

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
COASTAL OAKS MITIGATION AREA (COMA) ANNUAL TERRESTRIAL/AQUATIC
HERBICIDE TREATMENT OF INVASIVE EXOTIC SPECIES FY 2023-24
INVITATION FOR BID 39351**

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., January 9, 2024. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s *myfloridamarketplace.com*, Central Bidding at *centralbidding.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, My Florida Marketplace, Central Bidding or the District by contacting Breanna Pierce, Procurement Specialist, at *bpierce@sjrwmd.com* or by calling 386-643-1168. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka FL 32177.

The District is requesting Bid Submittals from firms licensed in the state of Florida to provide herbicide treatment of Florida Exotic Pest Plant Council Category I and II species and other DISTRICT identified nuisance species as documented and identified on the Florida Exotic Pest Plant Council’s 2019 List of Invasive Plant Species (Appendix B). The treatment areas include wetland creation, wetland restoration, wetland enhancement, upland restoration, and preservation areas. Portions of the treatment area may be seasonally flooded and require aquatic access. This solicitation is for one treatment per month, inspection by District staff four to eight days post treatment, and a follow-up treatment at no additional cost if work specifications are not met.

The initial term of the Agreement is 21 months (January 1, 2024 - September 30, 2025). The estimated budget for this project is \$49,750.

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 Breanna Pierce Procurement Specialist, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

INSTRUCTIONS TO RESPONDENTS..... - 3 -

1. **DEFINITIONS**..... - 3 -
2. **CONTRACT ADMINISTRATION**..... - 3 -
3. **WHERE TO SUBMIT BID**..... - 3 -
4. **PREPARATION AND ORGANIZATION OF BID DOCUMENTS**..... - 3 -
5. **OPENING OF BIDS**..... - 4 -
6. **INQUIRIES AND ADDENDA** - 5 -
7. **BUDGET** - 5 -
8. **MINIMUM QUALIFICATIONS AND OTHER REQUIRED DOCUMENTATION** - 5 -
9. **SUBCONTRACTS** - 6 -
10. **SIGNATURE AND CERTIFICATION REQUIREMENTS** - 6 -
11. **DISQUALIFICATION OF RESPONDENTS** - 6 -
12. **REJECTION OF BID** - 7 -
13. **WITHDRAWAL OF BIDS**..... - 7 -
14. **AWARDING THE AGREEMENT** - 7 -
15. **EXECUTION OF AGREEMENT** - 8 -
16. **EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA**..... - 8 -
17. **DIVERSITY**..... - 8 -
18. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEALOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701** - 9 -
19. **FLORIDA SALES TAX**..... - 9 -
20. **PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**..... - 9 -
21. **USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES** - 9 -
22. **NOTICES AND SERVICES THEREOF** - 9 -
23. **PROTEST PROCEDURES**..... - 10 -

BID FORM..... - 11 -

- COST SCHEDULE..... - 12 -
- PROPOSED SUBCONTRACTORS - 13 -
- CERTIFICATE AS TO CORPORATION - 14 -
- AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS - 15 -
- QUALIFICATIONS — GENERAL..... - 16 -
- QUALIFICATIONS — SIMILAR PROJECTS - 17 -
- DRUG-FREE WORKPLACE FORM - 18 -
- NO RESPONSE FORM..... - 19 -
- ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample) - 47 -

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract (the “Agreement”) that is at the end of these instructions.

2. CONTRACT ADMINISTRATION

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

Breanna Pierce, Procurement Specialist
Phone: 386-643-1168
Email: bpierce@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.

3. WHERE TO SUBMIT BID

Respondent must submit its Bid in electronic format (no paper copies) either by:

(1) Uploading to DemandStar at www.demandstar.com OR to Central Bidding at www.centralbidding.com (NOT BOTH); or

(2) Delivering all files on a single pin/thumb/jump drive either by mail or hand-delivery in a sealed envelope labeled as follows:

SEALED BID – DO NOT OPEN
Respondent’s Name:

Invitation for Bid: 39351
Opening Time: 2:00 p.m.
Opening Date: January 9, 2024

Breanna Pierce, Procurement Specialist
St. Johns River Water Management District
Office of Financial Services
4049 Reid Street
Palatka FL 32177

DO NOT SUBMIT YOUR BID BY EMAIL OR MORE THAN ONCE – THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in an electronic format as directed in paragraph 3, above, or the Bid may be deemed non-responsive.

1. Respondent must complete and submit the following forms in PDF format (these forms are in the FORMS section of this document):

- a. Bid Form
 - b. Cost Schedule
 - c. Proposed Subcontractors
 - d. Certificate as to Corporation
 - e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - f. Qualifications (General, Similar Projects, and other required qualification forms)
 - g. Drug-Free Workplace Form (not required unless there is a tie bid)
2. All blank spaces on the bid documents must be typewritten or legibly printed in ink. 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. The file naming conventions for the bid must clearly identify specific information, such as the solicitation number and the respondent’s name (Example: IFB 12345, ABC Company)
 4. **Please do not password protect files included with your Submittal.** 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; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF BID.

5. 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., January 9, 2024
 St. Johns River Water Management District
 District Headquarters
 4049 Reid Street
 Palatka FL 32177

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.

6. 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 to bpierce@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar, Vendor Registry, My Florida Market Place and Central Bidding 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.

7. BUDGET

The estimated budget for the Work is \$49,750. This 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 budget 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 this estimated budget amount. 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.

8. MINIMUM QUALIFICATIONS AND OTHER REQUIRED DOCUMENTATION

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

- a. Respondent must be licensed to do business in the state of Florida. *(Respondent provided documentation must be included with its Bid).*
- b. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two (2) herbicide treatment projects of a similar nature to the SOW, utilizing required equipment (outlined in the SOW) within the last five (5) years. Each project must have had a project value of at least \$2,000. *(Respondent must use form Qualifications – Similar Projects provided under the section "FORMS")*
- c. Contractor must provide a field supervisor with a valid Florida Pesticide Applicators License for Natural Areas and must be onsite during all herbicide applications. *(Respondent provided documentation must be included with its Bid).*
- d. Respondent must have no less than five years of experience on herbicide application projects of the nature specified above. *(Respondent must use form Qualifications – General provided under the section "FORMS")*

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.

9. SUBCONTRACTS

For purposes of this bid, listing of subcontractors is not required.

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. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. 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;
- i. 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 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 solicitation 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 Cost as reflected on the Cost Schedule 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 bidder 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 issuance of the Agreement by the District.

Unless all Bids are rejected, the Successful Respondent must submit the following to the District within 10 days of the Notice of Intended Decision:

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

The District will not issue the Agreement until the above documents have been delivered to the District. The Agreement will not be binding until issued by the District. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been issued to the Successful Respondent.

Failure upon the part of the Successful Respondent to 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.

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 and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

18. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEALOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701

Notice is hereby provided that pursuant to Section 287.05701, Fla. Stat., the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

19. 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.

20. 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.

21. 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.

22. 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*, My Florida Market Place at *myfloridamarketplace.com*, and Central Bidding at *centralbidding.com* (225-810-4814). Onvia DemandStar, Vendor Registry, My Florida Market Place and Central Bidding 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 or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

23. **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 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 with the District Clerk 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.

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.

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

COST SCHEDULE

Include this form in the response.

Bid to be opened at 2:00 p.m., January 9, 2024

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting Bids for Coastal Oaks Mitigation Area (Coma) Annual Terrestrial/Aquatic Herbicide Treatment of Invasive Exotic Species FY 2023-2025 per the specifications attached (Attachment B) subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule.

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

Recommendation of Award: The award will be based on the lowest responsible and responsive respondent that meets all requirements of this solicitation and based on the Total Cost.

**COST SCHEDULE FOR SJ66 COASTAL OAKS
MITIGATION AREA – INDIAN RIVER COUNTY
(39 ACRES)**

| Item Description | Rate |
|-------------------------|-------------|
| Monthly Treatment | \$ |
| Yearly Total | \$ |

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.

Respondent (firm name)

Address

E-mail address

Telephone number

Signature

Date

Typed name and title

PROPOSED SUBCONTRACTORS

Include this form in the response.

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work by providing the information requested below. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

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 by means of [] physical presence or [] online notarization, this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

[] Personally known OR [] Produced identification, Type of Identification Produced: _____

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 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.

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

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response.

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two (2) herbicide treatment projects of a similar nature to the SOW, utilizing required equipment (outlined in the SOW) within the last five (5) years, as described in the INSTRUCTIONS TO RESPONDENTS. Each project must have had a project value of at least \$2,000. (Add additional sheet for optional additional completed projects.) The clients listed on THIS form QUALIFICATIONS - SIMILAR PROJECTS will be utilized as the Respondent's Client References.

Completed Project 1:

Agency/company: _____

Current contact person with agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Project description: _____

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

Name(s) of assigned personnel: _____

Project manager: _____

Other: _____

Completed Project 2:

Agency/company: _____

Current contact person with agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Project description: _____

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

Name(s) of assigned personnel: _____

Project manager: _____

Other: _____

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: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 39351

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 _____

**SAMPLE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ TO/FOR
COASTAL OAKS MITIGATION AREA (COMA) ANNUAL TERRESTRIAL/AQUATIC
HERBICIDE TREATMENT OF INVASIVE EXOTIC SPECIES FY 2023-2025**

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 _____ (“_____”), 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 Contract 39351, Coastal Oaks Mitigation Area (COMA) Annual Terrestrial/Aquatic Herbicide Treatment of Invasive Exotic Species FY 2023-2025 (the “Work”). In accordance with IFB 39351, 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. 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 September 30, 2025, unless extended by mutual written agreement of the parties. The Work shall be completed in accordance with the timeframes in the Statement of Work but no later than the Completion Date.
- (d) **Renewal.** This Agreement may be renewed for one additional 12-month term by the mutual agreement and written consent of each party.

2. 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.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **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, a sum not to exceed \$_____ (the “Total Compensation”). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:

| | |
|---|------------------|
| Fiscal Year: October 1, 2023 – September 30, 2024 | Amount: \$ _____ |
| Fiscal Year: October 1, 2024 – September 30, 2025 | Amount: \$ _____ |

5. **PAYMENT OF INVOICES**

- (a) Contractor shall submit itemized invoices on a monthly basis for the work 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, Finance 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 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 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; (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 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (e) **Travel expenses.** If the cost schedule for this Agreement 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. The District shall pay Contractor 100% of each approved invoice.
- (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 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.
6. **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.
7. **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, 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.
8. **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.
9. **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.
10. **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.

| <u>DISTRICT</u> | <u>CONTRACTOR</u> |
|---|----------------------|
| Ryan Spohn, Project Manager | TBD, Project Manager |
| St. Johns River Water Management District | TBD |
| 7775 Baymeadows Way, Suite 102 | TBD |
| Jacksonville, Florida 32256 | TBD |
| Phone: 904-448-7914 | Phone: TBD |
| Email: rspohn@sjrwmd.com | 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 site manager that is satisfactory to the District. The site manager shall not be changed except with the District's consent, unless the site manager proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The site manager shall represent Contractor in the absence of Contractor's Project Manager. All directions given to the site manager shall be as binding as if given to Contractor. If the District has reason to believe that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, and notified Contractor of such, then that person shall be immediately dismissed from the project and shall not perform any further 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.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
 - 1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
 - 2. **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.

12. 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.

13. 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.

14. 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)

15. 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.

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.

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.

16. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. 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. Contractor shall be allowed a maximum 15 % markup of their subcontractor's work for oversight and management.
- (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.

17. **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.

18. **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.

19. **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.

20. **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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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. 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.

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

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. 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 proceedings is Putnam County or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

28. 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.

29. 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.

30. 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.

31. 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.

32. **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. 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. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

33. **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.

34. **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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONSULTANT'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**

35. **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.

36. REMEDIES FOR NON-PERFORMANCE

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow 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.

37. **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.
38. **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.
39. **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 the Contractor is found to have submitted a false certification; or if the 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.
40. **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.

41. 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.

42. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished 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 A. Register, P.E., Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

- Attachments:
- Attachment A — Statement of Work/Technical Specifications
 - Attachment B — Insurance Requirements
 - Attachment C — District’s Supplemental Instructions (sample)

ATTACHMENT A — STATEMENT OF WORK
COASTAL OAKS MITIGATION AREA (COMA) ANNUAL TERRESTRIAL/AQUATIC HERBICIDE
TREATMENT OF INVASIVE EXOTIC SPECIES FY 2023-2025

I. INTRODUCTION/BACKGROUND:

The FDOT mitigation program of the St. Johns River Water Management District needs to control nuisance upland and aquatic vegetation on one mitigation parcels to be consistent with FDOT mitigation projects. The total treatment area is approximately 39 acres on the Coastal Oaks Mitigation Area (COMA), Figure 1-4. The property is located in Indian River County and require terrestrial and aquatic herbicide control of undesirable vegetation to prevent spreading and endangering native and desirable vegetation.

II. OBJECTIVES:

Treatment will occur in both uplands and wetlands on the mitigation area. The wetland objective is to maintain control of nuisance aquatic vegetation to improve wildlife value, recreation, and water quality. The upland objectives include, controlling vegetation adjacent to wetlands, trail roads, restoring disturbed sites, preparing sites for planting efforts and controlling invasive exotics to prevent them from causing ecological harm.

III. SCOPE:

This Statement of Work is for herbicide treatment of Florida Exotic Pest Plant Council Category I and II species and other DISTRICT identified nuisance species as documented and identified on the Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species (Appendix B). The primary target species are provided in Table I below. More information on these species can be found at the following website: <https://plants.ifas.ufl.edu/plant-directory/>. The treatment areas include wetland creation, wetland restoration, wetland enhancement, upland restoration, and preservation areas. Portions of the treatment area may be seasonally flooded and require aquatic access.

This Statement of Work is for one treatment per month, inspection by District staff four to eight days post treatment, and a follow-up treatment at no additional cost if work specifications are not met.

- The 21-month contract term is from January 1, 2024, through September 30, 2025. The acreages provided are approximate.

Monthly Treatments – Refer to Figures 1 and 2

- SJ66-Coastal Oaks Mitigation Area- Indian River County (39 acres)

Table 1: FLEPPC Category I and II Primary Target Species

| Species Name | Common Name | FLEPPC Category |
|------------------------------------|--|------------------------|
| <i>Imperata cylindrica</i> | Cogon Grass | I |
| <i>Eichhornia crassipes</i> | Water hyacinth | I |
| <i>Pistia stratiotes</i> | Water lettuce | I |
| <i>Sapium sebiferum</i> | Chinese tallow | I |
| <i>Panicum repens</i> | Torpedo grass | I |
| <i>Panicum Maximum</i> | Guinea Grass | I |
| <i>Casuarina sp.</i> | Australian pine | I |
| <i>Lygodium sp</i> | Old World Climbing Fern, Japanese Climbing Fern | I |
| <i>Cupaniopsis anacardioides</i> | Carrotwood | I |
| <i>Ardisia crenata</i> | Coral ardisia | I |
| <i>Lantana camara</i> | Lantana | I |
| <i>Ludwigia peruviana</i> | Peruvian primrose willow | I |
| <i>Alternanthera philoxeroides</i> | Alligator weed | II |
| <i>Ludwigia peruviana</i> | Primrose willow | I |
| <i>Melaleuca spp.</i> | Melaleuca | I |
| <i>Urochloa mutica</i> | Para grass | I |
| <i>Schinus terebinthifolius</i> | Brazilian pepper | I |
| <i>Typha spp.</i> | Cattails | NA – nuisance |
| <i>Landolita punctata</i> | Dotted duckweed | II |
| <i>Macroptilium lathyroides</i> | Phasey Bean | II |

IV. TASK IDENTIFICATION:

1. Herbicide treatment of Florida Exotic Pest Plant Council Category I and II species and other DISTRICT identified nuisance species as documented and identified on the Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species (Appendix B). The primary target species are provided in Table I. Portions of the treatment areas may be seasonally flooded and require aquatic access.
2. This Statement of Work is for one treatment per month for the species listed in Table 1, inspection by District staff four to eight days post treatment, and a follow-up treatment at no additional cost if work specifications are not met.
3. Application shall be performed in such a manner as to protect non-target organisms, the environment, and the public at all times.
4. For emergent vegetation water treatments, consideration shall be taken into employing whatever means necessary to reduce spray drift in accordance with District and Florida Emergency Preparedness Association (FEPA) Herbicide use Guidelines, as written on each individual herbicide product label. Observing District practices regarding dissolved oxygen DO levels, and adequately measuring and recording wind velocities.

Contractor Responsibilities:

- Contractor shall notify the District Project Manager a minimum of one week prior to the contractor beginning the work on the project site(s).
- Contractor is responsible for providing all herbicides necessary to complete the work and a colored dye will be added to the herbicide mix to assist in minimizing non-target damage and to ensure a minimum of 95% treatment coverage.
- Upon the agreement between the District Project Manager and Contractor, work may be suspended due to inclement weather as long as completed by the end of the deadline on the Agreement.
- The District Project Manager and Contractor shall make the determination of how long a break may be necessary until weather is again conducive for successful treatment. Ultimately the Contractor is responsible for successful treatment of target species.
- Contractor will provide applicators that hold a current Florida restricted use pesticide license with the category Aquatics while applying herbicides to an Aquatic site. The supervisor/foreman will monitor application proceedings.
- Contractor will assume full responsibility for systematically treating the areas as directed by the District's Project Manager. Areas not treated or not responding to treatment may be required to be retreated at the Contractor's sole expense after a 14 day follow up review.
- Contractor is responsible for the repair, restoration, or replacement of any native vegetation or property damaged as a result of any activity by the Contractor, at no cost to SJRWMD and to the satisfaction of the District Project Manager. Contractor should be proficient in identifying all vegetation to ensure no native species are negatively affected.
- Contractor shall provide all equipment necessary to successfully complete project.
- Contractor shall record treatment locations via tracklogs tracking application sites and treatment points with the use of GPS and shall submit the data in a shapefile format with progress reports submitted with each Contractor's invoice.
- Contractor shall provide one person (field supervisor) assigned as the main point of contact, at least one for each region, for the duration of the contract to ensure maximized application time and reduced training time.
- Verify, upon completion of the treatments, the data on the daily application records. Copies of these verifications shall be submitted with each Contractor's invoice.
- Adhere to all federal, state, and local regulations governing the application, transportation, storage, use and disposal of products utilized in the performance of this contract. These regulations include, at a minimum, F.I.F.R.A., CFR 1920, OSHA General Industry Standards, and Chapter 487, Florida Statutes.
- Contractor shall be responsible for removing all trash and debris associated with the project from the job site.
- Contractor shall be responsible for ensuring that all gates are closed, and locked, if applicable, upon each entry, exit and at the end of each working day to ensure security on the property.
- Care should be taken by Contractor to ensure parked equipment and vehicles do not block roadways.
- Work area shall be kept clear of rubbish. Discharge of petroleum products or other harmful material shall be prohibited on the planting site and all DISTRICT property. Should any harmful material be discharged, the Districts Project Manager shall be immediately notified. Contractor shall be solely responsible for any and all costs associated with any resulting clean up and remediation.
- Due care shall be exercised against starting and spreading fires during operations by Contractor and/or its employees. Contractor shall be held liable for all damage caused by such fires.

District Responsibilities:

- District will provide maps and gates codes for access.
- District shall provide information regarding target organism, any local knowledge or other restrictions that may be applicable to the specific project location.
- District reserves the right to require the Contractor to replace any operating personnel or equipment used in the performance of this contract if said personnel and/or equipment are in violation of any State or Federal laws or pose a threat to the safety and welfare of District personnel or property, the Contractor's personnel and property, or to the public.
- District will consider other methods of accurately recording the work accomplished, and the District shall make the final determination as to which methods may be used.
- District Project Manager will work closely with the contractor to schedule the timing of the project as suitable weather is forecasted.
- The contractor can submit either monthly or one-time invoices based on the Agreement. Payable to Accounts Payable acctpay@sjrwmd.com.
- Kill rates will be evaluated quarterly and if deemed ineffective alternate treatment methods/herbicides will be negotiated between the District Project Manager and Contractor.
- District Project Manager will evaluate site treatments, if work is found to be unsatisfactory, Contractor will be notified and has 30 days to resolve. If problems are not resolved within 30 days of notification, District Project Manager reserves right to offer remainder of contract to next lowest bidder.

V. EQUIPMENT

Contractor may use small boats, truck-mounted sprayer, backpack sprayer, tractor, UTV'S or ATV'S as deemed necessary to meet the project requirements specified in this scope of work.

VI. TIMEFRAMES

District Project Manager will work closely with the contractor to schedule the timing of the project as suitable weather is forecasted. When a schedule has been determined, contractor can begin Work with the execution of the Agreement.

VII. BUDGET/COST SCHEDULE

Payment(s) to Contractor shall be made upon approval of invoice(s) by District's Project Manager no more than monthly for any month in which work was conducted. The FY 23-24 yearly budget is \$24,875.00 and FY 24-25 yearly budget is \$24,875.00 to treat approximately 39 acres.

VIII. PROJECT MANAGEMENT

St. Johns River Water Management District
Division of Regulatory Services
St. Johns River Water Management District
Jacksonville Service Center
7775 Baymeadows Way, Suite 102, Jacksonville, FL 32256

Ryan Spohn, FDOT Technical Program Manager
(904)-591-8352
rspohn@sjrwmd.com

Sandy Smith, Regulatory Scientist IV
(904) 222-1396
ssmith@sjrwmd.com

Figure 1 - Coastal Oaks Map

Figure 2 - Coastal Oaks Mitigation Area

Appendix A: Florida Exotic Pest Plant Council 2019 List of Invasive Plant Species

Figure 1- Coastal Oaks Map

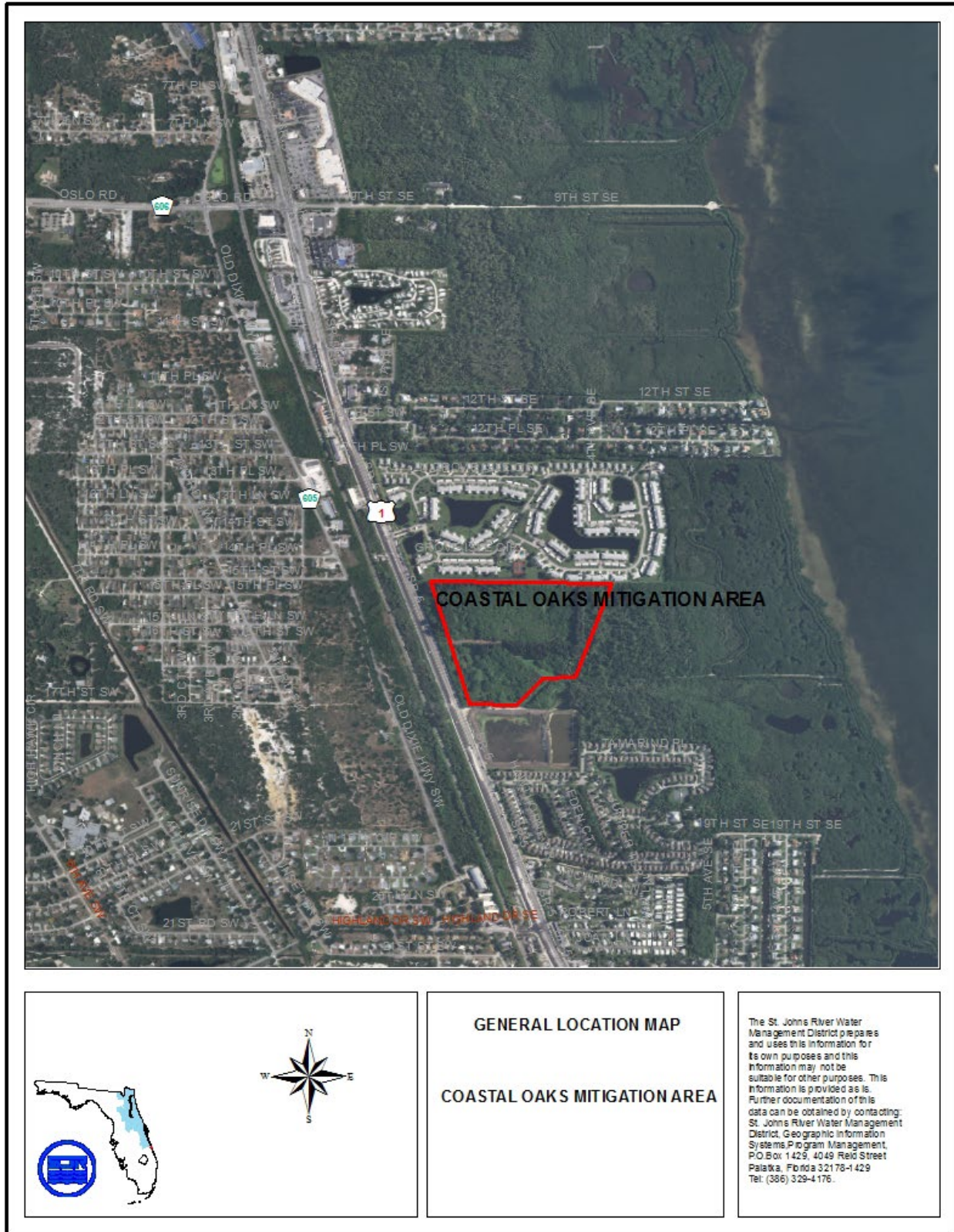


2021 FDOT Mitigation Plan



The St. Johns River Water Management District prepares and uses this Information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.

Figure 2- Coastal Oaks Mitigation Area



Author: Source: I:\kareng 2016\FDOT projects\COA\coastal oaks.mxd, Time: 6/29/2017 9:16:13 AM

Appendix A: Florida Exotic Pest Plant Council 2019 List of Invasive Plant Species



For more information on
invasive exotic plants
including links to related
web pages, visit:
www.fleppcc.org

FLEPPC List Definitions:

Exotic—a species introduced to Florida, purpose-fully or accidentally, from a natural range outside of Florida. **Native**—a species whose natural range includes Florida. **Naturalized exotic**—an exotic that sustains itself outside cultivation (it is still exotic; it has not “become” native). **Invasive exotic**—an exotic that has not only naturalized, but is expanding on its own in Florida native plant communities. **Zone: N = north, C = central, S = south.** Referring to each species’ general distribution in regions of Florida (not its potential range in the state). Please refer to the map below.



Citation example:

FLEPPC, 2019 list of Invasive Plant Species.
Florida Exotic Pest Plant Council. Internet: www.fleppcc.org

The 2019 list was prepared by
the FLEPPC Plant List Committee

- Tony Permas, Co-Chair, 2017-2019, National Park Service, Big Cypress National Preserve, tony_permas@nps.gov
- Dennis Giardina, Co-Chair, 2017-2019, Florida Fish and Wildlife Conservation Commission, dennis.giardina@myfwc.com
- Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, janice.duquesnel@dep.state.fl.us
- Alan Franck, Florida International University, Department of Biological Sciences, af Franck@fiu.edu
- Roger L. Hammer, Retired Naturalist and Author, kaskaz44@comcast.net
- John Kunzer, Florida Fish and Wildlife Conservation Commission, john.kunzer@myfwc.com
- James Lange, Fairchild Tropical Botanic Garden, jlange@fairchildgarden.org
- Kenneth Langeland, Professor Emeritus, University of Florida/IFAS, Agronomy Department, gator6@ufl.edu
- Dean Lueurance, University of Florida/IFAS, Agronomy Department, dmlueurance@ufl.edu
- Chris Lockhart, Habitats Specialists Inc., chris@lockharts.org
- Jean McCallum, Natural Ecosystems, jeann@naples.net
- Gil Nielson, Professor Emeritus, Florida State University/IDigTo, gilmelton@bio.fsu.edu
- Jennifer Posley, Fairchild Tropical Botanic Garden, jposley@fairchildgarden.org
- Jimi L. Saddle, National Park Service, Everglades National Park, jimi_saddle@nps.gov
- Dexter Sowell, Florida State University, FNAI, dsowell@fna.fsu.edu
- Jessica Spencer, US Army Corps of Engineers, jessica.e.spencer@usace.army.mil
- Arthur Stiles, Florida Park Service, arthur.stiles@dep.state.fl.us
- Richard P. Wunderlin, Professor Emeritus, University of South Florida, rwunderl@usf.edu

Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species

The mission of the Florida Exotic Pest Plant Council is to reduce the impacts of invasive plants in Florida through the exchange of scientific, educational, and technical information.

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatic Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and routinely update the list based upon information of newly identified occurrences and changes in distribution over time. Also, to focus attention on:

- The adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- The habitat losses in natural areas from exotic pest plant infestations,
- The impacts on endangered species via habitat loss and alteration,
- The need for pest plant management,
- The socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- Changes in the severity of different pest plant infestations over time,
- Providing information to help managers set priorities for research and control programs.

www.fleppcc.org

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. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (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.** Minimum limits of \$100,000/\$300,000/\$100,000.
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.
- (f) **Watercraft Liability.** \$1,000,000 (each occurrence) for bodily injury and property damage.
- (g) **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.
- (h) **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: Ryan Spohn, Project Manager

CONTRACT NUMBER: 39351

CONTRACT TITLE: Coastal Oaks Mitigation Area (COMA) Annual Terrestrial/Aquatic Herbicide Treatment of Invasive Exotic Species FY 2023-2025

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: _____
Ryan Spohn, District Project Manager

Acknowledged: _____ Date: _____
Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services