

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
S-157 REHABILITATION
INVITATION FOR BID 38724**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., June 14, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at 321-409-2156 or *ALucey@sjrwmd.com*. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay, FL 32909.

NON MANDATORY PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** is scheduled for May 24, 2023, at **10:00 a.m.**, at the pavilion located next to S-157, Brevard County, Florida at approximate GPS coordinates of latitude 27.830552°, longitude -80.539683°. **See directions below; Google Maps directions may be incorrect.**

Directions from the north (i.e. from Jacksonville): Head south on I-95, take exit 166, turn right onto St. Johns Heritage Parkway SE, go 1.7 miles and turn left onto Babcock Street SE, go 5.3 miles and turn left at Sebastian River Preserve State Park entrance (before crossing bridge at C-54 Canal). Continue 4.3 miles (the road will curve a few times) and park when S-157 and the pavilion are visible directly ahead.

Directions from the south (i.e. from Miami): Head north on I-95, take exit 156, turn left onto CR 512 (Fellsmere Road), go 3.1 miles and turn right onto N Broadway Street, go 0.4 miles and turn left at the dead end onto S. Carolina Avenue, go 0.4 miles and turn right onto CR 507, go 3.4 miles past the bridge at C-54 Canal, and immediately turn right at Sebastian River Preserve State Park entrance. Continue 4.3 miles (the road will curve a few times) and park when S-157 and the pavilion are visible directly ahead

The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification on the requirements of the bid documents.

The objective of this water control structure rehabilitation project is to repair the damaged and aging concrete, repair and paint the sheet pile wing walls, repair and paint the roller gates, replace the upstream and downstream safety barriers, staff gauges, and fencing, and perform other miscellaneous site work. This work is necessary to ensure the operational readiness of S-157 and to satisfy the requirements of the United States Army Corps of Engineers.

Structure S-157 is located on the C-54 Canal east of Interstate 95 adjacent to the St. Sebastian River Preserve State Park in Brevard County, Florida at approximate GPS coordinates of latitude 27.830552°, longitude -80.539683°.

The budget estimate for the project is \$4,265,000.00.

Exhibits accompanying this solicitation are as follows:

Exhibit 1 - S-157 As-Built Dated August 1970 – Separate cover

Exhibit 2 - Ardaman & Associates Engineering Evaluation dated May 28, 2013 – Separate cover

Exhibit 3 - Terracon Geotechnical Engineering Report dated August 2, 2022 – Separate cover

Exhibit 4 - S-157 Rehabilitation bid drawings dated April 18, 2023 – Separate cover

Exhibit 5- FDEP General Permit 424043-002 dated April 7, 2023 – Separate cover

Exhibit 6 - Daily Manatee Log Example – Separate cover

Americans With Disabilities Act (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Amy Lucey, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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INSTRUCTIONS TO RESPONDENTS

1. CONTRACT ADMINISTRATION

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

Amy Lucey, Senior Procurement Specialist
Phone: 321-409-2156
Email: ALucey@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

2. WHERE TO DELIVER BID

Respondent must submit its Bid either by (1) uploading to Demandstar or (2) delivered in “digital format” in a sealed envelope. Instructions for submitting are provided below.

Demandstar upload: Bids may now be uploaded directly to www.demandstar.com

OR

Delivered “digital” format: All digitally submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive **MUST** be placed in a sealed envelope – **DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.** Digital bids must be mailed or hand-delivered, in a sealed envelope to:

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

Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN
Respondent’s Name: _____
Invitation for Bid: 38724
Opening Time: 2:00 p.m.
Opening Date: June 14, 2023

3. OPENING OF BIDS

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

2:00 p.m., June 14, 2023
St. Johns River Water Management District
Palm Bay Service Center
525 Community College Parkway SE, Palm Bay, FL 32909

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must adhere to the following instructions regarding the preparation and organization of Bids:

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
 - a. Bid Form
 - b. Cost Schedule
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
 - g. Trench Safety Act Compliance Form
 - h. Bid bond form - **Respondent must use the District's form**
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
3. Respondent must follow all procedures for uploading to Demandstar or digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "(1)" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
5. The file-naming conventions for the bid shall include:
 - i. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-22)
6. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.

A RESPONDENT’S BID MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; AND (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF BID.

5. INQUIRIES AND ADDENDA

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

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

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

6. BUDGET ESTIMATE

The engineer's construction estimate for the project is \$4,265,000.

The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the engineer's construction estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over the engineer's construction estimate. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

7. MINIMUM QUALIFICATIONS

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

- a. Similar Projects (*must use District-provided Qualification – Similar Projects form*). Respondent must have successfully completed three (3) similar projects as described below. In addition to the identification of each similar project described below, each similar project must comply with the following criteria:
 - Each project listed below must have been successfully completed within the past seven (7) years as of the Bid due date.
 - Only where indicated, the similar project may be completed by a subcontractor named in the Proposed Subcontractor Form.

- For each Similar Project, the Respondent (or, only where indicated, named subcontractor) must have had overall responsibility for construction of the specific components listed for each Similar Project by self-performing the work.
 - If the Respondent (or, only where indicated, named subcontractor) was not the prime contractor on the similar project, the “total project value” of the similar project shall be determined based upon the component of the similar project for which the Respondent or subcontractor was responsible.
 - Each of the three similar projects must be different projects; a project may not be listed more than once as a similar project.
1. **Similar Projects 1 – Cofferdam:** One project involving the installation of a sheet pile cofferdam, with the cofferdam portion of the work, including pumping/dewatering, costing no less than \$500,000. This project should demonstrate the contractor's ability to install and manage cofferdams effectively in a variety of conditions. This project may be completed by a subcontractor named in the Proposed Subcontractor form.
 2. **Similar Projects 2 – Concrete and Steel:** One project focused on repair and rehabilitation work on existing concrete and structural steel elements associated with dams, water control structures, locks, or bridges. The repair and rehabilitation portion of the work should cost no less than \$500,000. This project should showcase the contractor's expertise in concrete and steel repair, as well as their ability to address unique challenges associated with these structures.
 3. **Similar Project 3 – Civil Works:** One project involving the construction of a civil works project consisting of one or more of the following types: bridges, major utility infrastructure, stormwater management, waterways, reservoirs, dams/levees or maintenance of a water control structure within an active water body, with the project cost totaling no less than \$1,000,000. This project should highlight the contractor's experience in managing and executing large-scale civil works projects, showcasing their ability to handle complex logistical challenges and adhere to strict safety and quality standards.

NOTE: All requested information for the three similar projects must be included in the District-provided Qualification-Similar Projects form. In determining whether a Respondent satisfies the minimum qualifications for similar projects, the District will not consider any additional projects or materials submitted by Respondent beyond the District-provided Qualification-Similar Projects form.

- b. **References** (*must use District-provided Qualification - Client Reference form*). Respondent must provide three client references who can verify Respondent's qualifications and past performance record. Respondent must have successfully completed a project for the client reference within the past 7 years. Up to two of the client references may be from the Similar Projects listed in response to subparagraph a., above. No more than one of the references may be from completed District projects. If references are not able to verify Respondent's qualifications and past performance, then Respondent may be disqualified.
- c. **License** (*must use District-provided Qualification-General form*). Respondent must possess a General Contractor's license, as described in Florida Statutes Chapter 489, that is current and active. If Respondent is doing business as a corporation, partnership, limited liability company or any business entity other than a sole proprietorship, the Respondent must be qualified by a properly licensed individual general contractor, and the Respondent's name must appear on the qualifying general contractor's license. All subcontractors must be licensed in the area for which they perform work.

Note: if Respondent intends to utilize the license of a subcontractor to obtain any permit to perform the Work, the subcontractor and license classification must be disclosed in the *Proposed Subcontractor form*.

- d. Business Registration (*Respondent-provided documentation*). Respondent must submit evidence of respondent's qualification to do business in the state where the Project is located.
- e. Bonds and Surety (*must use District-provided Bid Bond form*). Respondent must provide a Bid Bond in the amount of 0.05% of its total bid amount with their bid. Respondent must be capable of providing a 100% Performance and Payment Bond and a 100% Labor and Materials Bond at the time contract award. Respondent's surety company shall meet the following minimum requirements:
 - 1. It shall be licensed to conduct business in the State of Florida.
 - 2. It shall have a current valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - 3. It shall be in full compliance of the provisions of the Florida Insurance Code.
- f. Subcontractor Limitation (*must acknowledge on District-provided Proposed Subcontractor form*). Respondent is limited to utilizing subcontractors for no more than 40% of the work on the project. The remaining balance of the work on the project must be performed by Respondent's own forces.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work.

The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

7. BID GUARANTY

Each Bid must be accompanied by a Bid guaranty in the form of a Bid bond, payable to the District, for five percent of the "Total Bid Cost" indicated on the Bid. Respondent must use the District's Bid Bond form. The Bid bond must be written through a licensed Florida agency with a company licensed to do business in the State of Florida and meeting the requirements of the Agreement. The guarantee must provide that the Bid will remain firm for 90 days after the designated date and hour of the Bid opening; that if the Bid is accepted, Respondent must enter into a contract with the District in accordance with the Agreement; and that Respondent will provide any required performance and payment bonds and certificates of insurance.

If Respondent withdraws its Bid after receiving notice of acceptance thereof, Respondent will be liable to the District for the full amount of the guaranty as representing the District's damages on account of Respondent's default.

Within ten days after the Bid opening, the Bid guaranty will be refunded to all respondents, except the three lowest responsive and responsible Respondents. The remaining Bid guarantees will be refunded within 30 days after the District and the Successful Respondent have executed the Agreement and all other necessary documents.

Attorneys-in-fact who sign Bid bonds and performance and payment bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the surety, with proof of agency attached.

9. SUBCONTRACTS

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work on the attached "Proposed Subcontractors" form. Use of subcontractors on this project is subject to the limitation on subcontractors described in Paragraph 7 – Minimum Qualifications. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal.

If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership.

If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida.

Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

11. DISQUALIFICATION OF RESPONDENTS

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

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

12. REJECTION OF BID

Bids must be delivered or uploaded electronically as indicated in paragraph 2. WHERE TO DELIVER BID to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Bid.

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

13. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

14. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.

- e. The District reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

15. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A performance and payment bond
- b. A completed Internal Revenue Service Form W-9
- c. Satisfactory evidence of all required insurance coverage
- d. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- e. All other information and documentation required by the Agreement

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District will be entitled to the full amount of the guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

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

17. DIVERSITY

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

18. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

20. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

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

21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

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

22. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a written Notice of Protest within 72 hours after its posting.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the Formal Written Protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest, or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

FORMS
BID FORM

Include this form in the response

RESPONDENT:

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

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

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

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

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

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

Respondent (firm name) _____
Date

Address

Email address

Signature* _____
Telephone number

Typed name and title

* See Solicitation Paragraph 10, Signature and Certification Requirements

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., June 14, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the S-157 Rehabilitation project, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

If said bid exceeds the Budget Estimate, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF BID DOCUMENTS" for information to be included with the bid package.

The bid will be awarded to the lowest responsive and responsible Respondent for the Total Bid Cost (the sum of bid items one through sixty-five). RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS. Failure to provide all listed bid items may result in Respondent's bid being rejected as non-responsive.

RESPONDENT NAME: _____

Cost Schedule continued on the following page.

COST SCHEDULE S-157 REHABILITATION					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	WORK PLAN, SAFETY PLAN, CONSTRUCTION SCHEDULE	1	LS		
2	MOBILIZATION	1	LS		
3	EROSION/SEDIMENT CONTROL	1	LS		
4	MANATEE OBSERVER	1	LS		
5	TEMPORARY COFFERDAMS	1	LS		
6	PUMPING/DEWATERING	1	LS		
7	FLOW BYPASS SYSTEM	1	LS		
8	REMOVAL OF SEDIMENT AND DEBRIS	45	CY		
9	CONCRETE - HYDRODEMOLITION OF SURFACES	10,600	SF		
10	CONCRETE - PRESSURE WASHING SURFACES	5,300	SF		
11	CONCRETE - ISOLATED PATCHING	45	CF		
12	CONCRETE - REBAR REPAIR (IF REQUIRED)	75	LF		
13	CONCRETE - CRACK REPAIR (IF REQUIRED)	225	LF		
14	CONCRETE - SAWCUTTING	250	LF		
15	CONCRETE - ERODED SURFACE REPAIR	10,600	SF		
16	CONCRETE - SURFACE COATING	15,800	SF		
17	CONCRETE - TESTING SERVICES	1	LS		
18	CAULK SERVICE BRIDGE EXPANSION JOINTS	96	LF		
19	CLEAN/ PAINT EMBEDDED STEEL	1	LS		
20	SHEET PILING - EXCAVATE AND BACKFILL RIPRAP	1	LS		
21	SHEET PILING - WELDED CAP PLATES (IF REQUIRED)	29	EA		
22	SHEET PILING - ANCHOR PLATE CONNECTIONS (IF REQUIRED)	8	EA		
23	SHEET PILING - STEEL PLATE REPAIR (IF REQUIRED)	200	LBS		
24	SHEET PILING - PAINTING	2,200	SF		
25	SHEET PILING - JOINT SEEPAGE	50	LF		
26	PANEL TOE SUPPORTS	1	LS		
27	DEMOLITION - SAFETY BARRIERS AND PILES	1	LS		
28	DEMOLITION - STAFF GAUGES AND PILES	1	LS		
29	DEMOLITION - FENCING	385	LF		
30	DEMOLITION - HANDRAILS	234	LF		
31	DEMOLITION - WARNING SIGNS	1	LS		
32	RIPRAP - GEOTEXTILE	1,400	SY		
33	RIPRAP - BREAK GROUTED AREAS AND REGRADE	1	LS		
34	RIPRAP - STRIP/ PREP NEW AREAS	1	LS		
35	RIPRAP - FDOT BANK AND SHORE	500	TONS		
36	RIPRAP - FDOT DITCH LINING	100	TONS		
37	RIPRAP - FDOT BEDDING STONE	200	TONS		
38	SAND BACKFILL AND COMPACTION	100	TONS		
39	SAFETY BARRIERS STEEL PILES	1	LS		
40	SAFETY BARRIERS	1	LS		
41	STAFF GAGE STEEL PILES	1	LS		
42	STAFF GAGES AND GATE POSITION GUIDES	1	LS		
43	STILLING WELL LINES	100	LF		
44	FENCE POST BASES - SERVICE BRIDGE DOWNSTREAM	18	EA		
45	FENCE POST BASES - CONTROL HOUSE	10	EA		
46	ALUMINUM FENCE - OPERATION PLATFORM	188	LF		
47	ALUMINUM FENCE - SERVICE BRIDGE	159	LF		
48	ALUMINUM FENCE - CONTROL HOUSE	38	LF		
49	ALUMINUM HANDRAIL	221	LF		
50	LIGHT POLE	1	LS		
51	WARNING SIGNS	2	EA		
52	WARNING SIGN SOLAR LIGHTS	2	EA		
53	SOLAR MARINE BEACON LIGHTS	4	EA		
54	GATE REHABILITATION	3	EA		
55	GATE COLLARS (IF REQUIRED)	1	EA		
56	WHEELS - BANDING (IF REQUIRED)	1	EA		
57	AXLES (IF REQUIRED)	1	EA		
58	RAILS (IF REQUIRED)	168	LF		
59	RAIL CLIPS AND WASHERS (IF REQUIRED)	224	EA		
60	SHIMS (IF REQUIRED)	112	EA		
61	ABANDON OBSERVATION WELLS	4	EA		
62	AS-BUILT SURVEY	1	LS		
63	SITE CLEANUP AND DEMOBILIZATION	1	LS		
64	DAILY OVERFLOW IMPACT FEE	10	DAYS		
65	SUPPLEMENTAL WORK ALLOWANCE				\$240,000
	TOTAL BID COST				

NOTES:

Supplemental Work Allowance (SWA). The District will include a Supplemental Work Allowance (SWA), to be capped in the amount of \$240,000, in the Successful Respondent's agreement to cover activities not included in the construction drawings, technical specifications, or Scope/Statement of Work (i.e., changes to the quantities, unforeseen site conditions, or changes to the work). SWA funds can only be released to the Successful Respondent through issuance of a written and fully executed SWA authorization. Escalation costs are not considered a compensable cost under this allowance.

Vendors With Principal Place of Business Outside of Florida. Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature*

Telephone number

Typed name and title

Fax number

** See Solicitation Paragraph 10, Signature and Certification Requirements*

PROPOSED SUBCONTRACTORS

Include this form in the response

Respondent must submit with its Bid a list of all known subcontractors who (1) will participate in more than ten percent of the Work; OR (2) holds a license that Respondent intends to utilize to obtain a permit to perform the Work by providing the information requested below. If none, so indicate. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid. Attach additional sheets if necessary.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): _____

Project Subcontractor Limitation Acknowledgement:

By signing below, Respondent acknowledges that subcontractors may be utilized for no more than 40% of the work on the project.

Respondent: _____

By: _____

Signature of Authorized Representative

Date: _____

Title: _____

CERTIFICATE AS TO CORPORATION

Include this form in the response

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

Include this form in the response

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

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

Signature: _____

Title: _____

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

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

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

Name of Respondent: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar work as described in the INSTRUCTIONS TO RESPONDENTS: _____

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

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

LICENSES

Respondent must identify the General Contractor license to be used to acquire any permits. The General Contractor License must be current and active, as described in paragraph 7 of the Solicitation.

Classification Issuing Government License Issue Date Number

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firms assigned to the work) must have successfully completed at least three similar projects within the seven years immediately preceding the date set for receipt of the response, as described in the INSTRUCTIONS TO RESPONDENTS. (Add additional sheet for optional additional completed projects.)

Respondent must complete all blanks and provide requested information in this form. Do not list a project more than once as a similar project. All requested information for the three similar projects must be included in this District-provided Qualifications – Similar Projects form. In determining whether a Respondent satisfies the minimum qualifications for similar projects, the District will not consider any additional projects or materials submitted by Respondent beyond this District-provided Qualifications – Similar Projects form. Failure to provide all requested information in the form may result in Respondent’s bid being rejected as non-responsive.

Completed Project 1 – Cofferdam: One project involving the installation of a sheet pile cofferdam, with the cofferdam portion of the work, including pumping/dewatering, costing no less than \$500,000. This project should demonstrate the Respondent’s ability to install and manage cofferdams effectively in a variety of conditions. This project may be completed by a subcontractor named in the Proposed Subcontractor form.

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

General Project Description and Discription of Cofferdam: _____

Project value (minimum of \$500,000): _____

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

Project completed by (check one and include name of Subcontractor, if applicable):

Respondent Subcontractor _____
(Subcontractor name)

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent shall provide three (3) client references, who can verify Respondent’s qualifications and past performance record. Respondent must have successfully completed a project for the client reference within the past 7 years. Up to two (2) client references may be from the Similar Projects listed above. No more than one reference may be from completed District projects. (For similar projects listed above, state “Similar Project No. ____.”) If references are not able to verify Respondent’s qualifications and past performance, then Respondent may be disqualified.

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Project location: _____

Description: _____

Project value: _____ Project manager: _____

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

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Project location: _____

Description: _____

Project value: _____ Project manager: _____

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

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Project location: _____

Description: _____

Project value: _____ Project manager: _____

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

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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

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

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

By: _____

Title: _____

Date: _____

TRENCH SAFETY ACT COMPLIANCE FORM

Solicitation: IFB 38724
 Project: S-157 Rehabilitation

By signing below, Respondent agrees to the following terms:

1. Respondent acknowledges: (i) the existence of the Florida Trench Safety Act, §553.60 et. seq., Florida Statutes (hereinafter called the “Act”), and the requirements established herein; (ii) the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project in regards to trench safety; (iii) Trench Safety Act Compliance Costs are disclosed for the sole purpose of compliance with the procedural requirements of the Act; and (iv) the amounts disclosed in this form have been included within the Total Lump Sum Price listed on the bid form.
2. If awarded the contract, Respondent will comply with all applicable trench safety standards, during all phases of the work, and will ensure that all subcontractors will also comply with the Act.
3. Respondent will consider the geotechnical information available from the District, from its own sources, and all other relevant information in its design of the trench safety system it will employ on the subject project. Respondent acknowledges that the District is not obligated to provide such information, that Respondent is not to rely solely on such information if provided, and that Respondent is solely responsible for the selection of the data on which Respondent relies in designing said safety system, as well as for the system itself.
4. **Trench Safety Act Compliance Cost Disclosure** (*Costs provided for information only; not payment*):

Trench Safety Compliance Method	Unit (LF, SF)	Quantity	Unit Cost	Extended Cost
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$

Use additional sheets if necessary. The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used.

Total

\$

5. Acceptance of the bid to which this certification and disclosure applies in no way represents that the District or its representatives have evaluated or determined that the costs disclosed in this form are adequate to comply with the applicable trench safety requirements, nor does it in any way relieve Respondent of its sole responsibility for complying with all applicable safety requirements.

Respondent: _____

By: _____
 Signature of Authorized Representative

Date: _____

Title: _____

BID BOND FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STATE OF FLORIDA

KNOW ALL PERSONS BY THESE PRESENT that _____, whose address is: _____, (“Principal”), and _____, whose address is _____, (“Surety”), are held and firmly bound unto the St. Johns River Water Management District, whose address is 4049 Reid Street, Palatka, Florida 32177 (the “District”), in the Penal Sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying bid for Bid 38724 - S-157 Rehabilitation, which is scheduled to be opened on June 14, 2023. NOW, THEREFORE, if Principal shall not withdraw this bid within 90 days after date of bid opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in bid and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way diminished, impaired, or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties have executed this statement under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed below and this statement being signed by his representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL

(Official Title)

By: _____

(typed name) (SEAL)

SURETY

(Official Title)

By: _____

(typed name) (SEAL)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of bid bond on behalf of Surety.

PERFORMANCE AND PAYMENT BOND

Bond Number _____

Surety Number _____

St Johns River Water Management District Contract Number 38724

BY THIS BOND, we, _____, whose address is _____, Phone _____, ("Principal"), and _____ whose address is _____, Phone _____, a corporation organized under the laws of the state of _____ and licensed to do business in the state of Florida ("Surety"), bind ourselves and our heirs, personal representatives, successors, and assigns, jointly and severally, unto the St. Johns River Water Management District (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, Phone (386) 329 4500, for the use and benefit of claimants, as defined in §255.05(1), Fla. Stat., in the amount of Total Contract Amount, \$_____, for the payment of which sum will and truly be made.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work described in these contract documents, which are incorporated into this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work described in the contract, and
3. Pays the District all losses and damages, expenses, costs, and attorney's fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(2) and (10), Fla. Stat.

Any changes in or under the contract documents (which include the plans and specifications) and compliance or noncompliance with any formalities connected with the contract documents or the changes do not affect Surety's obligation under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument under their several seals on this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and this Bond fully signed by each party's undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal

 (Official title)
 Surety

 (Official title)

By: _____

 (Typed name) (SEAL)
 By: _____

 (Typed name) (SEAL)

(Countersignature by Florida Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of power of attorney appointing individual attorney-in-fact for execution of Payment Bond on behalf of Surety.

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 38724

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____ TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
S-157 REHABILITATION

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ ("Contractor"), whose address is _____ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 38724, S-157 Rehabilitation (the "Work"). In accordance with IFB 38724, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is July 30, 2024, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be \$2,000.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement

Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS** written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

3. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

- 4. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

5. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor according to the cost schedule set forth in the Statement of Work, up to an amount not to exceed \$ _____ (the "Total Compensation"). Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation
- (b) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Accounting Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 20 business days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; and (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 20 business days of receipt of the invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor;

(3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(h) **Retainage.** The District shall pay Contractor 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work. Contractor may present the District with a payment request for part or all of the retainage as provided by §218.735(7)(e), Fla. Stat. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act, Part VII of Chapter 218, Fla. Stat., with respect to all lower tier entities such as subcontractors, suppliers, etc. and that all taxes have been paid, a Final Release of Lien, and a Consent of Surety to Final Payment. Sample forms are set forth in Attachment D.

7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
8. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
9. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
10. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
11. **PROJECT MANAGEMENT PERSONNEL**
 - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written

notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Gretchen Kelley, Project Manager
 St. Johns River Water Management District
 525 Community College Parkway, S.E
 Palm Bay, FL 32909-2213
 Phone: 321-676-6602
 Email: gkelley@sjrwmd.com

CONTRACTOR

TBD, Project Manager
 TBD
 TBD
 TBD
 Phone: TBD
 Email: TBD

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

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Contractor shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Contractor shall provide the District a list of each subcontract exceeding ten percent of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the District the project schedule and update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.

- (c) **Critical Path Management.** The District may require Contractor to provide a Critical Path Management (CPM) network for the Work, which shall be provided within 15 days of request or when the work plan is submitted, whichever occurs last. The CPM shall show: (1) the first workday of each week; (2) the complete sequence of construction by activity, identifying the Work in separate stages and other logically grouped activities; (3) the early and late start and the early and late finish, and (4) the submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the District. The District shall have ten days to review the work plan. If deemed necessary by the District, Contractor shall revise and resubmit the CPM. Contractor shall submit an updated CPM schedule with each invoice, identifying any changes since the previous submission and indicating the estimated percentage of completion for each item of the Work. The District owns all float.
- (d) **Daily Reporting.** The District may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (e) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (f) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

13. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after

the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

14. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.
- (d) **Supplemental Work Allowance (SWA).** The Total Compensation amount includes a Supplemental Work Allowance (SWA), capped in the amount of \$240,000 to cover Contractor activities not included in the construction drawings, technical specifications, or Scope/Statement of Work (i.e., changes to the quantities, unforeseen site conditions, or changes to the work). SWA Funds can only be released to Contractor through issuance of a written and fully executed Supplemental Work Allowance Authorization form (Attachment E). Absent a written and fully executed Supplemental Work Allowance Authorization form, Contractor is not entitled to receive SWA Funds. Escalation costs are not considered a compensable cost under this allowance. All escalation costs, if any, will be borne by Contractor.

15. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any

compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

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

ADDITIONAL PROVISIONS (In Alphabetical Order)

16. DEFINITIONS

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

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

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

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

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

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District

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

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

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

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

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

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

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

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

HOLIDAY: The following holidays as observed by the District: New Year’s Day, Birthday of Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day

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

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

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

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

PRINCIPAL: When used in a bid, proposal, or Performance and Payment Bond, the word “principal” means the same as the word “Contractor.”

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

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

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

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

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

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

WRITTEN APPROVAL OF WORK: A written, or digitally transmitted document, to release funds under the SWA, and issued by the District after the Effective Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation in an amount less than or equal to \$20,000 with Bureau Chief approval; or (2) less than or equal to \$100,000 with Division Director approval. Commencement of work under the Written Approval of Work acknowledges Contractor’s acceptance of the terms and conditions of said action. A Written Approval of Work cannot provide an extension of time

17. ACCESS; WORK AREA; GATES

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

18. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. **No more than 40% of the work on the project may be performed by subcontractors. The remaining balance of the work on the project must be performed by Respondent's own forces.** As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

19. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

20. BONDS

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a payment bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (b) **Performance Bond.** A performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.
- (e) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the District.

21. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.
22. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
23. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
24. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.
25. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**
- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues

in writing when required by this Agreement. The District shall respond through its Project Manager.

26. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

27. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women, veterans, or minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs.

28. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein.

The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

29. EMPLOYMENT ELIGIBILITY.

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov.
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

30. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY

TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

31. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

32. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
33. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District's intent is to obtain a high quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the District's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (d) **Re-examination of Work.** The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance

with specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.

(e) **Testing**

- (i) The District may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
- (ii) If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Contractor's Project Manager shall supply the District's Project Manager with 72-hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Contractor's expense.

- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the District of any defective material and shall not incorporate such material into the Work. The District may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. If the District deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the District. If disputed, Contractor may submit a Change Order, subject to the dispute resolution procedure.

- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the District to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used.

Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.

34. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
35. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.
36. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
37. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers. Any permits not already procured from these agencies such as the NPDES or dewatering permits shall be procured by the Contractor.
 - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
 - (c) Contractor shall:

- (i) give to the proper authorities all required notices relative to the Work;
- (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
- (iii) furnish any bonds, security, or deposits required to permit performance of the Work;
- (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
- (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

38. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.

39. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

40. **PUBLIC RECORDS**

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with

a public agency and is acting on behalf of the public agency], then the following requirements apply:

- (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
- (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

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

42. **REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
43. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
44. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees

and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

45. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification; or if Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification; or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
46. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the District in writing when it considers the Work to be substantially complete. “Substantially complete” is the point when the District can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within 30 days of receipt of such notice, the District shall review the Work and determine whether the Work is substantially complete. If the District agrees that the Work is substantially complete, the District shall, within said 30-day period, develop a list of items (“Punch List”) required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than 30 days after the date of delivery of the Punch List, the Completion Date shall be extended to 30 days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor’s responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the District disputes the completion of any items on the Punch List, it may withhold 150% of the estimated cost of completing any such items, and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.
47. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION**
- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the District will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The District will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys

as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District's Project Manager as to the quantities estimated.

- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the District. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

48. **TRENCH SAFETY.** In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. §553.62, Fla. Stat., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR §1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by §553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements. However, Contractor's cost of compliance with those standards shall be considered part of the Contractor's overhead and shall not be invoiced as a separate item.

49. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

50. **WARRANTY**

- (a) Contractor warrants that the Work, workmanship, and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take

corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

51. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Michael Register, Executive Director, or designee

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

- Attachments:
- Attachment A — Statement of Work/Technical Specifications
 - Attachment B — Insurance Requirements
 - Attachment C — District’s Supplemental Instructions (sample)
 - Attachment D — Sample Forms: Contractor’s Affidavit and Consent of Surety to Final Payment
 - Attachment E — Supplemental Work Allowance Authorization Form (sample)

ATTACHMENT A — STATEMENT OF WORK/TECHNICAL SPECIFICATIONS

S-157 REHABILITATION**I. BACKGROUND**

The S-157 Structure is located on the C-54 Canal east of Interstate 95 adjacent to the St. Sebastian River Preserve State Park in Brevard County, Florida at approximate GPS coordinates of latitude 27.830552°, longitude -80.539683°. The structure was constructed by the US Army Corps of Engineers (USACE) in 1970 and the District has operated and maintained the structure since. S-157 serves as a flood control structure as part of the Upper St. Johns River Basin (USJRB) Project and along with S-96 is the emergency outlet for the St. Johns Water Management Area (SJWMA).

The structure is constructed of reinforced concrete and has a width of 86.5 feet to the outside of the abutment walls and a total length of approximately 76.0 feet. The concrete spillway is ogee shaped with a crest elevation of 7.5 feet NGVD29. The upstream (west) invert elevation is at -11.0 feet NGVD29 and the downstream (east) end sill elevation is at -9.0 feet NGVD29. The top of the spillway abutment walls are at elevation 22.0 feet NGVD29.

There are three steel roller gates located on top of the ogee crest. The gates are 25.8-feet wide x 9.6-feet high and weigh approximately 21,000 pounds each. The gates are operated by electric cable drum hoists. The total design discharge capacity of the structure is 6500 cubic feet per section (cfs).

Anchored steel sheet pile wing walls consisting of Type PZ-27 sheet pile are located at both the upstream and downstream sides of the structure. The total wall length of the upstream and downstream wing walls are 43.5 feet and 42 feet, respectively.

II. OBJECTIVES

The objective of this project is to repair the damaged and aging concrete, repair and paint the sheet pile wing walls, repair and paint the roller gates, replace the upstream and downstream safety barriers, staff gauges, and fencing, and perform other miscellaneous site work. This work is necessary to ensure the operational readiness of S-157 and to satisfy USACE requirements.

III. SCOPE

The Contractor shall provide all materials, labor, and equipment necessary for the rehabilitation of the S-157 Structure as described in this Statement of Work and as detailed in the S-157 Rehabilitation Drawings (drawings) shown in Exhibit 4. Generally, the scope shall include installation of temporary cofferdams, continuous dewatering, joint inspection of the structure to determine the extent of repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation, repair and coating of steel sheet piling and miscellaneous metals, repair and painting of the roller gate, fence demolition and replacement, replacement of the upstream and downstream safety barriers, warning signs, and staff gauges, and placement and repair of riprap.

District Responsibilities:

1. Provide Contractor with access to the site with a temporary lock combination. Coordinate with Contractor, Florida Department of Environmental Protection (FDEP), Florida Fish & Wildlife Conservation Commission (FWC), and other public agencies throughout the duration of the project on access restrictions or limitations.

2. Review submittals within 10 business days.

Contractor Responsibilities:

1. Contractor shall schedule a preconstruction meeting with District staff and submit a construction schedule at least 5 days before the preconstruction meeting. Contractor shall submit revised and updated construction schedules at a minimum frequency of once per month.
2. Contractor shall include a reasonable amount of rain delays in the construction schedule and ensure adequate personnel and equipment are available to comply with the timeframes stated in Section V of this contract.
3. Contractor shall provide submittals to the District in a timely manner. Contractor shall be responsible for all costs of materials ordered, delivered, or placed prior to receiving District approval in writing.
4. Contractor shall provide all safety and traffic control necessary for completing the project and implement measures to close off public access to all construction and staging areas. This includes supplying and maintaining barricades, fencing, temporary gates, debris screens, signage, and securing equipment and lay-down areas.
5. Contractor shall conduct work activities in a manner that facilitates vehicular access by District staff, Florida Department of Environmental Protection (FDEP), FWC, and other public agencies and their contractors throughout the duration of the project. Contractor shall notify the District at least 48 hours in advance of any temporary closures that are required to complete the scope of work; notifications will be subject to approval by the District.
6. Contractor shall provide a dedicated manatee observer onsite during all in-water work activities located east of S-157.
7. Contractor shall comply with the conditions contained in the following permits obtained by the District: FDEP General Permit 424043-002 and USACE Nationwide Permit SAJ-2019-01525 (NWP-CMM).

IV. TASK IDENTIFICATION:

Contractor shall provide all material, labor, and equipment required to complete the following tasks:

1. Work Plan, Safety Plan, Construction Schedule

Contractor shall submit a work plan, safety plan, and construction schedule to the District for review prior to mobilization.

2. Mobilization

Mobilize all labor, equipment, and materials to the site. Establish on-site office and material staging areas. Contractor shall locate all utilities, including private utilities, prior to digging, trenching, or excavation. Contractor shall protect all utilities, existing structures, roads, benchmarks, monuments, and other improvements from damage whether or not shown on the drawings. Replacement cost for all damaged or disturbed items shall be borne by Contractor. Provide and maintain all safety measures, construction closure signage, manatee habitat signage, construction and safety fencing,

and traffic control necessary. Obtain all required permits not obtained by the District (NPDES, Temporary Power, etc.). Contractor shall be responsible for supply of electric power and water needed to complete the Work.

3. Erosion and Sediment Control

Supply, install, and maintain all erosion and sediment control and dust control measures, and conduct all construction operations in a manner that does not cause violations of state water quality standards. Provide all temporary erosion and sediment control measures (silt fence, turbidity barrier, temporary stabilization, etc.) as required for compliance with Federal, State, and local laws, rules, and regulations. In addition, turbidity barriers shall be made of material in which manatees cannot become entangled; turbidity barriers shall be properly secured and regularly monitored to avoid manatee entanglement or entrapment.

4. Manatee Observer

Contractor shall review all manatee-related permit conditions with all onsite project personnel and comply with all conditions. Contractor shall employ an experienced and dedicated manatee observer onsite during all in-water activities located east of S-157. In-water activities include, but are not limited to, the placement or operation of a work boat or barge and installation or removal of a cofferdam, staff gauge pile, boat barrier pile, boat barrier, turbidity boom, or riprap. If a manatee comes within 50 feet of the work area, contractor shall shut down all in-water activities including vessel operation. Contractor shall not resume in-water work activities until the manatee moves 50 feet or further beyond the work area, or until 30 minutes elapses since the last sighting within 50 feet. The manatee must not be herded or harassed into leaving. The manatee observer shall maintain a daily log that details manatee sightings, termination and commencement of work, and other related incidents. The manatee observer must have no other job duties while on watch other than to halt all in-water work as required and facilitate compliance with the relevant permit conditions.

5. Temporary Cofferdams

The temporary cofferdam shall be designed by a Florida licensed Professional Engineer. Contractor shall submit the signed and sealed design to the District for review and approval and install the temporary cofferdams in accordance with the approved design. To minimize potential impacts to manatees, Contractor shall install the east cofferdam first. Contractor shall remove the cofferdams upon completion of all below water work.

Contractor shall monitor the water levels throughout the duration of the project. In the event that overtopping of the cofferdam is imminent, Contractor shall pump water into the work area to prevent scour at the base of the cofferdam.

6. Pumping/Dewatering

Contractor shall provide the pumping means to remove water from the work area as necessary for completion of the work.

7. Flow Bypass System

Contractor shall provide the means for bypassing flows in C-54 around S-157 during construction; such means are subject to District approval. Acceptable means may include, for example, a pumping or siphon system as depicted on the drawings. Excavation depths greater than 3 ft are prohibited. Contractor shall continue to pass flows when the water level in C-54 immediately west of S-157 is

15 ft NGVD29 or higher. The contractor may raise the 'trigger' elevation after March 31, 2024 if requested and subsequently approved by the District. Contractor must cease operation of the bypass system if the water level in C-54 immediately west of S-157 falls to 14.75 ft NGVD.

8. Removal of Sediment and Debris

Remove and dispose of all sediment and debris from the structure work area, as well as the upstream and downstream channels within the confines of the cofferdams, to an offsite location. Disposal methods and location shall be in accordance with all applicable local, state, and federal regulations and requirements.

9. Concrete – Hydrodemolition of Eroded Surfaces

Remove deteriorated concrete by high pressure hydroblasting or other District approved method to achieve a sound concrete surface. The areas to be hydroblasted will be as shown on the drawings to a depth of approximately 1/2 to 1 inch. The final extent of the hydrodemolition will be determined during construction as required by the existing conditions encountered. Contractor shall prepare the concrete surface as specified prior to application of the concrete repair products.

10. Concrete – Pressure Washing Surfaces

Pressure wash all remaining concrete surfaces where hydrodemolition is not required. Generally, the areas to be pressure washed will depend upon the final extent of the hydrodemolition area as determined by the existing conditions encountered.

11. Concrete – Isolated Patching

Identify and patch any isolated spalls with the specified repair products and provide moist curing as specified. Include preparation of exposed rebar to remain in place in this item.

12. Concrete – Rebar Repair (If Required)

Remove damaged rebar, prep area and splice additional rebar as needed prior to patching.

13. Concrete – Crack Repair (If Required)

Identify and repair cracks with the specified repair products and provide moist curing as specified on the drawings.

14. Concrete – Sawcutting

Prior to applying repair mortar, cut concrete along the top of the eroded concrete surface areas to allow for a smooth transition with the adjoining surface.

15. Concrete – Eroded Surface Repair

Apply the specified repair products to the areas of surface erosion (hydrodemolition areas) and provide moist curing as specified on the drawings.

16. Concrete – Surface Coating

Upon completion of all concrete repair work, apply the concrete surface coating to all exposed concrete surfaces, excluding the service bridge and structure above elevation 22.5 feet NGVD29. Provide moist curing as specified on the drawings.

17. Concrete – Testing Services

The contractor shall retain the services of an independent testing laboratory, approved by the District, for the sampling and testing of the repair mortar. The testing requirements shall be as specified on the drawings. Contractor shall email preliminary test reports and results to the District immediately when available. Final test reports shall be signed and sealed by a Florida licensed professional engineer and submitted to the District.

18. Caulk Service Bridge Expansion Joints

Remove all old caulk and install new caulk in bridge expansion joints.

19. Clean/ Paint Embedded Steel

Prepare the surfaces and paint embedded galvanized steel items with the products specified on the drawings. Clean anchor bolts and embedded stainless steel.

20. Sheet Piling – Excavate and Backfill Riprap

Remove riprap and bedding stone adjacent to the sheet piling walls down to the subgrade. Replace bedding stone and riprap after painting of sheet piling.

21. Sheet Piling – Welded Cap Plates (If Required)

Inspect and install the cap plates as detailed on the drawings as required/directed by the District.

22. Sheet Piling – Anchor Plate Connections (If Required)

Inspect and repair the anchor plates as detailed on the drawings as required/directed by the District.

23. Sheet Piling – Steel Plate Repair (If Required)

Inspect and weld steel plate patches to sheet piling as detailed on the drawings as required/directed by the District.

24. Sheet Piling – Painting

Prepare and paint all exposed sheet piling surfaces as specified on the drawings. Contractor shall employ measures to prevent blast media and paint from becoming airborne and traveling outside the project area. Contractor shall collect blast media and paint chips and dispose at a municipal or commercial landfill.

25. Sheet Piling – Joint Seepage

Apply protective coating where joint seepage is present as specified on the drawings.

26. Panel Toe Supports

Fabricate and install the panel toe supports as detailed on the drawings.

27. Demolition – Safety Barriers and Piles

Remove and dispose of the existing safety barriers and timber piles.

28. Demolition – Staff Gauges and Piles

Remove and dispose of the existing staff gauges and piles.

29. Demolition – Fencing

Remove the fences as shown on the Fencing Plan and deliver to the District's rework site located at 9555 Babcock St, Fellsmere, FL 32948. The operating platform and west side service bridge fences shall utilize the existing fence bracket supports. The existing fence brackets on the east side service bridge and the control house shall be removed and replaced. Any embedded fence posts shall be removed to a depth of 3 inches below the concrete surface and the concrete patched.

30. Demolition – Handrails

Remove the handrails as detailed on the drawings and deliver to the District's rework site located at 9555 Babcock St, Fellsmere, FL 32948. Any embedded rail posts shall be removed to a depth of 3 inches below the concrete surface and the concrete patched.

31. Demolition – Warning Signs

Remove and dispose of the existing warning signs and piles.

32. Riprap – Geotextile

Supply and install geotextile under areas of grouted riprap to be broken and new areas of riprap. Work under this item shall include access to the required placement areas.

33. Riprap – Break Grouted Areas and Regrade

Break all grouted riprap to the size of the existing adjacent riprap, stockpile, install new geotextile, and replace broken riprap uniformly along slope. Work under this item shall include access to the required placement areas. Include the geotextile material under line item 32.

34. Riprap – Strip/ Prep New Areas

Strip 12 inches from areas to receive new riprap and uniformly grade for smooth transition. Work under this item shall include access to the required placement areas.

35. Riprap – FDOT Bank and Shore

Supply and install additional riprap erosion protection to the existing riprap areas as directed by the District. Work under this item shall include access to the required placement areas.

36. Riprap – FDOT Ditch Lining

Supply and install additional riprap erosion protection to the existing riprap areas as directed by the District. Work under this item shall include access to the required placement areas.

37. Riprap – FDOT Bedding Stone

Supply and install bedding stone as required for the riprap installation. Work under this item shall include access to the required placement areas.

38. Sand Backfill and Compaction

Supply, install, and compact clean sand backfill as shown on the downstream grading plan and section. Work under this item shall include access to the required placement areas.

39. Safety Barriers Steel Piles

Supply and install new steel pile supports for the safety barriers.

40. Safety Barriers

Supply and install the new safety barriers including all required hardware as specified and shown on the drawings.

41. Staff Gauge Steel Piles

Supply and install the new steel piles for the staff gauges as detailed on the drawings.

42. Staff Gauges and Gate Position Guides

Supply and install new staff gauges and gate position guides as specified on the drawings.

43. Stilling Well Lines

Uncover ends of upstream and downstream stilling well lines and water test to help verify presence of clogs or break locations, if any. Excavate the first twenty feet of the lines for inspection. Replace any damaged or deteriorated existing steel pipe with Schedule 40 PVC and appropriate fittings as directed by the District. Relocate the upstream stilling well intake as shown on the drawings. Replace the pipe intake strainer caps and flush lines again after installation

44. Fence Post Bases – Service Bridge Downstream

Replace the east side service bridge post bases as detailed on the drawings.

45. Fence Post Bases – Control House

Replace the control house post bases as detailed on the drawings.

46. Aluminum Fence – Operation Platform

Supply and install the operations platform aluminum fence as detailed on the drawings. Utilize the existing fence post bases. Provide all necessary hardware.

47. Aluminum Fence – Service Bridge

Supply and install the service bridge aluminum fence as detailed on the drawings. Utilize the existing fence post bases on the west side service bridge fence and provide new post bases on the east side service bridge fence. Provide all hardware necessary to attach the fences to the walls and at corners with handrails.

48. Aluminum Fence – Control House

Supply and install control house aluminum fence as detailed on the drawings. Provide new fence post bases and all necessary hardware.

49. Aluminum Handrail

Supply and install new aluminum handrails as detailed on the drawings.

50. Light Pole

Relocate existing light pole and underground conduit to top of slope.

51. Warning Signs

Supply and install the warning signs and backboards to the safety barrier piles as detailed on the drawings. Attach with stainless steel fasteners.

52. Warning Sign Solar Lights

Supply and install solar lights with stainless steel mounting hardware at the upstream and downstream warning signs.

53. Solar Marine Beacon Lights

Supply and install solar beacons with stainless steel mounting hardware atop the upstream and downstream warning signs and the upstream and downstream staff gauge piles.

54. Gate Rehabilitation

Disconnect power, remove hoists, and stage in a safe area to prevent any damage. Remove roller gates and rails, power wash, clean, and prepare all surfaces, repaint, install anodes, and replace bearings, neoprene seals and bolts as specified on the drawings. Reinstall rails and gates. Reinstall hoists and reconnect power. Perform dry and wet tests of gates after installation. Contractor shall perform an inspection with District staff prior to initiating any repairs.

55. Gate Collars (If Required)

Inspect and replace gate collars during gate rehabilitation if required/directed by the District.

56. Wheels – Banding (If Required)

Inspect and band wheels during gate rehabilitation if required/directed by the District.

57. Axles (If Required)

Inspect and replace axles during gate rehabilitation if required/directed by the District.

58. Rails (If Required)

Inspect and replace rails during gate rehabilitation if required/directed by the District.

59. Rail Clips and Washers (If Required)

Inspect and replace rail clips, bolts, nuts, and washers during gate rehabilitation if required/directed by the District.

60. Shims (If Required)

Inspect and replace shims during gate rehabilitation if required/directed by the District.

61. Abandon Observation Wells

After removal of cofferdams and substantial completion of all structural repair work, Contractor shall abandon and seal each well and cut each stand flush with the concrete pad.

62. As-built Survey

The Contractor shall maintain a complete set of contract documents including drawings and specifications at the job site clearly marked to reflect all as-built conditions. Upon completion of the project, the Contractor shall submit these annotated drawings and specifications to the District. Contractor shall also submit an as-built site survey signed and sealed by a Florida licensed Professional Land Surveyor. The as-built site survey shall detail any areas with earthwork, grading, riprap and/or bedding stone, new staff gauges, stilling well lines, and boat barrier piles. An electronic (dwg or pdf) file and two hard copies are required.

63. Site Cleanup and Demobilization

Demobilize, clean site, and remove all erosion control measures. Restore final grading to original condition including grass. All erodible ground areas and slopes disturbed during construction shall be revegetated with sod, wetland species, or District approved alternate methods within 72 hours after completion of the construction activity. Contractor shall assume all responsibility for repairs to the utilities and other site improvements damaged during construction. Additionally, the Work will be considered complete only after all rubbish and unused material due to or connected with the Work has been removed and the premises left in a condition satisfactory to the District. All property disturbed or damaged during prosecution of the Work shall be restored to its former condition or better at no additional expense to the District. Final payment will be withheld until such cleanup is completed and approved by the District.

64. Daily Overflow Impact Fee

This item represents the maximum daily fee that Contractor will be allowed to charge the District (on a daily basis), in the event that water levels overtop the cofferdam. All costs associated with repair to any existing work affected by the cofferdam overflow, as well as work-related delays, must be included in this daily amount. All amounts under the "Daily Overflow Impact Fee" will be authorized in writing by the District's Project Manager through issuance of a District Supplemental Instruction (DSI) form. Contractor is not entitled to receive any unspent or remaining funds in the Daily Overflow Impact Fee item. Contractor shall receive zero funds under this item if the temporary cofferdam, dewatering, and bypass systems are not constructed and operated per the

drawings and Statement of Work. The number of days included in the cost schedule is an estimate and will be adjusted according to the actual number of days of overflow incurred.

65. Supplemental Work Allowance

The Total Compensation amount includes a Supplemental Work Allowance (SWA) with a cap of \$240,000 to cover activities not included in the construction drawings or Statement of Work, including changes to the quantities, unforeseen site conditions, or changes to the work. SWA funds can only be released to the Contractor through issuance of a written and fully executed SWA form.

V. TIMEFRAMES & DELIVERABLES

1. Contractor shall begin work within 15 days of the Effective Date. The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
2. Contractor shall submit a work plan, safety plan and construction schedule on or before September 29, 2023.
3. S-157 and C-54 must retain their ability to pass high water discharges from the Effective Date through November 15, 2023 or as otherwise instructed by the District in writing.
4. The flow bypass system shall be installed on or before completion of installation of the east or west cofferdam.
5. The boat barriers, rehabilitated roller gates and hoists shall be reinstalled and fully operational, and the cofferdams shall be removed on or before June 1, 2024.
6. All work shall be complete and the site demobilized in accordance with the drawings and Statement of Work before July 30, 2024.

VI. BUDGET

Contractor shall submit monthly itemized invoices based on a percentage of completion for each lump sum item and unit cost for each unit cost item identified in the Cost Schedule. Quantities may vary for those items requiring a “per unit cost” and the total quantities of these items will be determined during construction. The District reserves the right to increase, decrease, or delete any class, item, or part of the Work at the stated unit prices in determining the value of a change order.

Attachments:

- Exhibit 1 - S-157 As-Built Dated August 1970 – Separate cover
- Exhibit 2 - Ardaman & Associates Engineering Evaluation dated May 28, 2013 – Separate cover
- Exhibit 3 - Terracon Geotechnical Engineering Report dated August 2, 2022 – Separate cover
- Exhibit 4 - S-157 Rehabilitation bid drawings dated April 18, 2023 – Separate cover
- Exhibit 5- FDEP General Permit 424043-002 dated April 7, 2023 – Separate cover
- Exhibit 6 - Daily Manatee Log Example – Separate cover

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a(n) project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability. \$500,000 combined single limit.**
- (d) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (e) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (f) **Pollution/Environmental Impairment Liability Coverage**
 - (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
 - (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Gretchen Kelley, Project Manager

CONTRACT NUMBER: 38724

CONTRACT TITLE: S-157 Rehabilitation

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
Gretchen Kelley, District Project Manager

Acknowledged: _____ Date: _____
Amy Lucey, District Senior Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D – SAMPLE FORMS

Contract Number: _____

CONTRACTOR’S AFFIDAVIT

STATE OF FLORIDA
 COUNTY OF _____

Before me the undersigned authority personally appeared _____ who being sworn, deposes and says as follows:

1. I am the _____ (title of affiant), of _____ (name of contractor’s business), which does business in the State of Florida, hereinafter referred to as the “Contractor.”
2. Contractor, pursuant to the contract referenced above, (the “Contract”) with the St. Johns River Water Management District, (the “District”), has furnished or caused to be furnished labor, material, and services for the construction of certain improvements as more particularly set forth in the Contract
3. That all work to be performed under the Contract has been fully completed in accordance with the Contract documents.
4. That all laborers, subcontractors, material suppliers, and materialmen, used directly or indirectly in the prosecution of the work covered under this Contract, have been paid in full by the Contractor in accordance with section 218.735, Florida Statutes.
5. All taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax), as amended, have been paid and discharged.
6. That there are no suits pending against the Contractor or anyone in connection with the work done and materials furnished or otherwise under this Contract.
7. Contractor has provided the District with all releases of labor and material cost liens arising from Contractor’s performance of the work covered by this Contract, including Contractor and any subcontractor(s), and that the releases and receipts include all labor and material cost for which a lien could be filed.
8. This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the District under Florida law, Contractor expressly agrees to indemnify, defend and hold harmless, release, and forever discharge the District from any and all liabilities, damages, losses, and cost, including reasonable attorney’s fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through Contractor in connection with the work performed under the Contract.
9. Contractor makes this Affidavit for the express purpose of inducing the District to make final disbursement and payment to Contractor.

CONTRACTOR

 Signature

 Date

 Print Name, Contractor Title

Subscribed and sworn to before me by means of physical presence or online notarization this _____ day of _____, _____

 Notary Public Signature
 My Commission expires: _____

CONSENT OF SURETY TO COMPANY TO FINAL PAYMENT

PROJECT: S-157 REHABILITATION
BID NUMBER: IFB 38724
TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CONTRACT FOR: S-157 REHABILITATION

CONTRACT DATE: _____

CONTRACTOR: _____

We, the _____, duly authorized to do
(type or print name of Surety)

Business under the laws of Florida, having heretofore executed a performance and payment bond for the Contractor covering the contract described above, hereby consent to the St. Johns River Water Management District (District) making full payment of the final payment, including the retained percentage, to the Contractor.

It is fully understood that consenting to the District making the final payment to the Contractor and/or its assignee shall not relieve this surety company of any of its obligations under its bond.

IN WITNESSWHEREOF, the _____, has caused
(type or print name of Surety)

this instrument to be executed by its President, Chief Executive Officer, or duly authorized Attorney-In-Fact and its corporate seal to be hereto affixed, all on this _____ day of _____, _____.

(AFFIX SEAL)
(Not required when Surety Signature is digital)

SURETY COMPANY

BY: _____

Its: _____

State of _____

County of _____

Before me, the undersigned Notary Public, personally appeared _____ to me well known or who has produced _____ as identification as the person described in and who executed the foregoing instrument in the name of _____ and _____ acknowledged that he/she executed said instrument in the name of said surety as its _____ for the purposes therein expressed and that he/she has due and legal authority to execute the same on behalf of said surety.

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization this _____ day of _____, _____.

Notary Public Signature
My Commission expires: _____

ATTACHMENT E — DISTRICT’S SUPPLEMENTAL WORK ALLOWANCE AUTHORIZATION
(sample)

Date:

To: Contractor Project Manager
Contractor
Address
City, State Zip

Project Manager: Gretchen Kelley, Project Manager

Contract Number:

Contract Title: S-157 Rehabilitation project

SWA Amount:

SWA Number:

This form serves as written District approval to release supplemental work allowance funds to address changes to quantities, unforeseen site conditions, or changes to the work, as indicated below.

1. **Modification Description (include amount of SWA funds released):**
2. **Reason for Modification:**
3. **Special Notes:**

The Work shall be carried out in accordance with the Contract Documents without change in the Contract Total Compensation or Contract Term.

The Work is authorized to proceed on the date this SWA Authorization is executed by the District. Commencement of the work authorized herein prior to execution of this SWA Authorization by Contractor constitutes acceptance of all terms and conditions of this SWA Authorization. Payment will not be made until this SWA Authorization has been signed by Contractor.

Approved: _____
District Project Manager

Date: _____

Approved: _____
District Approval (per Administrative Directive 411)

Date: _____

Acknowledged: _____
Amy Lucey, District Sr. Procurement Specialist

Date: _____

Contractor’s acceptance:

Approved: _____
Authorized Representative for Contractor

Date: _____

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

c: Contract file
Financial Services