

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
MECHANICAL VEGETATION SERVICES W/ OPERATOR  
REQUEST FOR QUALIFICATIONS 38578**

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., May 23, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing LaDonna Johnson, Associate Procurement Specialist, at 386-329-4592 or [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com). Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting responses from firms licensed in the state of Florida to provide Mechanical Vegetation Management Services with Operator. Services to be provided include reduction of vegetation for habitat enhancement projects including creation or improvement of fire lines and roads, installing fencing for right of ways (ROW), and to comply with federal standards for vegetation density along flood control levees. Protection and improvement for reforestation and marsh/upland ecosystems management to improve wildlife habitat and/or ecosystems health in general, throughout the 18-county boundary area, is the District core mission. Firms must have experience in Mechanical Vegetation Management Services as outlined in this solicitation.

The District will approve all firms that demonstrate the qualifications necessary to successfully perform the activities as outlined in the Request for Qualifications (RFQ). Each of the qualified firms selected shall execute a contract with the District for a period of 36 months. Award of these contracts does not preclude the firms from responding to any other projects advertised by the District. The estimated budget for this work is \$660,000, the combined total for all Work Orders awarded to all firms for these services. Respondents are cautioned that this amount is an estimated only and poses no limitation on the District.

The pool of qualified firms will have the opportunity to submit quotes for individual projects, which will be awarded through Work Orders. For each new project throughout the life of the contract, the District will provide a Statement of Work (SOW) and a blank Schedule of Costs to each of the qualified firms. Award of the Work Order will be made to the firm with the lowest quote (based on the costs submitted in the firm’s Schedule of Costs) that can perform the work in the required time frame, with the District reserving the right, at its sole discretion, to reject all quotes.

Special accommodations for disabilities may be requested through LaDonna Johnson, Associate Procurement Specialist, at 386-329-4592 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

The District’s Evaluation Committee will meet at District headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, at 9:00 a.m., May 24, 2023, to discuss the evaluations and to determine the qualified firms. After evaluations have been completed and determination of the qualified firms has been made, all respondents will be notified in writing of the staff’s intended recommendation to the Governing Board at the June 13, 2023, meeting. Individual contracts with each qualified firm will be executed following Governing Board approval of the qualified firms and the associated contracts.

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## INSTRUCTIONS TO RESPONDENTS

### 1. CONTRACT ADMINISTRATION

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

LaDonna Johnson, Associate Procurement Specialist  
 Phone: 386-329-4592  
 Email: ljohnson@sjrwmd.com

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

### 2. WHERE TO DELIVER RESPONSE

All Responses must be submitted in a sealed envelope to:

LaDonna Johnson, Associate Procurement Specialist  
 Attn: Office of Financial Services  
 St. Johns River Water Management District  
 4049 Reid St, Palatka, FL 32177-2571

**Respondents must clearly label the Submittal envelope with large bold, and/or colored lettering (place label on outer envelope) as follows:**

SEALED SUBMITTAL — DO NOT OPEN  
 Respondent's Name: \_\_\_\_\_  
 Request for Qualifications: 38578  
 Opening Time: 2:00 p.m.  
 Opening Date: May 23, 2023

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will.

### 3. OPENING OF RESPONSES

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

2:00 p.m., May 23, 2023  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Responses 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 responses, whichever is earlier. This exemption is not waived by the public opening of the responses.

Unless otherwise exempt, Respondent's Submittal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Responses 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.

#### 4. PREPARATION AND ORGANIZATION OF RESPONSES

Respondent must submit its response in "digital" format. Instructions for submitting are provided below.

##### A. Instructions for Submitting Responses in "Digital" Format

1. All blank spaces on the Submittal Form shall be typed or legibly printed in ink.
2. Respondents shall provide and complete the following forms and questionnaires, and include them in their Submittal under the tabs identified below (responses to the forms and questionnaires can be submitted on reproduced copies). Please refer to the detailed requirements referenced in the evaluation criteria:

##### Tab 1: Required Administrative Forms

Respondents must submit the following fully completed documents on reproduced copies of the attached forms provided in FORMS:

- a) Response Form
- b) Certificate as to Corporation Form
- c) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- d) Proposed Subcontractors Form
- e) Drug-Free Workplace Form (not required unless there is a tie)

##### Tab 2: Qualifications and ability of personnel assigned to the Work

No forms are provided for this criterion — however, the Respondent is responsible for providing information to document it and its subcontractors' past and present experience

- a) Firm must be licensed for doing business in the state of Florida prior to date set for Request for Qualifications Submittal
- b) Provide names, experience, and functions of key personnel to be assigned to this project

##### Tab 3: Mechanical Vegetation Experience

Provide names of at least three (3) Mechanical Vegetation projects utilizing required equipment (identified in the Statement of Work and completed within the last three (3) years each with an estimated budget cost of at least \$10,000 with a combined total of all three similar completed projects being at least \$35,000 using form Qualifications – Similar Projects

- a) A minimum of two (2) Client references (one must be from the similar projects submitted) using form Qualifications – Client References
- b) Respondent must have experience in Mechanical Vegetation Services similar to the Statement of Work.
- c) Qualifications (General, Similar Projects, Equipment Operators, Client References, and other required qualification forms as indicated at the top of each page)

Tab 4: Equipment

Provide documentation that firm either owns or has access to equipment required for performance of work specified in the Statement of Work. Inventory of equipment is subject to District's verification and inspection. At a minimum, the firm shall own or have access to the following equipment:

- a) Respondents must be able to provide all equipment, fuel, and transportation necessary to complete the job as specified in the Statement of Work
  - b) Respondents must have the ability to track locations via GPS for each machine on site as determined necessary by the Project Manager
3. Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.
  4. All of the forms and questionnaires are available upon request in Microsoft Word to aid the Respondent in providing its Response in electronic format.
  5. The file-naming conventions for the Response shall include:
    - a) Response: RFQ #\_Respondent's Name Due Date
      - Example: RFQ 1234\_ABC Company 3-28-23
  6. The Response must include a separator page between each "Tabbed" section:
    - Example: Tab 1 – Required Administrative Forms
  7. All electronically submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 2 for sealed responses.

In the event you decline to submit a Response, 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 Response.

**5. INQUIRIES AND ADDENDA**

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Qualifications documents, but the Respondent is ultimately responsible for submitting the Response 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 Submittals in order to be considered. Requests may be submitted by email at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Responses.

Submission of a response constitutes acknowledgment of receipt of all addenda. Responses 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 Response, as submitted. All addenda become part of the Agreement.

**6. BUDGET**

The estimate budget for the period beginning June 15, 2023, through June 14, 2026, is \$660,000.

The above amount is an estimate only and does not limit the District in awarding the Agreement(s). 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(s). In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

## 7. MINIMUM QUALIFICATIONS

Failure to include this information with the Submittal may be considered non-responsive.

- a) Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three projects of a similar nature, utilizing required equipment (identified in the statement of work) within the last three years.
- b) Each similar project must have had a project value of at least \$10,000 with a combined total of all similar completed projects being at least \$35,000.
- c) Respondent must have no less than three years of experience on projects similar to those described in the SOW.
- d) Each of Respondents' equipment operator(s) must have no less than three years of experience on projects similar to those described in the SOW.
- e) Respondent's equipment operator(s) shall each, within the past three years, have successfully completed at least two projects (for the Respondent or another contractor) of a similar nature (as in Statement of Work) using equipment equivalent to that specified in the Statement of Work.
- f) Respondent must provide a minimum of two references. At least one of the client references must be from the similar projects listed. Not more than one (1) reference shall be from the District. If a District project is cited, do not request a letter from District staff. The Evaluation Committee will use the project's closeout documents in lieu of a letter of reference and may consult with the District project manager. =

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 Response 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.

## 8. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Work on the attached "Proposed Subcontractors" form. Respondent must submit with its Response a list of all known subcontractors who will participate in more than ten percent of the Work. Acceptance of the Response does not constitute approval of the subcontractors identified with the bid.

## 9. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Response must sign his/her name therein and state his/her address and the name and address of every other person interested in the Response as principal. If a firm or partnership submits the Response, state the name and address of each member of the firm or partnership. If a corporation submits the Response, an authorized officer or agent must sign the Response, 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 Response or in substantial performance of the Work have been identified in the Response forms.

#### 10. **DISQUALIFICATION OF RESPONDENTS**

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

- 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 Submittal 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 Submittal;
- 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.

#### 11. **REJECTION OF RESPONSES**

Responses must be delivered to the specified location and received before the Responses opening in order to be considered. Untimely Submittals will be returned to the Respondent unopened. Responses 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 Response 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 Response.

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

#### 12. **WITHDRAWAL OF RESPONSES**

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

#### 13. **EVALUATION AND AWARD PROCEDURES**

- a. Responses will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The committee members will meet at District headquarters or other location



as appropriate to discuss the submittals and their individual evaluations. Each committee member completes an evaluation form, from which the list of qualified Respondents is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters or other location as appropriate.

- 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 responses 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 Responses 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 Responses.
- d. Following the evaluation process, the District will submit the final list of qualified Respondents to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee's final list of qualified Respondents.
- e. The Agreements will be awarded to all Respondents determined by the Evaluation Committee to be qualified (the "Successful Respondents"). The Agreement may be modified based on the District's acceptance of any alternatives listed in this Request for Qualifications that the District deems in its best interest.
- 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 protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

## 14. EVALUATION CRITERIA

	Criteria	Meets Requirements Y/N
1	<p><u>Tab 1: Required Administrative Forms</u></p> <p>Respondent must submit the following fully completed documents</p> <ul style="list-style-type: none"> <li>a) Response Form</li> <li>b) Certificate as to Corporation Form</li> <li>c) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications</li> <li>d) Proposed Subcontractors Form</li> <li>e) Drug-Free Workplace Form</li> </ul>	
2	<p><u>Tab 2: Qualifications and ability of personnel assigned to the Work</u></p> <p>No forms are provided for this criterion — however, the Respondent is responsible for providing information to document its and its subcontractors' past and present experience</p> <ul style="list-style-type: none"> <li>a) Firm must be licensed for doing business in the state of Florida prior to date set for Request for Qualifications Submittal</li> <li>b) Provide names, experience and functions of key personnel to be assigned to this project</li> </ul>	
3	<p><u>Tab 3: Mechanical Vegetation Experience</u></p> <p>Provide names of at least three (3) Mechanical Vegetation projects utilizing required equipment (SOW) and completed within the last three (3) years each with an estimated budget cost of at least \$10,000 (\$35,000 combined) using form Qualifications -Similar Projects</p> <ul style="list-style-type: none"> <li>a) A minimum of two (2) Client references (one must be from the similar projects submitted) using form Qualifications – Client Reference</li> <li>b) Respondent must have experience in Mechanical Vegetation Services similar to the Statement of Work</li> <li>c) Qualifications (General, Similar Projects, Equipment Operators, Client References, and other required qualification forms as indicated at the top of each page)</li> </ul>	
4	<p><u>Tab 4: Equipment</u></p> <p>Provide documentation that firm either owns or has access to equipment required for performance of work specified in the Statement of Work. Inventory of equipment is subject to District's verification and inspection. At a minimum, the firm shall own or have access to the following equipment:</p> <ul style="list-style-type: none"> <li>a) Responded must be able to provide all equipment, fuel, and transportation necessary to complete the job as specified in the Statement of Work</li> <li>b) Respondents must have the ability to track locations via GPS for each machine on site as determined necessary by the Project Manager</li> </ul>	

## 15. EXECUTION OF AGREEMENT

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

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

Failure upon the part of a Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

## 16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work for each Work Order 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 Agreement or Work Order 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 any issued Work Order and to complete the Work for the consideration set forth in its Work Order quote. 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. 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 Request for Qualifications is intended to remain tangible personal property and not become part of a public work owned by the District.

**19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

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

**20. NOTICES AND SERVICES THEREOF**

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.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 and Vendor Registry.

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.

**21. 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 the specifications contained in a solicitation, including addenda, must file a written Notice of Protest within 72 hours after its posting.

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

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the Formal Written Protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the 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](http://sjrwmd.com). These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

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

**FORMS**

**RESPONSE 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 submittal 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 submittal or in the Agreement to be entered into; that this submittal is made without connection with any other person, company, or parties making a submittal; and that this submittal 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 submittal 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 submittal is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

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

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

\_\_\_\_\_  
Respondent (firm name) Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature Telephone number

\_\_\_\_\_  
Typed name and title Fax number

PROPOSED SUBCONTRACTORS FORM

Include this form in the Response

Respondent intends to use the following subcontractors on this project (if none, write "None"): \_\_\_\_\_

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: \_\_\_\_\_

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 Request for Qualification 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 responses 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 submittal.

- 2. The attached submittal is genuine. It is not a collusive or sham submittal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached submittal.
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 submittal in connection with the Agreement for which the attached response has been submitted, or to refrain from submitting 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 submittal of any other Respondent, or to fix any overhead, profit, or cost element of the submittal prices or the submittal 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 attached submittal is 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 submittal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the Response

As part of the submittal, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and equipment needed to perform 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 Mechanical Vegetation 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 submittal 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 submittal. This inquiry is intended to encompass the project 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 equipment operator assigned to the work) must have successfully completed at least three (3) Mechanical Vegetation projects, within the last three (3) years, utilizing required equipment, with a minimum project value of \$10,000 (\$35,000 combined) as described in the INSTRUCTIONS TO RESPONDENTS. (Add additional sheet for optional additional completed projects.)

**Completed Project 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Project completed: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year)Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Completed Project 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Project completed: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year)Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project 3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Project completed: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

QUALIFICATIONS — SIMILAR PROJECTS --- EQUIPMENT OPERATOR

Include this form in the response; complete for each Equipment Operator

Provide names of at least two (2) successfully completed Mechanical Vegetation projects of a similar nature to that in the Statement of Work, utilizing required equipment of a similar nature to those described in the Statement of Work within the last three years. Projects may be completed by the equipment operator while employed with Respondent or for another employer.

**Equipment Operator Name:** \_\_\_\_\_

**Completed Project 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
 (month/year) (month/year)

Name(s) of assigned personnel: \_\_\_\_\_

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_  
 \_\_\_\_\_

Check which (if any) applied for this project:

- Using equipment equivalent to the required specifications in Attachment A – Statement of Work

**Completed Project 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Check which (if any) applied for this project:

- Using equipment equivalent to the required specifications in Attachment A – Statement of Work

## QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent shall provide a minimum of two (2) references. No more than one (1) reference shall be from the District. If the District is listed as a reference, the Evaluation Committee will accept the District's closeout documents from an expired contract in lieu of a letter of reference. The Evaluation Committee may also consult with the District's project manager of the expired contract. (For similar projects listed above, simply state "Similar Project No. \_\_\_\_.")

**Client Reference 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**Client Reference 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie

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  
REQUEST FOR QUALIFICATIONS 35878

Your reasons for not responding to this Request for Qualifications 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 submittals. 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

\_\_\_\_\_  
FAX NUMBER

**DRAFT AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR  
MECHANICAL VEGETATION SERVICES WITH OPERATOR**

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

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for Contract 38578, Mechanical Vegetation Services with Operator (the "Work"). In accordance with RFQ 38578, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is June 14, 2026, unless extended by mutual written agreement of the parties. The Completion Date for specific Work Orders shall be the time for completion stated in the Work Order, which shall be agreed upon by both parties.

**2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein and as provided in any issued Work Order. 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 or in a Work Order, 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.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

#### 4. FUNDING OF AGREEMENT

This Agreement is one of multiple contracts awarded to qualified respondents by the District for RFQ 38578, Mechanical Vegetation Services with Operator. The Shared Funding Cap for all awarded contracts is \$525,000 in total for the term of the contracts. The total amounts of all Work Orders issued under all contracts shall not exceed the Shared Funding Cap. For satisfactory performance of the Work as set forth in an issued Work Order, the District agrees to pay Contractor a sum not to exceed the Work Order budget specified in the Work Order.

The amounts expended under all contracts issued for RFQ 38578, Mechanical Vegetation Services with Operator, are subject to the following multi-year funding allocations for each District fiscal year.

<u>FISCAL YEAR</u>	<u>AMOUNT</u>
2023-2024 (June 15, 2023 – September 30, 2023)	\$90,000
2023-2024 (October 1, 2023 – September 30, 2024)	\$190,000
2024-2025 (October 1, 2024 – September 30, 2025)	\$190,000
2025-2026 (October 1, 2025 – June 14, 2026)	\$190,000

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

#### 5. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis for the work (as specified in each Work Order) by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto: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 for work completed 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) **Required Invoice Information.** 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 or Work Order Manager, if applicable; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the other requirements of the applicable 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. Additional supporting documentation is required depending upon the type of Work Order being invoiced, as set forth in **WORK ORDERS**.
- (e) **Travel expenses.** If the Work Order under 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 Work Order, 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 OF LABORERS, SUBCONTRACTORS, MATERIAL SUPPLIERS, AND MATERIALMEN, PURSUANT TO §218.735 FLA. STAT.** If Contractor receives a payment from the District for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, Contractor must remit payment due to those subcontractors and suppliers within 10 days after Contractor's receipt of payment in accordance with section 218.735, Fla. Stat.
7. **PAYMENT AND RELEASE.** For each Work Order, upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment for a Work Order shall constitute a release in full of all Contractor claims against the District arising from the performance of the Work Order, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
8. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, 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 Agreement.
9. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per

Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor’s obligation to provide insurance.

10. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

11. **PROJECT MANAGEMENT PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices submitted via email are deemed delivered on the date transmitted and received.

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Brian Emanuel, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
4049 Reid Street	TBD
Palatka, FL 32177-2571	TBD
Phone: 386-329-4377	Phone: TBD
Email: bemanuel@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. For Work Order-based contracts, the District may designate a “Work Order Manager” on an issued Work Order. The Work Order Manager will serve as the Project Manager and have the same responsibilities as the District’s Project Manager for that Work Order.
- (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 Project Manager that is satisfactory to the District. The Project Manager shall not be changed except with the District’s consent unless the Project Manager proves to be unsatisfactory to Contractor and/or ceases to be in its employ. All directions given to the Project 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 notifies 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 qualified and competent professional staff. Contractor’s employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

## 12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District the project schedule and update/status reports as provided in the applicable 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.
- (b) **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.
- (c) **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 10 percent or more behind schedule, the District may advise Contractor through a written notice that the Work Order and this Agreement are subject to termination for cause if the failure is not cured within the time frame specified in said notice.

## 13. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten calendar 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 calendar days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

## 14. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement or a Work Order except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement or a Work Order, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor 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.

- (b) **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 calendar 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 calendar 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.

## 15. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement, and any Work Order issued under it, 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 Order 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 of the Agreement or a Work Order. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement or a Work Order 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 or Work Order**

- (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 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 or a Work Order under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District’s written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**16. DEFINITIONS**

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

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

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

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

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

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

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

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

**DAY:** All references to “day” shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

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

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



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

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

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

**REQUEST FOR QUALIFICATIONS:** An advertised solicitation for sealed Submittals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of the response, and all contractual terms and conditions.

**RESPONDENT:** Any person who submits a response to a solicitation.

**SHARED CAP:** The total amount of funding approved by the District's Governing Board over the contract term and as may be awarded by contracts and Work Orders amongst all qualified respondents.

**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.

**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.

**WORK ORDER:** The District's written notice authorizing specific Work under the Agreement. A Work Order may be one of three types:

**TYPE 1 WORK ORDER:** a Work Order in which the services are provided on an hourly basis.

**TYPE 2 WORK ORDER:** a Work Order in which a fixed price has, or a schedule of fixed prices have, been agreed upon with the Contractor as to the services to be provided pursuant to the Work Order.

**TYPE 3 WORK ORDER:** A Work Order in which services are provided on an hourly basis subject to a not-to-exceed amount for completion of the Work specified in the Work Order.

## 17. 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.
- (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.

18. **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.
19. **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.
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.
- 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.** 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 a Work Order 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](http://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 proceeding 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, 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.

**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. LIENS.**

For each Work Order, neither final payment nor any part of the retainage shall not become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish

Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.

32. **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.
33. **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 in this Agreement or a Work Order, 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.
34. **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.
35. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.
36. **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 §119.10, Fla. Stat.
  - (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
  - (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

37. **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.

38. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, 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 applicable Work Order's Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the applicable Work Order's Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the applicable Work Order's Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. 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.
39. **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.
40. **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.
41. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION**
- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the District will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The District will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District's Project Manager as to the quantities estimated.
- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the District. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

42. **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.

43. **WORK ORDERS**

- (a) The District reserves the right to award Work Orders based on the firm with the lowest quote (based on the Costs submitted in the Firm’s schedule of Costs) that can perform the work in the required time frame, with the District reserving the right, at its sole discretion, to reject all quotes. The District may, at its sole discretion, request a “not to exceed” cost for any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District’s Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work by Contractor pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (c) **Type of Work Order.** The District will select the Work Order to be used to perform the Work in accordance with the District’s standard operating procedures.
  - (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District.
  - (ii) A Type 2 (fixed price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work.
  - (iii) A Type 3 (time and materials with not-to-exceed amount) Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials (Type 1) Work Order.
- (d) **Additional Provisions Applicable to Type 1 and Type 3 Work Orders**
  - (i) **Additional equipment and services**
    - a. The District may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Schedule of Costs submitted by the Contractor for a Work Order. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
    - b. After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.
    - c. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.



- (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the District. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the District may compare equipment weekly or monthly rental rates on the open market with the rates in the Work Order and require Contractor to rent the equipment on the open market if the cost is lower than the Work Order. The District will reimburse Contractor this rental cost (with allowable percentage markup in the Work Order) plus the hourly rate for operator with fuel, operation, and maintenance.
- (iii) Other Direct Costs
- a. Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, equipment not included in a Work Order Schedule of Costs, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax (“Other Direct Costs”), plus the allowable percentage markup in the Work Order, provided Contractor adheres to the following competitive procedures:
  - b. Cost is equal to or under \$10,000 – three documented quotes – verbal, written, or on line; or a written explanation for not receiving three quotes, which must be submitted to and approved by the District’s Procurement Director.
  - c. Cost is over \$10,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation for not receiving three quotes, which must be submitted to and approved by the District’s Procurement Director.
  - d. Contractor must submit documentation of quotes where cost exceeds \$2,500 with the Contractor’s cost estimate. If a cost exceeds \$15,000, the contractor must also submit a complete bidders list and documentation that the request for quotes was sent to each prospective bidder.
  - e. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the District.
  - f. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Work Order.
- (iv) The District reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
- (i) Type 1 Work Orders: (hourly billing for labor and/or equipment and materials):
    - a. Completed District Daily Summary Sheet (Refer to Statement of Work) for each day invoiced.
    - b. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
    - c. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor’s sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.
    - d. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor’s invoice is from a supplier other than the one providing the

lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Work Order.

- e. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
  - f. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- (ii) Type 2 Work Orders (fixed price):
- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
  - b. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
  - c. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
- (iii) Type 3 Work Orders (time and materials with not-to-exceed amount):
- a. Description and certification of completion of the work as described above for Type 2 Work Orders.
  - b. Completed District Daily Summary Sheet Forms as described above for Type 1 Work Orders.
  - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
  - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.

44. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on 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., unless otherwise stated in the specific Work Order Statement of Work. 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: \_\_\_\_\_  
Mary Ellen Winkler, Assistant Executive Director, or designee

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Attachment A — Statement of Work (applicable to all Work Orders)
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — District’s Work Order Form (sample)
- Attachment E — Final Payment and Non-Payment Affidavit Forms (sample)

**ATTACHMENT A — STATEMENT OF WORK (*applicable to all Work Orders*)**  
**MECHANICAL VEGETATION MANAGEMENT SERVICES WITH OPERATOR**

**I. INTRODUCTION/BACKGROUND**

The District manages more than 425,000 acres of conservation and restoration properties within its 18 counties. Periodically, specialized equipment is required to reduce vegetation for habitat enhancement projects or to create or improve fire lines and roads, or to install fence ROWs. Protection and improvement of natural systems is a District core mission. Management plan goals for all District lands include the restoration, maintenance, and protection of native plant communities, fish and wildlife habitat and their diversity. Prescription burning is one of the most effective tools to maintain many Florida ecological communities. The lack of prescription burning may cause ecological systems to degrade over time to the point where fire alone may not be an effective tool. In order to improve these native plant communities and maintain them as optimal wildlife habitat, mechanical treatment may be necessary to reduce saw palmetto coverage in flatwoods, reduce oak and palmetto height in scrub and reduce live oak and sand pine coverage in sandhills as well as reducing shrub and small tree coverage in marsh systems. It may also be necessary periodically to manage fuels along firelines with mechanical equipment to improve safety and holding capabilities on prescribed burns. The District also manages the flood control systems comprised of levees, canals and water control structures. This same specialized mulching equipment helps manage vegetation in a manner that maintains the integrity of the levees and canals.

**II. OBJECTIVE**

The objective of this project is to efficiently manage vegetation in order to facilitate habitat improvement projects, fire line improvement/installation, fence and road installation, and to comply with federal standards for vegetation density along flood control levees.

**III. SCOPE**

The Contractor will perform vegetation mulching in areas and as instructed by the District's Project Manager upon issuance of a Work Order. Work shall include cutting and mulching vegetation in specified areas, leaving only those trees that have been identified and tagged by the District's Project Manager. The vegetation shall be cut and mulched to approximately ground level and spread evenly in the work area. Projects may consist of the following:

- Mulching of up to a 24" diameter tree (measured at breast-height) and shall mulch material to a size no greater than two inches in diameter and no longer than 12" long as specified in each Work Order Request.
- The equipment used must be capable of working from the road and/or the top of levee travel-way to prevent damage to levee slopes (sod and rip-rap) as specified in each Work Order Request, and must be capable of cutting and mulching vegetation at the toe of the levee approximately 24' horizontally.
- Mulching palmetto, shrubs, and trees (8" DBH or less) as specified in each Work Order Request, to a size no greater than two inches in diameter and no longer than 12" long. All material shall be mulched to ground level or as specified in each Work Order Request.

The vast majority of the District's properties are accessible with a regular vehicle for equipment fueling. However, the Contractor will be required to arrange other means for fueling such as walking equipment to and from staging areas or utilizing an off-road vehicle with a bulk fuel tank for those properties that are not accessible via regular vehicle.

The Contractor will perform vegetation mulching in accordance with the Work Order and meet the required production rates as follows:

- An estimated production rate is based on a ten-hour business day and consists of moderate to heavy density vegetation reduction.
- Moderate density (75-300 trees per acre) is defined as mulching of vegetation less than eight inches in diameter (measured at breast-height) and shall be accomplished at a rate of at least one acre per day. Heavy density (more than 300 trees per acre) is defined as reduction of vegetation greater than eight inches in diameter (measured at breast-height) and shall be accomplished at a rate of at least two-thirds of an acre per day.
- Acreage mowing of saw palmetto, small shrubs and small diameter sandpine (avg. DBH 4") should be accomplished at a rate of 8 acres per day.

**Replacing operators or equipment is not permitted without prior approval from the District's Project Manager. .**

**IV. TASK IDENTIFICATION: As specified in each Work Order request, the Contractor will:**

1. Cut and mulch, to ground level specified vegetation to a size no greater than two inches in diameter and no longer than 12".
2. Perform cutting and/or mulching activities at a rate of at least one acre per day for moderate density, at least two-thirds of an acre per day for heavy density, and 8 acres per day for mulching palmetto and trees less than 4" DBH.
3. Roadway and Fireline Projects: Mow all and mulch all vegetation and trees up to 6" in diameter within a swath 6 feet wide along each side of identified roads and firelines and trim all overhanging limbs to a minimum height of 10".
4. Spread mulched vegetation evenly over the work area.
5. All vegetation listed above within the work area shall be mulch mowed at least once and all mowing passes shall overlap.
6. Mow to the boles of large and/or desirable trees without damaging them.
7. Do not mow grass stage long leaf pine or long leaf pine in any other growth stage unless otherwise specified.

***Contractor Responsibilities include:***

- Contractor shall provide all equipment, fuel and transportation necessary to complete the job. Contractor may only access the property with a reasonable amount of equipment and vehicles necessary to perform the prescribed work, meet specified production rate/workorder timeframe, to fuel/maintain equipment, and for ingress/egress to the work site.
- Contractor shall complete the Tasks identified above and as outlines in each Work Order.
  - Contractor shall repair or replace, at his/her cost, any damage to fences, cattle guards, gates, power lines, or other improvements. Any repairs necessary after the operations are complete shall be the responsibility of the contractor.
  - If route(s) go through gate(s), the Contractor shall close, and lock all gates.
  - Perform joint inspection of completed Work with the District's Project Manager. Verification of Work being performed will be done through on-site observations by the Project Manager.

- Properly maintain all equipment. The District reserves the right to require Contractor to submit copies of equipment maintenance records.
- Contractor shall become familiar with the locations of the white banded, red-cockaded woodpecker cavity trees and not scar any of these trees.
- Contractor shall take due care in avoiding gopher tortoises and their burrows.
- Contractor shall ensure that the Work area is kept clear of rubbish. Discharge of oil, diesel, or hydraulic fluid is prohibited on the project area and all District property. The Project Manager shall be alerted to any such discharge issues. Contractor is responsible to perform all proper clean up measures.
- In the event of equipment failure, the Contractor shall replace the on-site equipment with similar or better equipment within 72 hours of a breakdown.
- Provide the respective Project Manager at least 24 hours' notice to inspect completed Work.
- At the District Project Manager's discretion, Contractor shall provide handheld GPS units for each machine on site to facilitate tracking of Work accomplished.
- For any repairs to equipment that extend 72 hours or longer, the equipment shall be removed from District property and replaced at Contractor's expense. However, if any equipment is to be removed from a work site for 72 hours or longer, Contractor shall contact the District's Project Manager.
- Due care shall be exercised against starting and spreading fires during cutting and mulching operations by Contractor and/or its employees. Contractor shall be held liable for all damage caused by such fires.
- Contractor shall prevent the introduction of non-native vegetation by following the procedures for equipment inspection and cleaning as outlined in the publication: U.S. Department of the Interior, Bureau of Reclamation, Denver, Colorado, Technical Memorandum No. 86-68220-07-05, Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species, May 2010.
- Contractor may not substitute mulching equipment with drum chopping equipment.

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

***District Responsibilities include:***

- District's Project Manager shall determine routes for ingress and egress to the property.
- Describe the nature of the Work that will be accomplished and delineate the Work area via map and/or flagging.
- Provide list of equipment specification required for each Work Order Request.
- Describe any trees that are not to be cut/mulched, marking in field if necessary.
- Coordinate scheduling with the Contractor.
- District's Project Manager may order removal and replacement of any unsatisfactory equipment.

## V. TIMEFRAMES & DELIVERABLES

A work schedule will be provided in each Work Order Request for each project. Work shall begin within 14 days of receipt of a District issued Work Order and be completed within 30 days from the project initiation, unless otherwise stated. The District's Project Manager shall inspect the Contractor's Work on each of the tasks identified above. There are no report requirements.

## VI. BUDGET/PAYMENT SCHEDULE

Contractor compensation will be based on the Contractor's quote to complete the entire project and will not be based on an hourly or per acre basis. Contractor may provide a payment schedule for each Work Order; however the District in its sole discretion shall determine payment schedule of each Work Order. Unless otherwise stipulated in the Work Order, invoicing and payment will be accomplished pursuant to the terms and conditions included in the Agreement.

## VII. EQUIPMENT SPECIFICATIONS

Equipment safety features shall meet all OSHA standards. Equipment shall be of sufficient size, horsepower, and hydraulic flow to operate the /mulching head/brush cutter efficiently. Equipment assemblage used must be able to meet specified productions rates for the project. Example equipment used for District projects include:

- Caterpillar 315 or 316 tracked equipment (80 – 110 HP) with 24-28-foot boom and attached mowers/Brontosaurus EVO 3.0 mulcher head with auxiliary power unit
- Caterpillar 277C with Davco BC604SS brush cutter
- Cat TK 381 TimberKing w/ 48" Fecon Mulching head
- Tigercat M718E Mulcher
- Kershaw cutter
- 7810 John Deere tractor w/ 9 feet Brown's shredder deck
- 6615 John Deere tractor w/ 6 feet Brown's tree cutter TCO-2620C
- Caterpillar 315 or 316 tracked equipment (80 – 110 HP) with 24-28-foot boom and attached mower "slash buster" rotary type or equivalent
- Various drum chopping and/or pasture renovating equipment
- Brontosaurus mulching equipment

A feller-buncher or similar type equipment may be used at the discretion of the District Project Manager to remove certain trees/palms in order to increase productivity rates of approved equipment, and/or improve access to work sites.

### ATTACHMENTS:

Exhibit 1: Contractor Reporting Form

EXHIBIT 1: CONTRACTOR REPORTING FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT Terrestrial Plant Control Report of Operations										
PROPERTY NAME:						WO #:				
CONTRACTOR:						CONTRACT #:				
VEGETATION:						DATE:				
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL HRS	RATE	\$ TOTAL		
CREW TIME:								\$		
								\$		
								\$		
								\$		
								\$		
HERBICIDE/ADJUVANT	GALLONS/POUNDS USED					TOTAL				
ACRES CONTROLLED:										
HERBICIDE DILUENTS & CONCENTRATION (RATE PER ACRE)										
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY					
DAILY ACTIVITIES/WINDSPEED:										
COMMENTS, EXPLANATIONS, ETC.:						SUMMARY OF COSTS				
						CONTRACTUAL SERVICES:		\$		
HERBICIDE AMOUNTS RETURNED (GALLONS/POUNDS):										
SUBMITTED:			APPROVED:			GRAND TOTAL: \$				



## ATTACHMENT B — INSURANCE REQUIREMENTS

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

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

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

CONTRACT NUMBER: 38578

CONTRACT TITLE: Mechanical Vegetation Services with Operator

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: \_\_\_\_\_  
Brian Emanuel District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
LaDonna Johnson, District Associate Procurement Specialist

c: Contract file  
Financial Services

ATTACHMENT D — SAMPLE WORK ORDER

WORK ORDER AUTHORIZATION

Contract number: \_\_\_\_\_ Contract name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Project name: \_\_\_\_\_

Work Order encumbrance number: \_\_\_\_\_

Work Order funding limit: \$ \_\_\_\_\_

To:

Annual funding limit (FY _____)		\$
Prior total	\$	
Current W.O. amount	\$	
Total amt. to date	\$ 0.00	
Balance available		\$ 0.00

From: Brian Emanuel, Project Manager

Type of Work Order:

- Type 1 (hourly)
- Type 2 (fixed price) \$ \_\_\_\_\_
- Type 3 (not to exceed) \$ \_\_\_\_\_

Work Order Manager (if appropriate):

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Description of Work:** \_\_\_\_\_ All work shall be accomplished in accordance with the attached Statement of Work, Attachment A. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted \_\_\_\_\_ to the Director, Office of Financial Services.

**Special note:** \_\_\_\_\_

**Commencement Date:** Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District on \_\_\_\_\_. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

**Completion Date:** All work pursuant to this Work Order shall be completed by \_\_\_\_\_ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20\_\_\_. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a ten percent penalty if submitted later than October 30, 20\_\_.

\_\_\_\_\_  
 District

\_\_\_\_\_  
 Date

Acceptance of terms and conditions:

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Date

ATTACHMENT E — FINAL PAYMENT AND NON-PAYMENT AFFIDAVIT FORMS

District Contract No.: \_\_\_\_\_

Contractor’s Affidavit – Final Payment

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

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

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Contractor Title

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

\_\_\_\_\_  
Notary Public Signature  
My Commission expires: \_\_\_\_\_

ATTACHMENT E - CONTINUED

District Contract No.: \_\_\_\_\_ District Work Order No.: \_\_\_\_\_ (if applicable)

Contractor’s Affidavit – Non-Final Payment

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

1. He or she is the \_\_\_\_\_ (title of affiant), of \_\_\_\_\_ (name of contractor’s business), which does business in the State of Florida, hereinafter referred to as the “Contractor.”
2. Contractor, pursuant to the contract referenced above, (the “Contract”) with the St. Johns River Water Management District, (the “District”), has furnished or caused to be furnished labor, material, and services for goods and services as more particularly set forth in the Contract/Work Order.
3. That all laborers, subcontractors, and material suppliers, used directly or indirectly in the prosecution of work covered by any previous invoice for payment under this Contract/Work Order, and for which payment has been received from the District, have been paid in full by the Contractor in accordance with section 218.735, Florida Statutes.

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Contractor Title

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

\_\_\_\_\_  
Notary Public Signature

My Commission expires: \_\_\_\_\_