



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

April 25, 2022

Interested Firms

Re: Quote Request, 37779 – Hubler Mitigation Area Planting

The St. Johns River Water Management District (District) desires to: purchase and install approx. 3 acres of 1-3-gallon size, approximate 1 -inch caliper trees, 2-5 feet tall Bald Cypress *Taxodium distichum* at The Hubler Mitigation Area (HMA SJ-41) 16.95 acres is located in Lake County; on the north side of CR 44A just west of the intersection of SR 44. the mitigation area proposed to offset unavoidable adverse impacts associated with Florida Department of Transportation (FDOT) project I-4 Orange County to Central Parkway.

Once quotes are received, staff will review each quote and will make a recommendation for award based on the lowest total amount for the entire project, while meeting all requirements specified in this quotation request.

If you are interested in this project, email your quote in PDF format, **after 8:00 a.m. and before 4:00 p.m. on** May 12, 2022. Do not email the quote prior to or after this timeframe. It is preferred that all quotes be submitted as an attachment to an email addressed to Sherrie Ashby at sashby@sjrwmd.com. Receipt will be acknowledged by 4:30 p.m. **Please reference quote number 37779 in subject line on any and all emailed correspondence.**

If you need assistance or have any questions about submitting your quote, please email or call Sherrie Ashby at sashby@sjrwmd.com or 386-643-1950, respectively. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request 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.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

Minimum Qualification:

Respondents must meet the minimum qualifications below and all supporting documentation must be submitted with the response to this quotation request

1. Proof of firm's ability to do business in the state of Florida. (*Respondent-provided documentation must be provided with quote response.*)
2. Respondent must have completed at least two project(s) of a similar nature (refer to the tasks outlined in the Statement of Work) in the past years by the individual, firm, or foreman assigned to the project. (*Documentation must be provided on attached form and must be included with quote response.*) **Responses must include respondent's Certificate as to Corporation and complete the general, similar projects (Exhibit 4).**
3. Recommendation of Award will be based on the lowest qualified and responsive respondent that meets all qualifications of this quote request.

The quotation shall include all costs associated with the services to be provided Purchase and installation of approx. 3 acres of 1-3-gallon size, approximate 1 -inch caliper trees, 2-5 feet tall Bald Cypress Taxodium distichum at The Hubler Mitigation Area, including installation, provisioning, implementation, insurance, and other related costs for the services described in the SOW). Provide a cost breakdown of all costs.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2023). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

1. Opening of Quotes

1. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes 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 quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
2. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote 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 submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
3. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

2. Inquiries and Addenda

1. District staff are not authorized to orally interpret the meaning of the Quote Request package, 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 Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
2. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to sashby@sjrwm.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes 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 quote, as submitted. All addenda become part of the Agreement.

3. Award Procedures

1. 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 Quotes 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.

2. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting 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 quotes.
3. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
4. If two or more quotes 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; or (2) by lot.
5. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
6. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

4. Disqualification of Respondents

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

1. Contacting a District employee or officer other than Alan Weaver, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
2. Submission of more than one quote response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
3. Evidence of collusion among Respondents;
4. Submission of materially false information with the Quote;
5. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
6. Respondent is failing to adequately perform on any existing contract with the District;
7. Respondent has defaulted on a previous contract with the District;
8. 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;
9. 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.

5. Rejection of Quote

1. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered

irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote 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 Quote.

2. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. Notices and Services Thereof

1. 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*. Onvia DemandStar may also be accessed through the District's website 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 that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. 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 deemed received.

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

7. Protest Procedures

1. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
2. 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 Notice of Protest within 72 hours after receipt 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 estimated contract amount.
3. 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. 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.

RESPONSES

The District invites interested parties that meet the minimum qualifications contained herein to submit quotes regarding their products and related service offerings.

Exhibit 1 – Statement of Work/Site Maps

Exhibit 2 – Cost Schedule

Exhibit 3 – Qualifications: Documentation Forms & Similar Project(s)

Exhibit 4 – Insurance Requirements

Exhibit 5 – Sample Agreement

EXHIBIT 1 – STATEMENT OF WORK/SITE MAPS
STATEMENT OF WORK
FOR PLANTING AREA 1 & 2
AT HUBLER MITIGATION AREA SJ41
FY 21/22

I. Location/Introduction

The Hubler Mitigation Area (HMA SJ-41) 16.95 acres is located in Lake County; on the north side of CR 44A just west of the intersection of SR 44. It is located at 28.878703 North/Longitude 81.4900038 West (Figure 1). This tract has been included in the Florida Forever list and lies adjacent to Seminole State Forest which are contiguous to the north and east boundary. The site includes approximately 16.95 acres of wetlands which is managed by the Florida Forest Service. The Hubler Mitigation Area (HMA) is the mitigation area proposed to offset unavoidable adverse impacts associated with Florida Department of Transportation (FDOT) project I-4 Orange County to Central Parkway FM#242592-2. The USACOE permit number associated with this project is SAJ 2010-00525 (IP-AWP) and St. Johns River Water Management permit is 4-117-22434-4. The site was originally planted in 2012 the proposed work is to enhance the on-site wetland with some supplemental tree plantings.

II. Objectives

The overall goal of this project is for the purchase of trees and the installation of the purchased trees within enhanced area at Hubler Mitigation Area (Figure 2). Specifically, it includes Area 1 – 0.50 acres and Area 2-2.5 acres. This should complete the final planting of the areas to meet the success criteria required by the permits. Please review and complete Table 1 in the pages below, which includes a list of the tree species to be provided.

III. Project Description

Contractor shall supply healthy tree plants per the provided species listed in Table 1. Plants are to be 1- 3-gallon size, approximate 1 -inch caliper trees, 2-5 feet tall. They will need to be delivered to the project location staged in identified areas and planted generally following the plantings areas to be field identified with Project Manager. This contract will be awarded to the contractor who can provide and plant the most 1-3-gallon tree species in the specified areas within the specified budget (Hubler Mitigation Planting Area-3.0 a acres).

IV. Tasks

- A. Furnish a schedule providing start and end dates prior to commencement of delivery and planting of tree species specified in Table 1, agreed upon by the Contractor and Project Manager.
- B. All trees shall be planted within 2 weeks of delivery.
- C. Provide all incidental materials and labor necessary for the delivery and planting of healthy trees, without damaging the trees or surrounding areas.
- D. Contractor will begin work after schedule is reviewed and approved by the District Project Manager and notification to proceed has been issued. Work must be completed within 30 days of the approved start date provided by the schedule
- E. Contractor shall provide a 1-year guarantee on the plants and replace any plant species that has greater than 10% mortality

Contractor Responsibilities:

- District Project Manager shall be notified a minimum of one week prior to the Contractor beginning the work on the project site.
- Contractor shall install trees in specified locations, since this area has been planted prior spacing for all canopy species will be based on filling in the open spaces within the 3 acres with the provided trees.
- Contractor may need to use water pellets to ensure planting success.
- Contractor shall install all trees by excavation of appropriate soil material, water pellets if necessary, seating the potted tree so that the potted soil is flush with the ground surface, and back filling the excavated soil material so that the tree roots make good contact with the adjacent soil material.
- All pots shall be returned to the pre-identified staging area(s), neatly stacked, and removed from site upon completion of the project.
- Contractor shall use care to minimize rutting or other alterations within the wetlands.
- Contractor shall ensure that all equipment is clean and free of invasive species seeds and spores prior to entering the property.
- Contractor shall remove all containers, trash, and debris generated during this project from the job site as necessary and repair any grading/elevations if rutting or other alterations occur in wetlands that is beyond normal or expected.
- Contractor shall provide all equipment necessary to successfully complete project. o Contractor will begin work after schedule is reviewed and approved by the District Project Manager and notification to proceed has been issued.
- Contractor shall be responsible for ensuring that all gates are closed, and locked, upon each entry, exit and at the end of each working day to ensure security on the property.
- Contractor should take care 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 sites and all Florida Forest Service property. Should any harmful material be discharged, the District 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.
- Contractor shall repair or replace at their cost any damage to fences, cattle guards, gates, power lines, or other improvements.
- Contractor shall inform crew that this area is open to, and used by, the public. Care will be taken to ensure vehicles are operated at a safe speed while on the property.
- Contractor shall be responsible for complying with all federal, state, and local laws pertaining to project or project activities.

(a)

District Responsibilities:

- District shall be notified a minimum of one week prior to the contractor entering the project site.
- The District will provide gate access and provide the staging area for plants.
- The District's Project Manager will review the planting areas to ensure that plants have been installed appropriately prior to payment for services. Provide the Project Manager with at least 24 hours' notice to inspect completed work.
- If work is found to be unsatisfactory, Contractor will be notified and has 45 days to resolve. If problems are not resolved within 45 days of notification, District Project Manager reserves the right

to offer remainder of contract to next lowest bidder. If this occurs within the end of the District's fiscal year, contractor will have 30 days to resolve any issue

V. Equipment

Contractor may use ATVs, UTVs, or other equipment as deemed necessary to complete the work.

VI. Time Frame and Deliverables

The expiration date of this contract is September 30, 2022. All work and invoices will be submitted prior to September 30, 2022. The Contractor shall invoice the District upon successful completion of the delivery, planting, and approval by the District Project Manager. Based on the type of work only one invoice shall be submitted to Accounts Payable at acctpay@sjrwmd.com.

VII. Contract Budget/Cost Schedule

The contract shall be awarded based on the most trees for the lowest total cost for plants and plant installation. The District has budgeted \$1,200.00 for the plants and installation. If necessary, based on the total number of trees provided the District may omit some planting areas.

Attachments:

Figure 1 – General location of Hubler Mitigation Area

Figure 2 – Wetland Restoration Planting Areas 1 & 2

Exhibit 1: Table 1-Plant list to be completed by contractor

District Project Manager

Sandy Smith

Regulatory Scientist IV, FDOT Mitigation Program

Division of Regulatory Services

St. Johns River Water Management District

Jacksonville Service Center

7775 Baymeadows Way, Suite 102

Jacksonville, FL 32256

Cell: 904-222-1396

Email: ssmith@sjrwmd.com

Exhibit 1

**Table 1. Planting List for Hubler Mitigation Area-contractor to complete
(3.0 acres Area 1 and Area 2)**

Common Name	<i>Scientific Name</i>	Spacing	Size	Cost per Plant Installed	Quantity	Line-Item Total
Bald Cypress	<i>Taxodium distichum</i>	5-10	1-3 gal			
Totals	(not to Exceed 1200.00)					

Figure 1 Location Map

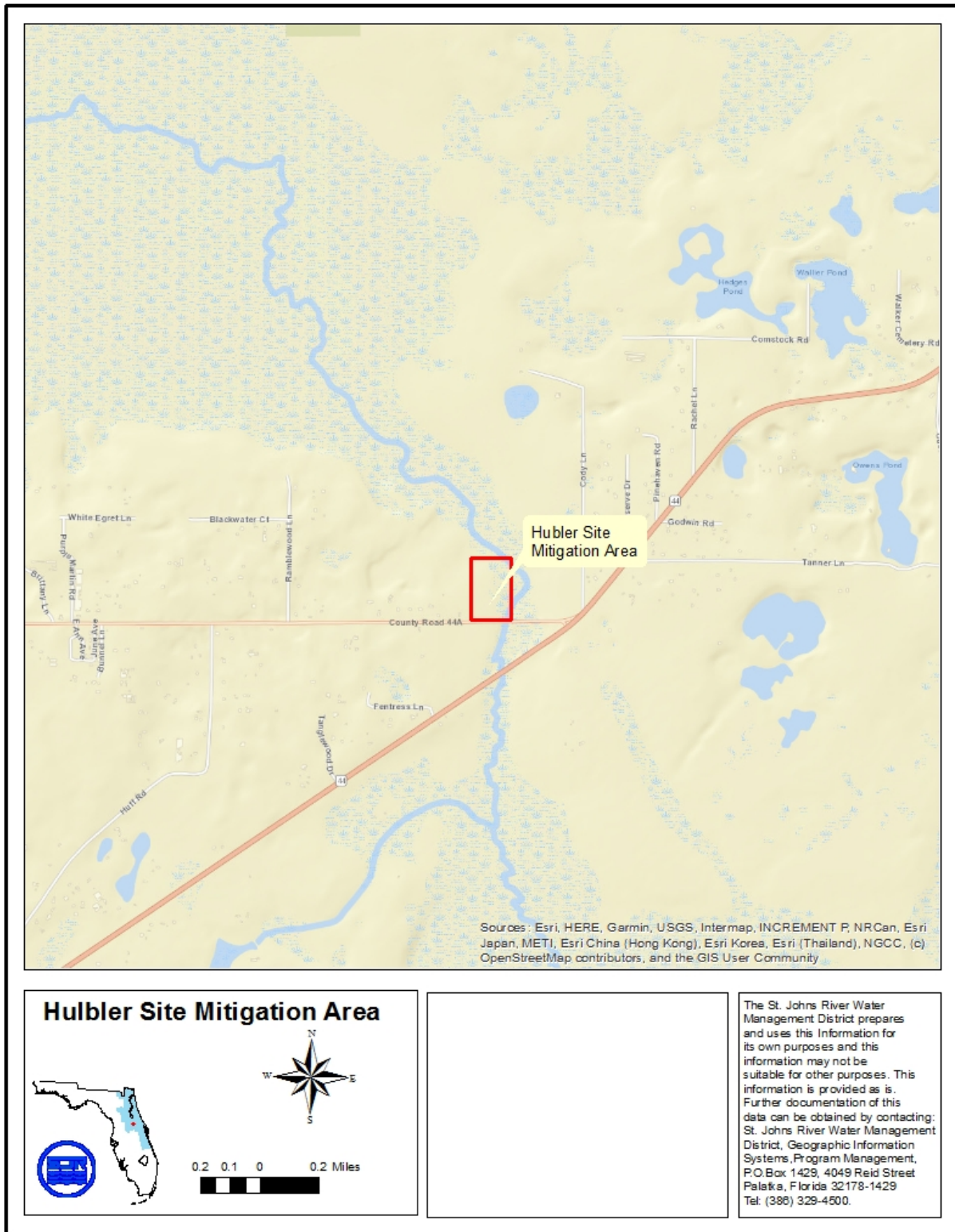


Figure 2: Planting Map Area 1 (0.5 acres) and Area 2 (2.5 acres)

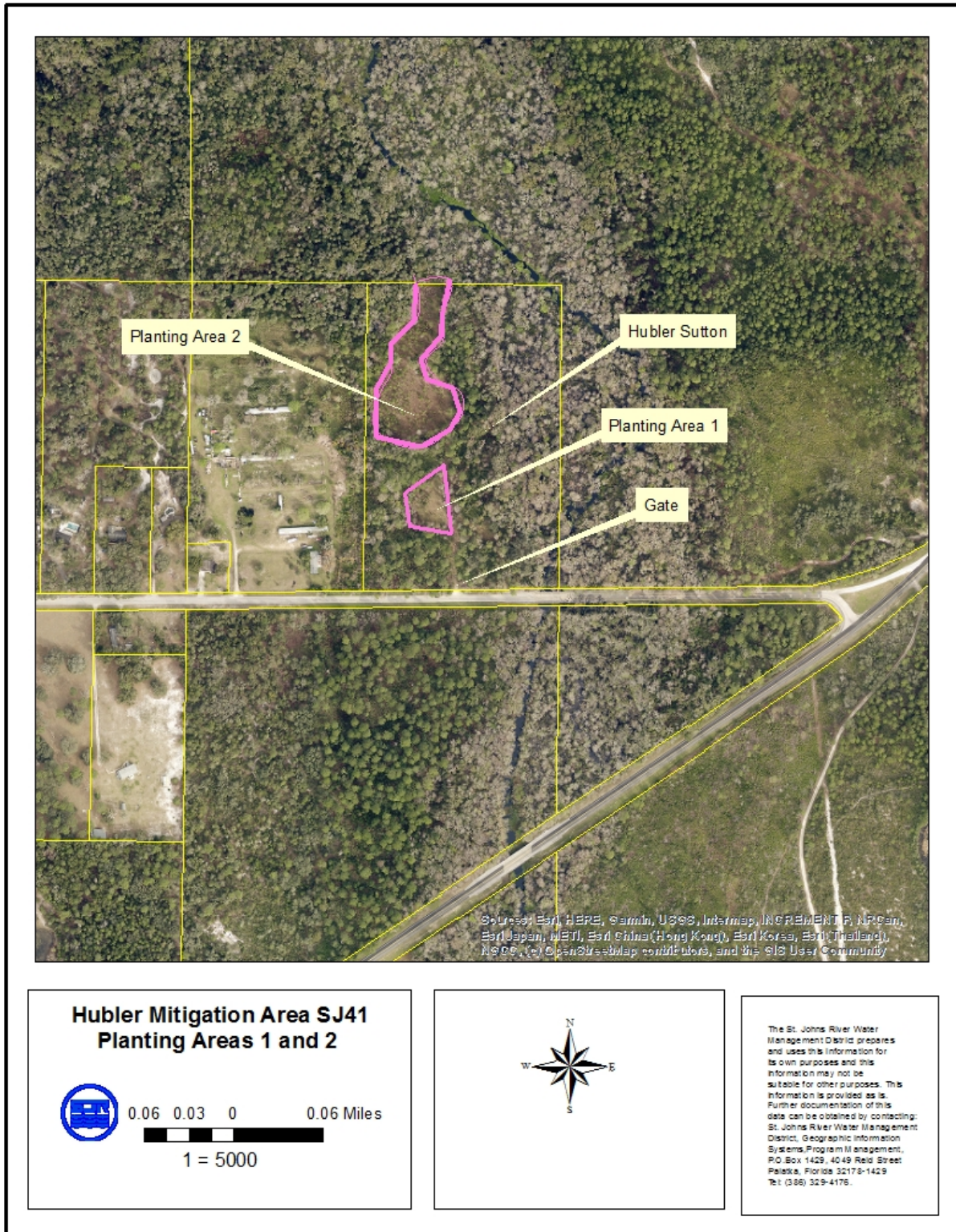


Exhibit 2 – Cost Schedule

DUE BY: NO LATER THAN 4:30 PM, May 12, 2022
PROJECT SPECIFIC – TIME FRAME/DATE CHANGE AS NEEDED

RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON
 THE FIRST PAGE OF THIS REQUEST.

Common Name	<i>Scientific Name</i>	Spacing	Size	Cost per Plant Installed	Quantity	Line-Item Total
Bald Cypress	<i>Taxodium distichum</i>	5-10	1-3 gal			
Totals (not to Exceed 1200.00)						

Total Quote Cost in words: _____

Exhibit 3 – Qualifications: Documentation Forms & Similar Project(s)

I HEREBY ACKNOWLEDGE, as an Authorized Representative for the Respondent, that I have fully read and understand all terms and conditions as set forth in this quotation, and upon award of such quotation, shall fully comply with such terms and conditions.

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

Addendum No.	Date	Addendum No.	Date
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____

RESPONDENT (FIRM NAME)

ADDRESS

SIGNATURE

TYPED NAME & TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

Exhibit 3 - QUALIFICATIONS — GENERAL

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 Quote Request 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: _____

The full names and business or residence addresses of persons or firms interested in the foregoing quote 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.

Exhibit 3 - QUALIFICATIONS — GENERAL
(This form to be included with quote submittal)

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

Name of Respondent: _____

Respondent's tax identification No.: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar work described in quote request of 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 superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR PROJECTS

This form to be included in quote response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two during the years prior to the date set for receipt of quotes. Include only those projects that are comparable to those required by the District (The overall goal of this project is for the purchase of trees and the installation of the purchased trees within enhanced area at Hubler Mitigation Area. Specifically, it includes Area 1 – 0.50 acres and Area 2-2.5 acres. This should complete the final planting of the areas to meet the success criteria required by the permits.). The projects/engagements/deployments must have been in place and operational for at least six months prior to the date set for receipt of quotes.

Completed Project 1:

(add additional pages for more than one project, if requested)

Client/Project Owner: _____

Current contact person with Client/Project Owner: _____

Telephone: _____ Email: _____

Address of Client/Project Owner: _____

Project description: _____

No. of Employees: _____ Start date: _____ Completion date: _____
(min: ____) (month/year) (month/year)

No. of Locations: _____
(min: ____)

Name(s) of assigned personnel:

Project manager: _____

Account manager: _____

Solution engineer: _____

Technical engineer: _____

Rollout engineer: _____

Technical coordinator: _____

Provisioning coordinator: _____

Completed Project 1:
(add additional pages for more than one project, if requested)

Client/Project Owner: _____

Current contact person with Client/Project Owner: _____

Telephone: _____ Email: _____

Address of Client/Project Owner: _____

Project description: _____

No. of Employees: _____ Start date: _____ Completion date: _____
(min: ____) (month/year) (month/year)

No. of Locations: _____
(min: ____)

Name(s) of assigned personnel:

Project manager: _____

Account manager: _____

Solution engineer: _____

Technical engineer: _____

Rollout engineer: _____

Technical coordinator: _____

Provisioning coordinator: _____

Exhibit 4 — INSURANCE

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant'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 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. Consultant 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.

1. **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.
2. **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 an 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 Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
3. **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.

EXHIBIT 5 — SAMPLE AGREEMENT



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

April 2022

Vendor
PM Name
Address
CITY

Re: Contract 37779, Hubler Mitigation Area Planting

Encumbrance: XXXX

This Agreement, including attachments, constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the “District”) and (“Contractor”) under the terms and conditions contained herein. Contractor may commence the services provided for herein (the “Work”) upon execution of this Agreement, unless otherwise provided in the Statement of Work, and providing proof of insurance coverage to the Procurement Specialist by mail, fax, or email, as indicated below. Commencing the Work constitutes acceptance of all of the following terms and conditions.

Contractor shall timely and fully perform the Work subject to the Standard Terms and Conditions, Attachment A, and as set forth in the Statement of Work, Attachment B. Insurance requirements are as provided in Attachment C. Contractor warrants that it has workers’ compensation insurance in not less than the minimum requirements of Florida law. This Agreement, including attachments, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement may be executed in separate counterparts, which shall not affect its validity.

- **Term.** This contract shall be effective upon execution by both parties and shall expire on September 30, 2019, unless renewed or amended by the parties. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- **Funding.** For satisfactory performance of the Work, the District agrees to pay Contractor \$1,200 (the “not to exceed amount”). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:
 - Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.
- **Project Management.** 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; (4) email or, (5) fax. 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 or fax are deemed delivered on the date transmitted and received.

DISTRICT

Sandy Smith, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone:
E-mail:

CONTRACTOR

, Project Manager
Vendor
Address
Palm Bay, Florida 32909
Phone:
E-mail:

- 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.
- **Invoice Submittal.** Contractor shall submit itemized invoices on a delivery basis by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, 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.
- **Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Contractor's name and address (include remit address, if necessary); (4) Contractor's invoice number and date of invoice; (5) District Project Manager; (6) Contractor's Project Manager; (7) supporting documentation as to cost and/or Work completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment 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.
- **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.**
- **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, 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.
- **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses must 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 are paid pursuant to District Administrative Directive 2000-02.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by mail to:

St. Johns River Water Management District
Sherrie Ashby, Procurement Specialist
4049 Reid Street, Palatka, FL 32177-2571
Office: 386-643-1950;
Email: sashby@sjrwmd.com

(Note: If the District has executed this Agreement prior to your signature, you must return a fully executed original agreement to the District no later than ten business days after the date of this letter. Failure to do so may result in the withdrawal of this offer.)

Sincerely,

, Office Director, or Designee
St. Johns River Water Management District

Date: _____

Contractor —

(By signing below, you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) _____

Print Name: _____

Title: _____

Date: _____

Attachments:

- Attachment A — Standard Terms and Conditions
- Attachment B — Statement of Work
- Attachment C — Insurance Requirements
- Attachment D — District Supplemental Instruction Form

ATTACHMENT A — STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. 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.
2. **Assignment.** Contractor shall not sublet or assign the Work or any portion thereof involving more than 25% of the total cost of the Work without the District's prior written consent. District approval of a subcontractor does not create a contractual relationship between any subcontractor and the District. Contractor is responsible for the fulfillment of all work elements included in any subcontract and is fully responsible for the acts and omissions of its subcontractors.
3. **Audit.** 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.
4. **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, or national origin, age, handicap, or marital status.
5. **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.
6. **Disputes**
 - (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 Contractor declines to modify the invoice, Contractor must notify the District in writing within ten days of receipt of notice of rejection that Contractor will not modify the invoice and state the reason(s) therefore. 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 Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.
7. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than

against the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney’s fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

8. **Funding Contingency.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one 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.
9. **Indemnity.** 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.
10. **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, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
11. **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.
12. **Ownership.** All deliverables and all documents, including draft and final reports, original drawings, estimates, programs, manuals, specifications and field notes, developed, secured or used in performing the Work, including Work not accepted by the District, are District property when Contractor has received compensation therefor. All ownership rights belong to the District, including the right to copyright, trademark, and patent the Work. District specifications and copies thereof are District property and shall not be used on other work. Any Work subject to patent or copyright is a “work made for hire” as defined by the patent and copyright laws of the United States.
13. **Payment and Release.** Contractor shall pay all proper charges for labor and materials required to perform the Work. Unless otherwise stated herein, the District shall pay Contractor 100% of each approved invoice. Acceptance of final payment constitutes a release of all claims against the District arising by reason of the Work. The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to the extent necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) Contractor’s failure to make payments when due to subcontractors or suppliers; (3) failure to maintain adequate progress in the Work; or (4) any other

material breach hereof. Amounts withheld shall not be considered due until the ground(s) for withholding payment have been remedied.

14. **Permits and Licenses.** 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.
15. **Pollution Control.** Contractor shall not discharge or permit the discharge of any pollutant as defined in §403.031, Fla. Stat., including fuels, oils, acids, insecticides, herbicides, wastes, toxic or hazardous substances, onto any lands or into any surface or ground waters. 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 pollutant or material that can cause pollution, is dumped or spilled in unauthorized areas, Contractor shall so notify the District within one business day and shall then remove the polluted material and restore the area to its original condition at Contractor's sole expense.
16. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

17. **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:
 1. 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.
 2. 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.

3. 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.
4. Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

District clerk

St. Johns River Water Management District

4049 Reid Street

Palatka, Florida 32177-2571

(386) 329-4127

clerk@sjrwm.com

18. **Safety.** Contractor has the sole duty to ensure the safety of its employees, subcontractors, and the general public. Contractor shall 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 and servants shall allow any hunting, or any weapons, animals, alcohol, or drugs, on District property. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.
19. **Social Security Number Collection and Usage.** The District, as required by law and for the purpose of reporting income, collects the social security numbers of independent contractors who do not provide a Federal Employer Identification Number.
20. **Termination.** The District may terminate this Agreement without cause upon ten days' written notice. In such event Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure. Upon termination, the District may take possession of and finish the Work by whatever means the District deems expedient. Contractor may terminate this Agreement only if the District fails to pay sums when due. In such event, Contractor shall provide the District no less than ten days' prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

ATTACHMENT B — STATEMENT OF WORK
FOR PLANTING AREA 1 & 2
AT HUBLER MITIGATION AREA SJ41
FY 21/22

I. Location/Introduction

The Hubler Mitigation Area (HMA SJ-41) 16.95 acres is located in Lake County; on the north side of CR 44A just west of the intersection of SR 44. It is located at 28.878703 North/Longitude 81.4900038 West (Figure 1). This tract has been included in the Florida Forever list and lies adjacent to Seminole State Forest which are contiguous to the north and east boundary. The site includes approximately 16.95 acres of wetlands which is managed by the Florida Forest Service. The Hubler Mitigation Area (HMA) is the mitigation area proposed to offset unavoidable adverse impacts associated with Florida Department of Transportation (FDOT) project I-4 Orange County to Central Parkway FM#242592-2. The USACOE permit number associated with this project is SAJ 2010-00525 (IP-AWP) and St. Johns River Water Management permit is 4-117-22434-4. The site was originally planted in 2012 the proposed work is to enhance the on-site wetland with some supplemental tree plantings.

II. Objectives

The overall goal of this project is for the purchase of trees and the installation of the purchased trees within enhanced area at Hubler Mitigation Area (Figure 2). Specifically, it includes Area 1 – 0.50 acres and Area 2-2.5 acres. This should complete the final planting of the areas to meet the success criteria required by the permits. Please review and complete Table 1 in the pages below, which includes a list of the tree species to be provided.

III. Project Description

Contractor shall supply healthy tree plants per the provided species listed in Table 1. Plants are to be 1- 3-gallon size, approximate 1 -inch caliper trees, 2-5 feet tall. They will need to be delivered to the project location staged in identified areas and planted generally following the plantings areas to be field identified with Project Manager. This contract will be awarded to the contractor who can provide and plant the most 1-3-gallon tree species in the specified areas within the specified budget (Hubler Mitigation Planting Area-3.0 a acres).

IV. Tasks

Furnish a schedule providing start and end dates prior to commencement of delivery and planting of tree species specified in Table 1, agreed upon by the Contractor and Project Manager. All trees shall be planted within 2 weeks of delivery. Provide all incidental materials and labor necessary for the delivery and planting of healthy trees, without damaging the trees or surrounding areas. Contractor will begin work after schedule is reviewed and approved by the District Project Manager and notification to proceed has been issued. Work must be completed within 30 days of the approved start date provided by the scheduled Contractor shall provide a 1-year guarantee on the plants and replace any plant species that has greater than 10% mortality

Contractor Responsibilities:

- District Project Manager shall be notified a minimum of one week prior to the Contractor beginning the work on the project site.

- Contractor shall install trees in specified locations, since this area has been planted prior spacing for all canopy species will be based on filling in the open spaces within the 3 acres with the provided trees.
- Contractor may need to use water pellets to ensure planting success.
- Contractor shall install all trees by excavation of appropriate soil material, water pellets if necessary, seating the potted tree so that the potted soil is flush with the ground surface, and back filling the excavated soil material so that the tree roots make good contact with the adjacent soil material.
- All pots shall be returned to the pre-identified staging area(s), neatly stacked, and removed from site upon completion of the project.
- Contractor shall use care to minimize rutting or other alterations within the wetlands.
- Contractor shall ensure that all equipment is clean and free of invasive species seeds and spores prior to entering the property.
- Contractor shall remove all containers, trash, and debris generated during this project from the job site as necessary and repair any grading/elevations if rutting or other alterations occur in wetlands that is beyond normal or expected.
- Contractor shall provide all equipment necessary to successfully complete project. o Contractor will begin work after schedule is reviewed and approved by the District Project Manager and notification to proceed has been issued.
- Contractor shall be responsible for ensuring that all gates are closed, and locked, upon each entry, exit and at the end of each working day to ensure security on the property.
- Contractor should take care 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 sites and all Florida Forest Service property. Should any harmful material be discharged, the District 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.
- Contractor shall repair or replace at their cost any damage to fences, cattle guards, gates, power lines, or other improvements.
- Contractor shall inform crew that this area is open to, and used by, the public. Care will be taken to ensure vehicles are operated at a safe speed while on the property.
- Contractor shall be responsible for complying with all federal, state, and local laws pertaining to project or project activities.

District Responsibilities:

- District shall be notified a minimum of one week prior to the contractor entering the project site.
- The District will provide gate access and provide the staging area for plants.
- The District's Project Manager will review the planting areas to ensure that plants have been installed appropriately prior to payment for services. Provide the Project Manager with at least 24 hours' notice to inspect completed work.
- If work is found to be unsatisfactory, Contractor will be notified and has 45 days to resolve. If problems are not resolved within 45 days of notification, District Project Manager reserves the right to offer remainder of contract to next lowest bidder. If this occurs within the end of the District's fiscal year, contractor will have 30 days to resolve any issue

V. Equipment

Contractor may use ATVs, UTVs, or other equipment as deemed necessary to complete the work.

VI. Time Frame and Deliverables

The expiration date of this contract is September 30, 2022. All work and invoices will be submitted prior to September 30, 2022. The Contractor shall invoice the District upon successful completion of the delivery, planting, and approval by the District Project Manager. Based on the type of work only one invoice shall be submitted to Accounts Payable at acctpay@sjrwmd.com .

VII. Contract Budget/Cost Schedule

The contract shall be awarded based on the most trees for the lowest total cost for plants and plant installation. The District has budgeted \$1,200.00 for the plants and installation. If necessary, based on the total number of trees provided the District may omit some planting areas.

Attachments:

Figure 1 – General location of Hubler Mitigation Area

Figure 2 – Wetland Restoration Planting Areas 1 & 2

Exhibit 1: Table 1-Plant list to be completed by contractor

District Project Manager

Sandy Smith
Regulatory Scientist IV, FDOT Mitigation Program
Division of Regulatory Services
St. Johns River Water Management District
Jacksonville Service Center
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Cell: 904-222-1396
Email: ssmith@sjrwmd.com

Exhibit 1

**Table 1. Planting List for Hubler Mitigation Area-contractor to complete
(3.0 acres Area 1 and Area 2)**

Common Name	<i>Scientific Name</i>	Spacing	Size	Cost per Plant Installed	Quantity	Line-Item Total
Bald Cypress	<i>Taxodium distichum</i>	5-10	1-3 gal			
Totals	(not to Exceed 1200.00)					

Figure 1
Location
Map

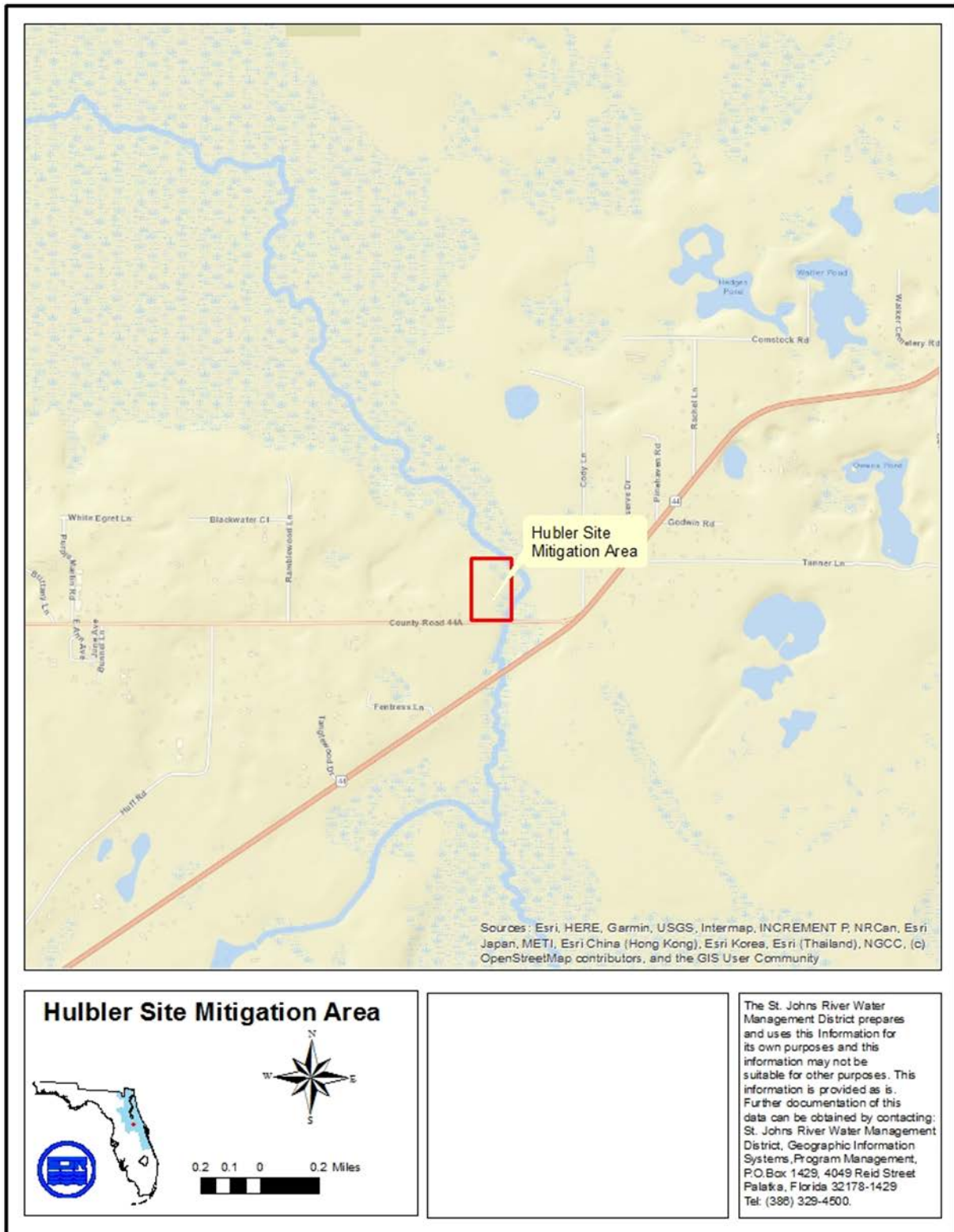
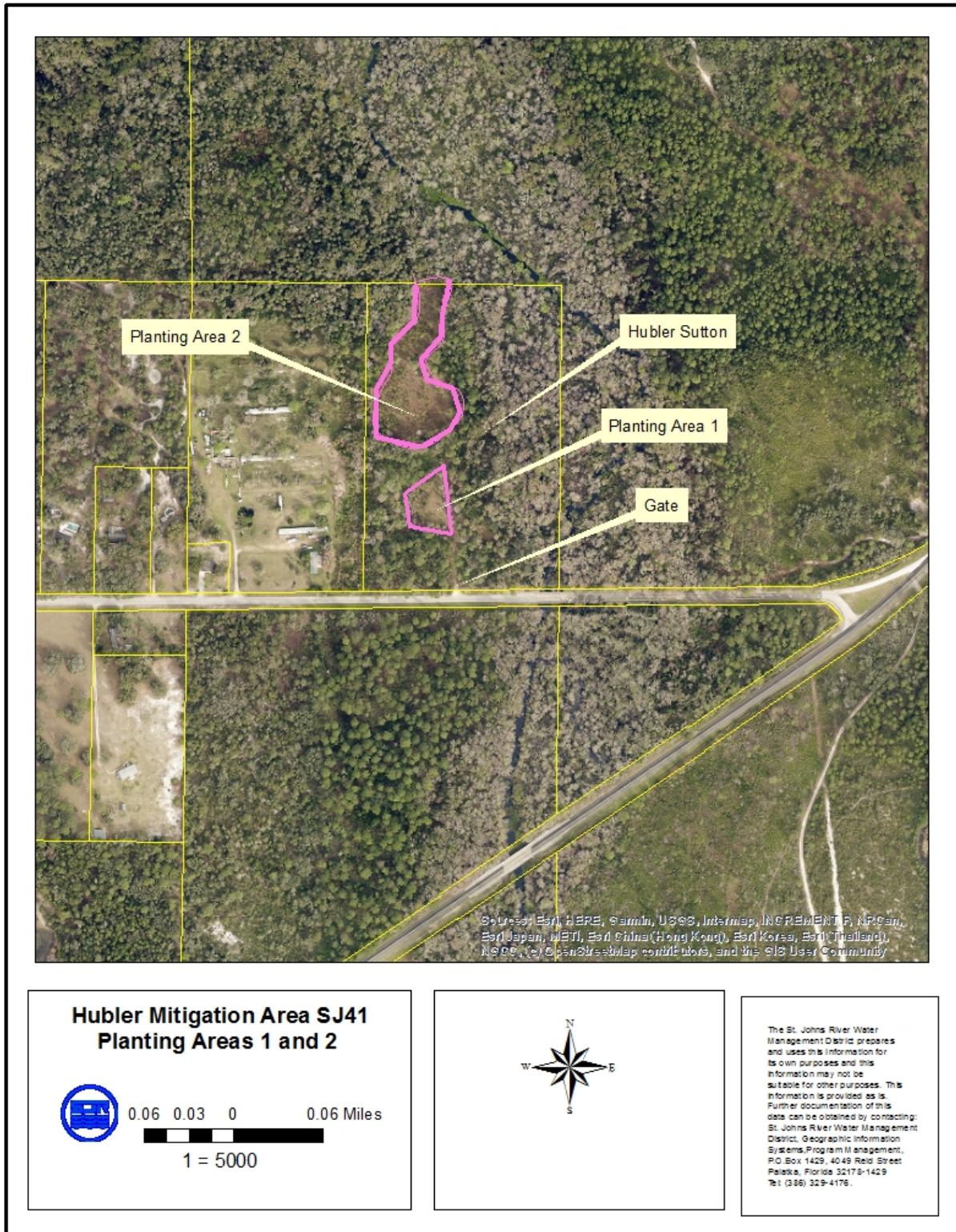


Figure 2: Planting Map Area 1 (0.5 acres) and Area 2 (2.5 acres)



ATTACHMENT C — 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 ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$500,000 for personal injury, bodily injury, and property damage, with an aggregate of \$1,000,000. Coverage shall include: (1) liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of Florida Law.

ATTACHMENT ____ — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

Vendor Pending

FROM:

, Project Manager

CONTRACT NUMBER: 37779

CONTRACT TITLE: Hubler Mitigation Area Planting

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:

- 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: _____
Sandy Smith, District Project Manager

Acknowledged: _____ Date: _____
Sherrie Ashby, District Procurement Specialist

c: Contract file
Financial Services