



St. Johns River Water Management District

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

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

October 25, 2019

Interested Firms

Re: Quote Request 35171, Place Sod on L73, Section 2B (Jane Green)

The St. Johns River Water Management District (District) desires to Procure a contractor to place sod on L73, Section 2B after District staff has regraded the slope.

If you are interested in this project, email your quote in PDF format, **after 8:00 a.m. and before 3:00 p.m. on** November 7, 2019. Do not email the quote prior to or after this timeframe. It is preferred that all quotes be submitted as an attachment to an email addressed to Amy Lucey at ALucey@sjrwmd.com. Receipt will be acknowledged by 4:00 p.m. If you do not receive acknowledgement by 4:00, please contact Amy Lucey immediately.

If you need assistance or have any questions about submitting your quote, please email or call Amy Lucey at ALucey@sjrwmd.com or 321-409-2156, respectively. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

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

Minimum Qualifications:

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

1. Proof of firm's ability to do business in the state of Florida. (documentation must be provided with quote response)
2. Respondent must have completed at least one project of a similar nature (refer to the tasks outlined in the Statement of Work) in the past three years by the individual, firm, or project manager assigned to the project. (documentation must be provided on form provided and must be included with quote response)
3. Respondent must have at least one (1) year of experience on projects of the nature specified above. (documentation must be provided on form provided and must be included with quote response)

The District anticipates issuing a purchase order for this work. Staff will review each quote and will make a recommendation for award based on the lowest total cost for the entire project, meeting all requirements specified in this quotation request.

- Exhibit 1 - Statement of Work/Site Maps
- Exhibit 2 - Quote Cost Schedule
- Exhibit 3 - Qualification Forms
- Exhibit 4 - Insurance Requirements
- Exhibit 5 – Purchase Order Terms and Conditions

NOTE: Please check the box provided if you are unable to provide a quotation for this service at this time and return to my attention at alucey@sjrwmd.com.

I am unable to provide a quotation at this time for the following reason(s):

Respondent's Signature

Respondent's Company Name

The quotation shall include all costs associated with the services to be provided (placing sod).

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

1. Opening of Quotes

1. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
2. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

3. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.
4. **Inquiries and Addenda**
 1. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
 2. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
 3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.
4. **Award Procedures**
 1. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
 2. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
 3. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
 4. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
 5. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
 6. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

7. Rejection of Quote

1. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.
2. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

8. Diversity

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its primary 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.

9. Notices and Services Thereof

1. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.
2. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
3. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

10. Protest Procedures

1. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
2. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.

3. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

RESPONSES

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

EXHIBIT 1
STATEMENT OF WORK
SOD FOR L-73, SECTION 2B (JANE GREEN)

INTRODUCTION/BACKGROUND:

The District is regrading several miles of levees adjacent to the Jane Green Detention area off US192 in Brevard County, specifically L-73, Section 2B (see attached site plan) to rectify bank erosion and to correct steep slope concerns. These issues were raised during the USACOE inspection and the District is taking steps to remediate these concerns. The slopes were regraded to 3:1 in 2018, however hydroseeding in many areas did not take and the area needs to be regraded and stabilized. Stabilizing the slopes immediately after they have been regraded is necessary to maintain the overall integrity of the levee system(s). The slopes will be tilled and graded by District staff.

OBJECTIVE:

The District's objective is to place sod one over the regraded area as directed by the District's project manager. The approximate area to be sodded is 150,000 sf. All other disturbed areas will be hydroseeded.

SCOPE OF SERVICES:

Contractor shall provide all materials, labor, and equipment necessary to install and place sod as directed by the District's project manager. Work limits extend from just inside the fence off US192 to past the S161A structure for a total of approximately 3.6 miles. Sod placed in this location shall vary in width from 6-10 feet, except as directed by the District's project manager. The sod type shall be Argentine Bahia sod. All sod shall be pinned with U shaped pins on slopes greater than 3-1 slope. Palletted sod shall be installed in a staggered pattern such that seams do not match in order to minimize erosion potential. Slopes will be prepared (flat) for sod installation prior to installation, the vendor is responsible for repairing ruts caused by his operations before and after placing sod. District staff shall inspect the installation for approval of sod condition and placement the day the sod is placed.

TASK IDENTIFICATION:

Contractor shall complete the various tasks below as defined in each work order.

- Mobilize to site
- Inspect site and verify that site is ready (graded evenly) for sod to be placed.
- Complete scope as defined above
- Maintain a clean and safe work environment.
- Site clean up - remove and dispose of all unsuitable trash materials in area designated by the District.
- Contractor must provide the District Project Manager at least 8-hours notice to inspect each task and perform joint inspection of site and work.
- Demobilization

District Responsibilities shall include:

- Provide oversight during installation to ensure work has been completed correctly.
- Inspect work prior to demobilization
- Watering of slopes after sod has been placed.

TIME FRAMES AND DELIVERABLES

The work is authorized to proceed on the date a Purchase Order is executed by the District. The Work shall be and shall be completed no later than January 31, 2020. The District's Project Manager shall inspect the Contractor's work the day the work is performed. Contractor shall correct any deficiencies identified during the inspection.

BUDGET/COST SCHEDULE

PAYMENT OF INVOICES

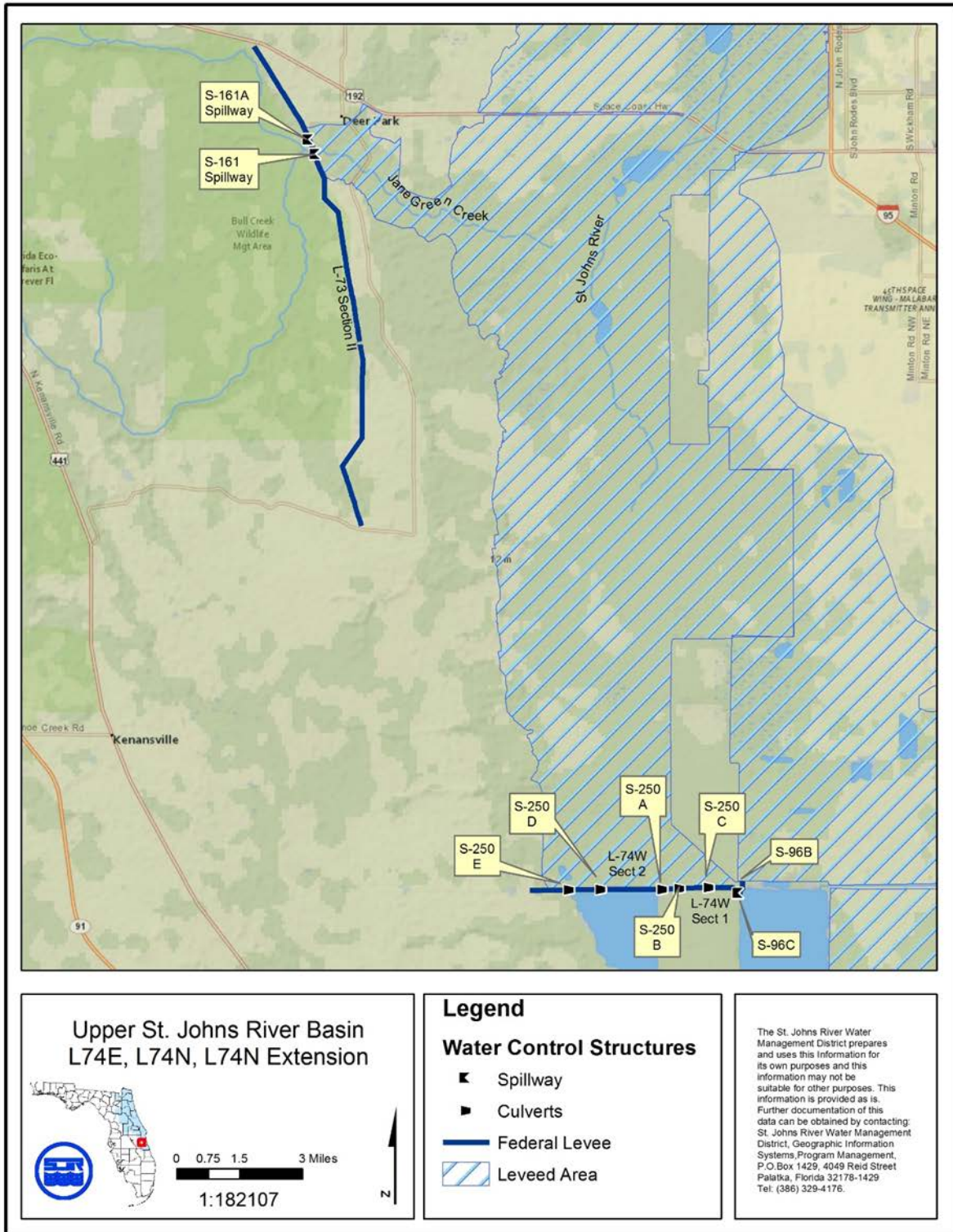
Contractor shall submit monthly itemized invoices based on quantity completed by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require and Contractor shall provide additional supporting information to document invoices.

PROJECT MANAGER:

Charles Overend
Field Supervisor, Bureau of Operations and Maintenance
(321) 984-2110 Office
(321) 863-1128 Cell

Attachment:

Map L73 Section 2B



Path: X:\LandMgmt\GISUsers\Allison\PublicWorks\SWIFMaps\JaneGreenSouth_L73_sec2_L74W_map.mxd

EXHIBIT 2 - QUOTE COST SCHEDULE
(Note: This page must be submitted with response.)

DUE NO LATER THAN 3:00 PM, Thursday, November 7, 2019- RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON THE FIRST PAGE OF THIS REQUEST.

Method of award shall be based on the lowest total cost.

COST SCHEDULE - INSTALL ARGENTINE BAHIA SOD				
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Supply and Install Argentine Bahia sod	150,000	SF	
TOTAL PROJECT COST				

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

RESPONDENT (FIRM NAME)

ADDRESS

SIGNATURE

TYPED NAME & TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

EXHIBIT 3 – QUALIFICATION FORMS

(This form to be included with quote submittal)

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

Name of Respondent:

Respondent's tax identification No.:

Year company was organized/formed:

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

Total number of years Respondent has experience in similar work described in quote request of the Instructions to Respondents: _____

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

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

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

QUALIFICATIONS – SIMILAR PROJECT
(This form to be included with quote submittal)

Respondent must have completed at least one project of a similar nature (refer to the tasks outlined in the Statement of Work) in the past three years by the individual, firm, or project manager assigned to the project. (Documentation must be provided on this form and must be included with quote response.)

Completed Project 1:

Agency/company:

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project:

Description:

Start date: _____ Completion date:

(month/year)

(month/year)

Names of personnel assigned to project:

Project manager: _____

Others: _____

EXHIBIT 4 — INSURANCE

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

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

1. **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
2. **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
3. **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.

EXHIBIT 5 – PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions of this Purchase Order (Order) apply unless expressly superseded by a separate written agreement between the parties. Terms and conditions on the face of this Order supersede the printed terms and conditions below.

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Seller, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (SJRWMD). Neither Seller nor SJRWMD may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by SJRWMD. SJRWMD reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the SJRWMD receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. SJRWMD may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by SJRWMD. Rejected goods will be returned to Seller at Seller's risk and expense. SJRWMD has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Seller at Seller's risk and expense.
7. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of SJRWMD.
8. In the event of a default or breach by the Seller, which results in a cost increase to SJRWMD, SJRWMD may procure articles or services from other sources and charge Seller as liquidated damages any excess costs.
9. All materials, drawings or other items provided by SJRWMD to Seller remain the property of SJRWMD and will be returned to SJRWMD upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of SJRWMD.
10. The items covered by this Order will comply with all federal, state or local laws relative thereto. Seller shall defend all actions or claims brought against SJRWMD, and hold and save SJRWMD harmless from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods
11. SJRWMD is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
12. In accordance with Chapter 442, F.S., Seller will advise SJRWMD if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
13. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
14. Pursuant to chapter 760, F.S., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
16. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof.

Pursuant to section 216.347, F.S., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District (“SJRWMD”) and Contractor under the terms and conditions contained herein when accepted by Contractor, either by signed acknowledgment or by the commencing performance of the services provided for herein (“the Work”). Contractor shall timely and fully perform the Work as set forth in the specifications or Statement of Work, and shall not be sublet or assign the Work, in whole or in part, without SJRWMD’s prior written consent. This Order constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein.
2. **Audit.** Contractor shall allow SJRWMD until the expiration of five years after expenditure of funds under this Order to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Order.
3. **Civil Rights.** Pursuant to chapter 760, Florida Statutes (F.S.), Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
4. **Dispute Resolution.** In the event of any issue, discrepancy, or dispute, Contractor must fully perform the Work in accordance with the District’s written instructions and may claim additional compensation. Contractor must seek clarification and resolution thereof by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District no later than 15 calendar days after the precipitating event. If not resolved by the District’s 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 calendar days. This determination shall constitute final District action, which shall then be subject to judicial review. Contractor must complete the Work in accordance with said determination, which does not waive Contractor’s position regarding the matter in dispute.
5. **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. Should the Work not be funded, in whole or in part, the District shall so notify Contractor and this Agreement shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Contractor shall pay on behalf, hold harmless, release, and forever discharge SJRWMD, its officers and employees, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys’ fees arising from Contractor’s performance of the Work, including Contractor’s partial or sole negligence, action, or inaction, and involving damages to property, personal injury, or loss of life.
7. **Independent contractor.** Contractor is an independent contractor. Neither Contractor nor Contractor’s employees are SJRWMD agents or employees. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compensating Contractor’s employees, including benefits, and for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold SJRWMD harmless from any failure to comply with such laws.
8. **Insurance.** Contractor warrants that it has workers’ compensation insurance in not less than the minimum requirements of Florida law. If an exemption from workers’ compensation coverage is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers’ Compensation, shall be submitted to SJRWMD. Contractor shall secure and maintain such liability insurance as may be required by SJRWMD to protect it from claims for bodily injury, death, or property damage that may arise from performing the Work.
9. **Interest in Contractor’s Business; Non-Lobbying.** Contractor certifies that no District officer, agent, or employee has or will have any direct or indirect material interest, as defined in chapter 112, F.S., in Contractor’s business under this Order. Any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency. (Section 216.347, F.S.)
10. **Ownership.** All deliverables, including Work not accepted by SJRWMD, are SJRWMD property when Contractor has received compensation therefor. All ownership rights belong to SJRWMD, including the right to copyright, trademark, and patent the Work. Work subject to copyright is a “work made for hire” as defined by United States copyright laws. All documents, including draft final reports, original drawings, estimates, programs, manuals, specifications and field notes developed, secured or used in performing the Work are SJRWMD property. Any use by Contractor after completion of the Work of data developed as part of the Work shall be submitted to SJRWMD for prior review and comment. Contractor certifies that the Work does not and will not infringe on any patent rights.
11. **Payment and release.** Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide SJRWMD a final invoice within 15 days of completion. Acceptance of final payment constitutes a release of all claims against SJRWMD arising from the Work. SJRWMD may withhold or, on account of subsequently

discovered evidence, nullify, in whole or in part, any payment when necessary to protect SJRWMD from loss as a result of defective Work not remedied or any other material breach hereof.

12. **Permits and licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed.
13. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
14. **Public records.** SJRWMD reserves the right to unilaterally terminate this Order for Contractor's refusal to allow public access to all documents subject to Chapter 119, F.S., that are made or received by the Contractor in performance of the Work.
15. **Termination.** SJRWMD may terminate this Order, or any part thereof, without cause, upon 10 days written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Order to the effective date of termination. Alternatively, SJRWMD may terminate this Order for cause on 10 days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, SJRWMD may take possession of and finish the Work by whatever method(s) SJRWMD deems expedient.
16. **Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Order is subject to the laws of Florida. In the event of any legal proceedings related to this Order, venue shall be in Duval County if the Work is performed in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties; or in Orange County if the Work is performed in Brevard, Flagler, Indian River Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties. If the Work is performed in multiple counties such that venue may lie in Duval and Orange counties, venue shall lie in Duval county. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.

Last updated: 8-25-15