATTACHMENT 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
REQUEST FOR PROPOSALS (RFP) # 23-4192
ENGINEERING DESIGN SERVICES FOR WATER CONTROL STRUCTURES

The Respondent certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The Respondent's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the proposal, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 4
FOR
REQUEST FOR PROPOSALS (RFP) # 23-4192
ENGINEERING DESIGN SERVICES FOR WATER CONTROL STRUCTURES
EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT**

This EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (EDDA Agreement) is made by the undersigned individual, personally, and on behalf of the below named entity (Vendor), in consideration of the Southwest Florida Water Management District (District) considering releasing to Vendor certain documents protected under Chapter 119, Florida Statutes, in connection with the following District solicitation (Solicitation):

Vendor must fully complete, sign and return this EDDA Agreement to procurement@watermatters.org before the District will consider releasing any protected documents. The District will review complete, signed EDDA Agreements on a first come, first served basis subject to staff availability. EDDA Agreements received less than 3 business days before the Solicitation opening date and time will not be reviewed.

1. Purpose. To, in furtherance of Vendor's desire to respond to or otherwise be considered to perform work associated with the Solicitation, request to receive certain Solicitation-related documents (as electronic files or in such other medium as the District may provide) that are confidential and/ or exempt from public disclosure as provided by Sec. 119.071(3)(a) and/or (b), Florida Statutes (attached), hereinafter the "Exempt Documents". Vendor and I understand nothing in this EDDA Agreement guarantees or requires that the District provide access to the Exempt Documents.

2. Vendor Information.

Vendor Legal Name: _____

Vendor Address: _____

Vendor Contact Name: _____

Vendor Contact Email: _____

Vendor License No(s): _____

Vendor is a/an ☐ Architect | ☐ Engineer | ☐ Contractor | ☐ Other: _____

3. Recipient Certification. I, the undersigned individual, personally, and/or as an authorized representative of the Vendor, certify I have read and fully understand the responsibilities and obligations of Section 119.071(3), Florida Statutes, and agree that I and/or Vendor shall fully comply with said responsibilities and obligations, including maintaining the exempt and/or confidential status of the Exempt Documents received for so long as any such Exempt Documents are in our possession. I and/or Vendor shall destroy the Exempt Documents, including any lawful copies thereof, in any media lawfully allowed or made by or through Vendor, prior to the Solicitation opening date and time. Vendor and I agree that failure to so comply, including the destruction of the Exempt Documents (and any copies thereof by or through Vendor in any media) goes to our responsibility to be awarded the Solicitation and other public contracts.

4. Violation; Indemnification and Release. A knowing violation of the Public Records Law constitutes a first-degree misdemeanor, punishable by possible criminal penalties of one year in prison, a \$1,000 fine, or both. To the maximum extent allowed by law, I and/or Vendor shall indemnify, defend, and release the District from any claim arising out of or related to my and/or Vendor's failure to comply with Florida's Public Records Law, including maintaining the exempt and/or confidential status of the Exempt Documents and carrying out their destruction as required herein.

By:

Date:

Print Recipient (Authorized Signer) Name:

Signer Title (check one): ☐ Indiv/Sole Prop | ☐ Pres | ☐ Sr/Exec VP | ☐ Gen Ptnr

☐ Mgr (Mgr Mngd LLC) | ☐ Mbr (Mbr Mngd LLC)

☐ Other: _____

If "Other", must attach proof of authority.

Rev. 20210317.rsp

Section 119.071(3), F.S. (2020), provides in pertinent part:

119.071 General exemptions from inspection or copying of public records.—

(3) SECURITY AND FIRESAFETY.—

- (a)1. As used in this paragraph, the term "security or fire safety system plan" includes all:
- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
 - b. Threat assessments conducted by any agency or any private entity;
 - c. Threat response plans;
 - d. Emergency evacuation plans;
 - e. Sheltering arrangements; or
 - f. Manuals for security or fire safety personnel, emergency equipment, or security or fire safety training.
2. A security or fire safety system plan or portion thereof for:
- a. Any property owned by or leased to the state or any of its political subdivisions; or
 - b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or fire safety system plans held by an agency before, on, or after the effective date of this paragraph. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.
3. Information made confidential and exempt by this paragraph may be disclosed:
- a. To the property owner or leaseholder;
 - b. In furtherance of the official duties and responsibilities of the agency holding the information;
 - c. To another local, state, or federal agency in furtherance of that agency's official duties and responsibilities; or
 - d. Upon a showing of good cause before a court of competent jurisdiction.
- (b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution.
2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed:
- a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.

ATTACHMENT TO EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT