

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CONSTRUCTION OF SECURED VISITOR ENTRANCE, SECURITY OPERATION CENTER
AND BUILDING ENHANCEMENTS
INVITATION FOR BIDS 41277**

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., August 6, 2025. Further information is available through DemandStar at *demandstar.com*, Vendor Registry at *vendorregistry.com*, state of Florida’s MyFloridaMarketPlace at *myfloridamarketplace.com*, and Central Bidding at *centralbidding.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from the above-referenced solicitation advertising portals or the District by contacting LaDonna Johnson, Procurement Specialist, at 386-329-4592 or *ljohnson@sjrwmd.com*. Responses will be opened at the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177

Project Description:

The St. Johns River Water Management District Headquarters (DHQ), located at 4049 Reid St. Palatka, FL, 32177, is searching for a Contractor to improve Building 2 existing foyer by: (1) creating a secured visitor entrance; (2) creating an adjacent Security Operations Center (SOC) designated space; and (3) installing blast mitigation film on DHQ Buildings 1 and 2.

**A Mandatory Pre-Bid Conference (on-site) is scheduled for
July 23, 2025, at 11:00 AM, at:**

**District Headquarters
4049 Reid Street
Palatka FL 32177**

The purpose of the pre-bid conference is to view the project area and to discuss the requirements of this solicitation. Participation is required to be eligible to submit a response to this solicitation.

The estimated budget for the project is \$195,000.

Americans With Disabilities Act (ADA)

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

EXHIBITS, listed below, will be available upon request. A signed District Non-Disclosure Confidentiality Agreement will be required before release.

Exhibit 1: Page E301, Floor Plan – Power & Data, Administration Building Renovations, Smith McCrary Architects, Inc. (05/29/02)

Exhibit 2: Rendering of New Security Operations Center, St. Johns River Water Management District (2025)

RESPONSE CHECKLIST

This Response Checklist is provided for convenience of Respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that the Response is complete, please review the following items to confirm that they have been addressed and are included in the Response. Do **not** return this checklist with your Response.

	Has Respondent met the Bid Opening deadline established in the solicitation?
	Does the electronic file contain all required documentation to meet the requirements stated in the solicitation documents?
	Is Respondent in good standing with the Florida Secretary of State (corporations and partnerships)?
	Has Respondent prepared, organized, completed, signed and notarized (as required) the Bid Response and required forms correctly?
	<p>Tab 1 — Organization and Price Forms</p> <ul style="list-style-type: none"> <input type="checkbox"/> Bid Form <input type="checkbox"/> Cost Schedule <input type="checkbox"/> Proposed Subcontractors <input type="checkbox"/> Certificate as to Entity’s Authority to do Business in Florida <input type="checkbox"/> Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications <input type="checkbox"/> Bid Bond Form (for Bids totaling \$200,000 or more) <input type="checkbox"/> Drug-Free Workplace Form (not required unless there is a tie bid)
	<p>Tab 2 — Minimum Qualifications</p> <p>The following completed forms and documentation must be saved under Tab 2: Minimum Qualifications:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Qualification – General Form <input type="checkbox"/> Qualification – Similar Projects/Client References Form <input type="checkbox"/> Proof of General Contractor’s License <input type="checkbox"/> Proof of Business Registration in Florida

TABLE OF CONTENTS

INSTRUCTIONS TO RESPONDENTS..... - 4 -

1. DEFINITIONS - 4 -

2. CONTRACT ADMINISTRATION..... - 4 -

3. WHERE TO SUBMIT BID - 4 -

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS - 5 -

5. OPENING OF BIDS - 6 -

6. INQUIRIES AND ADDENDA - 6 -

7. BUDGET ESTIMATE..... - 6 -

8. MINIMUM QUALIFICATIONS - 7 -

9. BID GUARANTY - 8 -

10. SUBCONTRACTS - 9 -

11. SIGNATURE AND CERTIFICATION REQUIREMENTS..... - 9 -

12. DISQUALIFICATION OF RESPONDENTS - 9 -

13. REJECTION OF BID - 10 -

14. WITHDRAWAL OF BIDS..... - 10 -

15. AWARDING THE AGREEMENT - 10 -

16. EXECUTION OF AGREEMENT - 11 -

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA - 11 -

18. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL
INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701..... - 12 -

19. FLORIDA SALES TAX..... - 12 -

20. PUBLIC ENTITY CRIMES; DISCRIMINATORY VENDORS..... - 12 -

21. NOTICES AND SERVICES THEREOF - 12 -

22. PROTEST PROCEDURES - 12 -

BID FORM..... - 14 -

 COST SCHEDULE - 15 -

 PROPOSED SUBCONTRACTORS..... - 16 -

 CERTIFICATE AS TO ENTITY’S AUTHORITY TO DO BUSINESS IN FLORIDA..... - 17 -

 AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE
 WITH SPECIFICATIONS - 18 -

 BID BOND FORM..... - 19 -

 DRUG-FREE WORKPLACE FORM..... - 21 -

 QUALIFICATIONS — GENERAL - 22 -

 QUALIFICATIONS — SIMILAR PROJECTS/CLIENT REFERENCES - 23 -

 DISTRICT STANDARD NON-DISCLOSURE CONFIDENTIALITY AGREEMENT - 25 -

 NO RESPONSE FORM - 27 -

DRAFT AGREEMENT - 28 -

 ATTACHMENT A — STATEMENT OF WORK..... - 51 -

 ATTACHMENT B — FINAL RELEASE OF LIEN AND A CONSENT OF SURETY TO FINAL
 PAYMENT (sample forms)..... - 54 -

 ATTACHMENT C — INSURANCE REQUIREMENTS - 56 -

 ATTACHMENT D — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)..... - 57 -

 ATTACHMENT E — COMMON CARRIER OR CONTRACTED CARRIER
 ATTESTATION - 58 -

 ATTACHMENT F — HUMAN TRAFFICKING ATTESTATION..... - 59 -

 ATTACHMENT G — AUTHORIZATION TO STORE CONTRACTOR EQUIPMENT ON DISTRICT
 PROPERTY..... - 60 -

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

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

2. CONTRACT ADMINISTRATION

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

LaDonna Johnson, 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.

3. WHERE TO SUBMIT BID

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

- 1) uploading to Demandstar portal directly at [www.demandstar](http://www.demandstar.com) OR to Central Bidding portal directly at www.centralbidding.com (NOT BOTH); or
- 2) delivering all files on a single pin/thumb/jump drive either by mail or hand-delivery in a sealed envelope labeled as follows:

SEALED BID – DO NOT OPEN
Respondent’s Name: _____
Invitation for Bids: 41277
Opening Time: 2:00 p.m.
Opening Date: August 6, 2025

LaDonna Johnson, Procurement Specialist
St. Johns River Water Management District
4049 Reid Street
Palatka FL 32177

DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

- a. Respondent must submit its Bid in an electronic format as directed in paragraph 3, above, or the Bid may be deemed as non-responsive.
- b. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a bid.
- c. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under above, must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
- d. The file naming conventions for the solicitation must clearly identify specific information, such as the solicitation number and the respondent’s name (Example: IFB 12345, ABC Company).
- e. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.
- f. Respondent must adhere to the following organized structure for their bid package:

TAB 1: ORGANIZATION AND PRICE FORMS

- (1) Bid Form
- (2) Cost Schedule
- (3) Proposed Subcontractors
- (4) Certificate as to Entity’s Authority to do Business in Florida
- (5) Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- (6) Bid Bond (for Bids totaling \$200,000 or more) – **Respondent must use the District’s form.**
- (7) Drug-Free Workplace Form (not required unless there is a tie bid)

TAB 2: MINIMUM QUALIFICATIONS

- (1) Qualification – General Form
- (2) Qualification – Similar Projects/Client References Form
- (3) Proof of General Contractor’s License
- (4) Proof of Business Registration in Florida

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

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

5. OPENING OF BIDS

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

2:00 p.m., August 6, 2025
 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 Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

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

6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests must be submitted by email to ljohnson@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by the solicitation advertising portals identified on Page 1 to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

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

7. BUDGET ESTIMATE

The estimated budget for this project is \$195,000. This amount is an estimate only and does not limit the District in awarding the Agreement.

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

8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (General, Similar Projects/Client References) provided in these documents to document the minimum qualifications listed below and provide these under Tab 2, except as noted below. **Failure to include these forms with the Bid may be considered non-responsive.**

- a. **Similar Projects (*Respondent must use District-provided Qualification – Similar Projects/Client References form; submit under Tab 2*).** Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed three projects of a similar nature:

- (1) All three of the similar projects must include **construction renovation services** in a **commercial building**;
- (2) All three of the similar projects must have been successfully completed **within the three years** immediately preceding the date for receipt of Bids;
- (3) All three of the similar projects must have a value **of at least \$100,000** (price paid to the Bidder for services rendered)
- (4) At least one of the similar projects must include a construction component **that includes a combined bulletproof glass wall and glass door.**

Each of the three projects must be different projects for different clients. No more than one of the projects may be from a completed District project.

The similar projects provided in response to the above minimum qualifications will be used to verify Respondent’s qualifications and past performance record.

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

- b. **Similar Project Experience (*Respondent must use District-provided Qualification – General form; submit under Tab 2*).** Respondent (or a combination of the firm, individual, or project manager assigned to the work) must submit documentation showing that it has no less than three (3) years of experience on projects of the nature specified above.
- c. **Client References** – The clients listed on the QUALIFICATIONS – SIMILAR PROJECTS/CLIENT REFERENCES form will be utilized as the Respondent’s Client References. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff.
- d. **Proposed Subcontractors (*Respondent must use District-provided Proposed Subcontractor Form; submit under Tab 1*).**
- e. **License (*Respondent-provided documentation; submit under Tab 2*).** Respondent must possess a General Contractor’s license, as described in Florida Statutes Chapter 489, that is current and active as of the date of receipt of Bids. If Respondent is doing business as a corporation, partnership,

limited liability company or any business entity other than a sole proprietorship, the Respondent must be qualified by a properly licensed individual general contractor, and the Respondent's name must appear on the qualifying general contractor's license. All subcontractors must be licensed in the area for which they perform work.

- f. **Business Registration (*Respondent-provided documentation; submit under Tab 2*)**. Respondent must submit evidence of Respondent's active registration with the State of Florida Division of Corporations qualification to do business in Florida.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

Disqualification for Prior Performance. Respondent may be disqualified if Respondent has failed or is failing to adequately perform on any contract with the District (regardless of whether or not such performance failure has been cured), including without limitation: (1) a material breach thereof; (2) a failure to complete work in a timely manner or within the contract price when such failure is attributable to the actions or inactions of Respondent or Respondent's subcontractors or suppliers, which may or may not result in the District issuing a cure notice; (3) substandard quality of work, which may or may not result in a violation of a law, regulation, or building code; (4) any failure to cooperate with the District during performance of the contract; or (5) evidence of financial instability or irresponsibility, as may be indicated through notice of non-payment of claims or liens filed against Respondent's bond or the District by Respondent's subcontractors or suppliers. Refer to Paragraph 12 for additional information pertaining to disqualification of respondents.

9. **BID GUARANTY**

Each Bid totaling \$200,000 or more must be accompanied by a Bid guaranty in the form of a Bid bond provided herein, payable to the District, for five percent of the "Total Bid Cost" indicated on the Bid. Respondent must use the District's Bid Bond form. The Bid bond must be written through a licensed Florida agency with a company licensed and registered to do business in the State of Florida and meeting the requirements of the Agreement. The guarantee must provide that the Bid will remain firm for 90 days after the designated date and hour of the Bid opening; that if the Bid is accepted, Respondent must enter into a contract with the District in accordance with the Agreement; and that Respondent will provide any required performance and payment bonds and certificates of insurance.

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

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

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

10. SUBCONTRACTS

Respondent must submit with its Bid a list of all known subcontractors who (1) will participate in more than ten percent (10%) of the Work; or (2) holds a license that Respondent intends to utilize to obtain a permit to perform the Work, on the attached "Proposed Subcontractors" form. Use of subcontractors on this project is subject to the limitation on subcontractors described in Paragraph 8 – Minimum Qualifications. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

In the form "Certificate as to Entity's Authority to do Business in Florida" an individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal.

If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership in the form "Certificate as to Entity's Authority to do Business in Florida."

If a corporation submits the Bid, an authorized officer or agent must sign the form "Certificate as to Entity's Authority to do Business in Florida," subscribing the name of the corporation with his or her own name and affixing the corporate seal if said seal is used by the corporation. 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.

In the form "Certificate as to Entity's Authority to do Business in Florida," Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

12. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted;
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has failed to adequately perform or defaulted on a previous contract with the District or any other public entity, which may be evidenced by a successful claim on Respondent's performance or payment bond(s) due to the default;

- 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; or
- 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.

13. REJECTION OF BID

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

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

14. WITHDRAWAL OF BIDS

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

15. AWARDING THE AGREEMENT

- a. The Successful Respondent (defined below) is expected to sign the District's form of standard contract (the "Agreement") found herein.
- b. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements listed in the minimum qualifications of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- c. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- d. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.

- e. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- f. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- g. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. EXECUTION OF AGREEMENT

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

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

- a. A completed Internal Revenue Service Form W-9 (do not submit with response to this solicitation);
- 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; and
- d. All other information and documentation required by the Agreement.

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

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

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

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

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

19. FLORIDA SALES TAX

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

20. PUBLIC ENTITY CRIMES; DISCRIMINATORY VENDORS

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

21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on the solicitation advertising portals identified on the first page of this document and may also be accessed through the District's web site at sjrwmd.com.

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

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

22. PROTEST PROCEDURES

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

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

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

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

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

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

BID FORM

Include this form in the response (TAB 1)

RESPONDENT:

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

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

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

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

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

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

Respondent (firm name) _____
Date

Address

Email Address

Signature _____
Telephone Number

Typed Name and Title

COST SCHEDULE

Include this form in the response (TAB 1)

Bid to be opened at 2:00 p.m., August 6, 2025

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Construction of Secured Visitor Entrance, Security Operation Center and Building Enhancements, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the costs contained in the following schedule (fill in all blanks). The Agreement will be awarded to the lowest responsive and responsible Respondent for the Total Cost (also known as the "Total Bid Cost"). Respondent's Total Bid Cost in the schedule below must be fixed and guaranteed for the term of the Agreement.

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

TOTAL BID COST	\$ _____
-----------------------	----------

AIS Requirement. If the solicitation concerns a public works project or involves the procurement of materials for use in a public works project as defined in §255.0993, Fla. Stat., the Respondent hereby acknowledges that it is obligated to comply with the American Iron and Steel Requirement (the "AIS Requirement") set forth therein and Respondent hereby certifies that any iron or steel product contained in this Cost Schedule that is to be permanently incorporated into the subject project will be produced in the United States in accordance with the AIS Requirement. Respondent agrees that it shall be responsible for any penalty imposed as a result of Respondent's failure to comply with the AIS Requirement. In addition, Respondent has included any costs associated with the AIS Requirement into this cost schedule.

VERIFICATION

UNDER PENALTIES OF PERJURY, I HEREBY DECLARE, as Respondent's authorized officer or representative, that I have fully read the Respondent's Bid, of which this Cost Schedule is a part, all facts stated in the Bid are true, I understand all terms and conditions as set forth therein, and upon award of such Bid, Respondent shall fully comply with such terms and conditions.

Signature _____ Telephone number _____

Typed name and title _____

Respondent (firm name) _____ Date _____

Address _____

E-mail address _____

PROPOSED SUBCONTRACTORS

Include this form in the response (TAB 1)

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work. If none, so indicate. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid. *Attach additional sheets if necessary.*

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of work: _____

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 ENTITY’S AUTHORITY TO DO BUSINESS IN FLORIDA

Include this form in the response (TAB 1)

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

Entity Name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal, if utilized by Respondent)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer or Manager and Member, and state the title 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.

Attach a copy of Respondent’s active registration with the State of Florida Division of Corporations proving Respondent’s authority to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida for same.

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

Include this form in the response (TAB 1)

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached bid.

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

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

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

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

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

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

Signature: _____

Title: _____

Subscribed and sworn to before me by means of physical presence or online notarization, this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

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

BID BOND FORM – for use with a Bid totaling \$200,000 or more

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STATE OF FLORIDA

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying bid for Bid 41277 - Construction of Secured Visitor Entrance, Security Operation Center and Building Enhancements, which is scheduled to be opened on August 6, 2025.

NOW, THEREFORE, if Principal shall not withdraw this bid within 90 days after date of bid opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in bid and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

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

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

Signed, sealed and delivered in the presence of:

PRINCIPAL By: _____
(Official Title) (Typed Name) (SEAL)

SURETY By: _____
(Official Title) (Typed Name) (SEAL)

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

PERFORMANCE AND PAYMENT BOND

Bond Number _____

Surety Number _____

St. Johns River Water Management District Contract Number 41277

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

THE CONDITION OF THIS BOND is that if Principal:

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

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(2) and (10), Fla. Stat. Any changes in or under the contract documents (which include the plans and specifications) and compliance or noncompliance with any formalities connected with the contract documents or the changes do not affect Surety’s obligation under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

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

PRINCIPAL

(Official Title)

By: _____
(typed name) (SEAL)

SURETY

(Official Title)

By: _____
(typed name) (SEAL)

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

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response - Include this form in the response (TAB 1)

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 subparagraph 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: _____

QUALIFICATIONS — GENERAL

Include this form in the response (TAB 2)

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

Name of Respondent: _____

Year company was organized/formed: _____

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

Total number of years Respondent (or a combination of the firm, individual, or project manager assigned to the work) has experience on projects of a similar nature (refer to tasks outlined in the Statement of Work), as described in the INSTRUCTIONS TO RESPONDENTS: _____

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

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

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.

LICENSES

Respondent must identify the license to be used to acquire any permits. The license must be current and active, as described in MINIMUM QUALIFICATIONS of this solicitation.

<u>Classification</u>	<u>Issuing Government</u>	<u>License Issue Date</u>	<u>Number</u>
-----------------------	---------------------------	---------------------------	---------------

QUALIFICATIONS — SIMILAR PROJECTS/CLIENT REFERENCES

Include this form in the response (TAB 2)

Respondent (or a combination of the firm, individual or project manager assigned to the Work) must have successfully completed:

Three similar projects of a similar nature:

- (1) All three of the similar projects must include **construction renovation services** in a **commercial building**;
- (2) All three of the similar projects must have been successfully completed **within the three years** immediately preceding the date for receipt of Bids;
- (3) All three of the similar projects must have a value of **at least \$100,000** (price paid to the Bidder for services rendered)
- (4) At least one of the similar projects must include a construction component **that includes a combined bulletproof glass wall and glass door.**

Each of the three projects must be different projects for different clients. No more than one of the projects may be from a completed District project.

Note: The clients listed on this form will be utilized as the Respondent’s Client References.

Completed Project 1:

- REQUIRED: Provided construction renovation services. Yes or No
- REQUIRED: In a commercial building. Yes or No
- REQUIRED: Completed within the three years preceding due date of bids. Yes or No
- REQUIRED: Price paid to Bidder was at least \$100,000. Yes or No
- REQUIRED OF ONE PROJECT: Had a construction component that included a combined bulletproof glass wall and glass door? Yes or No

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description of work involving construction renovation services for this company: _____

Description of work performed on combined bulletproof glass wall and glass door: _____

Total project value: _____ Start date: _____ Completion date: _____

Project Manager: _____

Completed Project 2:

REQUIRED: Provided construction renovation services. Yes or No

REQUIRED: In a commercial building. Yes or No

REQUIRED: Completed within the three years preceding due date of bids. Yes or No

REQUIRED: Price paid to Bidder was at least \$100,000. Yes or No

REQUIRED OF ONE PROJECT: Had a construction component that included a combined bulletproof glass wall and glass door? Yes or No

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description of work involving construction renovation services for this company: _____

Description of work performed on combined bulletproof glass wall and glass door: _____

Total project value: _____ Start date: _____ Completion date: _____

Project Manager: _____

Completed Project 3:

REQUIRED: Provided construction renovation services. Yes or No

REQUIRED: In a commercial building. Yes or No

REQUIRED: Completed within the three years preceding due date of bids. Yes or No

REQUIRED: Price paid to Bidder was at least \$100,000. Yes or No

REQUIRED OF ONE PROJECT: Had a construction component that included a combined bulletproof glass wall and glass door? Yes or No

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description of work involving construction renovation services for this company: _____

Description of work performed on combined bulletproof glass wall and glass door: _____

Total project value: _____ Start date: _____ Completion date: _____

Project Manager: _____

**DISTRICT STANDARD NON-DISCLOSURE CONFIDENTIALITY AGREEMENT
(SOLICITATION)**

The undersigned is an employee, subconsultant, subcontractor, representative or agent of _____ (Company) a potential bidder to the St. Johns River Water Management District (the District) Invitation for Bids 41277, Construction of Secured Visitor Entrance, Security Operation Center and Building Enhancement. Company is interested in bidding to enter into a contract with the District to perform certain rehabilitation work (the Work). Related to the Work, the District maintains certain documents (Documents) listed below.

Exhibit 1: Page E301, Floor Plan – Power & Data, Administration Building Renovations, Smith McCrary Architects, Inc. (05/29/02)

Exhibit 2: Rendering of New Security Operations Center, St. Johns River Water Management District (2025)

The undersigned, in his or her capacity as an individual and as an employee, subconsultant, subcontractor, representative or agent of Company seeks to acquire said Documents from the District in order to prepare said bid and/or perform some part of the Work and signs this District Standard Non-Disclosure Confidentiality Agreement (Non-Disclosure Agreement) as a pre-requisite thereto.

In the course of reviewing the Documents, the undersigned will unavoidably come into contact with certain types of information which are protected from disclosure by Florida law. The undersigned acknowledges his/her familiarity with the applicable protections, including but not limited to his/her obligation to comply with the following:

1. Section 119.0725, Florida Statutes, which requires all District contractors to protect as confidential the following:
 - (a) Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of the District;
 - (b) Information relating to critical infrastructure;
 - (c) Cybersecurity incident information; and
 - (d) Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of:
 1. Data or information, whether physical or virtual; or
 2. Information technology resources, which include the District's existing or proposed information technology systems.
2. Section 119.071, Florida Statutes, which requires all District contractors to protect as confidential the following:
 - (a) Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
 - (b) Threat assessments conducted by or for the District;
 - (c) Threat response plans;

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 41277

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

Please check (as applicable):

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

Remarks: _____

_____ Date

_____ Respondent (Firm Name)

_____ Address

_____ E-Mail Address

_____ Signature

_____ Typed Name and Title

_____ Telephone Number

**DRAFT
AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
CONSTRUCTION OF SECURED VISITOR ENTRANCE, SECURITY OPERATION CENTER
AND BUILDING ENHANCEMENT**

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 (the “Work”) required to complete the Construction of Secured Visitor Entrance, Security Operation Center and Building Enhancement (the “Project”) as procured pursuant to Invitation for Bids 41277. Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporate 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; and (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 January 31, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. DELIVERABLES

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

3. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.
4. **FUNDING OF AGREEMENT.** For satisfactory performance of the Work, the District agrees to pay Contractor \$ _____ (the "Total Compensation").
5. **PAYMENT OF INVOICES**
- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten (10%) 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; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required). Contractor should not include its Federal Employer Identification Number (FEIN) or its Social Security Number (SSN) on the invoices. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne

by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.

- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (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.
 - (h) **Retainage.** This subparagraph 5(h) applies if Total Compensation exceeds \$200,000. The District shall pay Contractor 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work, which occurs at completion of the Punch List. Contractor may present the District with a payment request for part or all of the retainage as provided by §218.735(7)(e), Fla. Stat. Prior to the District's release of final payment, Contractor must provide the District with a properly executed Affidavit stating that Contractor has complied with the Local Government Prompt Payment Act, Part VII of Chapter 218, Fla. Stat., with respect to all lower tier entities such as subcontractors, suppliers, etc. and that all taxes have been paid, a Final Release of Lien, and a Consent of Surety to Final Payment. Sample forms are set forth in Attachment B.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
 7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by 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.
 8. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment C, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment C. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
 9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so

notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

10. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email.

Notices submitted 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>
Tim Waln Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
4049 Reid Street	TBD
Palatka, FL 32177	TBD
Phone: 386-643-1125	Phone: TBD
Email: tewaln@sjrwmd.com	Email: TBD

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

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Contractor shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Contractor shall provide the District a list of each subcontract exceeding ten percent of the Total Compensation. The list shall include: (1) name, address, contract,

phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.

- (b) **Daily Reporting.** The District may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (c) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (d) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

12. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

13. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement.
- (b) The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment D) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (c) **Change Orders**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage, or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (iii) Contractor shall notify and obtain the consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent, or approvals are required by Contractor's surety or by law. Contractor's execution of the Change Order shall constitute Contractor's warranty to the District that the surety has been notified of and expressly consents to the Change Order. Contractor shall provide the District a rider to the original bond as provided by the surety.
- (iv) In accordance with Sec. 218.755, Fla. Stat., if the District receives from Contractor a price quote for a Change Order requested or issued by the District for construction services and the price quote conforms to all statutory and contractual requirements, the District must approve or deny the price quote and send written notice of that decision to Contractor within 35 days after receipt of such quote. A denial notice must specify the deficiencies in the price quote and state the actions necessary to remedy those deficiencies. If the District fails to provide

Contractor with the required notice, the Change Order and price quote are deemed approved, and the District must pay Contractor the amount stated in the price quote upon the completion of the Change Order.

- (d) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

14. TERMINATION AND SUSPENSION

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

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

ADDITIONAL PROVISIONS (In Alphabetical Order)

15. DEFINITIONS

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

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

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

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

BID BOND: The security furnished with a Bid totaling \$200,000 or more to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a notice of intent to award the contract from the District.

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

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

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

CONTRACTOR'S PROJECT MANAGER: The individual designated by 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 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.

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

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

PAYMENT BOND: The security required for fixed price contracts greater than \$200,000 furnished by Contractor and its Surety in the form provide by the District as a guarantee that Contractor will pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in performing the Work.

PERFORMANCE BOND: The security required for fixed price contracts greater than \$200,000 furnished by Contractor and its Surety in the form provide by the District as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement.

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

PRINCIPAL: When used in a bid, proposal, or Performance and Payment Bond(s), the word "principal" means the same as the word "Contractor."

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

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

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

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

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

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement, including the acquiring, recording, and furnishing of any required surety bonds and proof of insurance.

16. ACCESS; WORK AREA; GATES

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

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. No more than 40% of the Work on the project may be performed by subcontractors. The remaining balance of the Work on the project must be performed by Respondent's own forces. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor performing greater than ten (10%) percent of the Work 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. BONDS.

- (a) **Payment Bond.** A Payment Bond (defined herein) equal to the Total Compensation is required for fixed price contracts greater than \$200,000.
- (b) **Performance Bond.** A Performance Bond (defined herein) equal to the Total Compensation is required for fixed price contracts greater than \$200,000.
- (c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds must be on the form provided in the Bid documents and written through a licensed agency that fulfills the requirements of Sec. 287.0935, Fla. Stat,
- (d) **Qualification-Management and Strength.** The Surety (defined herein) executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc's rating and analysis website.

20. **CERTIFICATION.** Contractor certifies that it, its principals, and affiliates, have not been, are not now, and during the term of this Agreement will not be (a) placed on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engages in business operations in Cuba or Syria (§287.135, Fla. Stat.). Pursuant to the respective statues, the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.

21. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

22. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.

23. **COMMON CARRIER.** Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Contractor shall complete Attachment E, the Common Carrier or Contracted Carrier Attestation.

24. **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.

25. 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 on 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.

26. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

27. 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 Contractor declines to modify the invoice, Contractor must notify the District in writing within ten days of receipt of notice of rejection that Contractor will not modify the invoice and state the reason(s) 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 Contractor's

written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

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

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation:
 - (1) conditions affecting transportation, disposal, handling, and storage of materials;
 - (2) availability and quality of labor;
 - (3) availability and condition of roads;
 - (4) climatic conditions and seasons;
 - (5) hydrology of the terrain;
 - (6) topography and ground surface conditions;
 - (7) nature and quantity of surface materials to be encountered;
 - (8) equipment and facilities needed preliminary to and during the Work; and
 - (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

29. EMPLOYMENT ELIGIBILITY

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

Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

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

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings 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.

31. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

32. INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the District's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.

- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (d) **Re-examination of Work.** The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing**
- (i) The District may require that materials be tested prior to incorporation in the Work. In some instances, it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
- (ii) If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Contractor's Project Manager shall supply the District's Project Manager with 72-hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Contractor's expense.
- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the District of any defective material and shall not incorporate such material into the Work. The District may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. If the District deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the District. If disputed, Contract may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the District to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
33. **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.
34. **IRON AND STEEL FOR PUBLIC WORKS PROJECTS.**
- (a) For purposes of this section, "Public Works Project" or "Project" means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.
- (b) If this Agreement funds a Public Works Project or the purchase of materials to be used in a Public Works Project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as set forth in §255.0993, Fla. Stat. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
- (i) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (ii) the use of iron or steel products produced in the United States will increase the total cost of the Project by more than twenty percent (20%); or
- (iii) complying with this requirement is inconsistent with the public interest.
- (c) Minimal use of foreign steel and iron materials is permitted if:
- (i) such materials are incidental or ancillary to the primary product and are not separately identified in the Project specifications; and
- (ii) the "cost" of such materials, as defined in §255.0993, Fla. Stat., does not exceed one-tenth of one percent (1%) of the Total Compensation under this Agreement or \$2,500, whichever is greater.
- (d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this section.
- (e) This section shall be applied in a manner consistent with and may not be construed to impair the State of Florida's obligations under any international agreement.
- (f) The District's Project Manager may require Contractor to certify its compliance with this section, or otherwise provide sufficient information to document its compliance, with its invoice for payment.

35. **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.
36. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.
37. **NO COERCION FOR LABOR OR SERVICES.** Contractor, a nongovernmental entity entering this Agreement with the District, certifies, assures, and affirms that Contractor does not use coercion for labor or services as prohibited under Sec. 787.06, Fla. Stat. If Contractor is a nongovernmental entity, Contractor must provide the District with the Human Trafficking Attestation, Attachment F, executed by an officer or representative of Contractor.
38. **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.
39. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers. Any permits not already procured from these agencies such as the NPDES or dewatering permits shall be procured by Contractor.

(b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.

(c) Contractor shall:

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

40. **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.

41. **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 or fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

42. **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 Contractor of the request, and 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, Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (ii) Upon request from the District’s custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 - (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if 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 Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT:

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

43. **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.

44. **REMEDIES FOR NON-PERFORMANCE.**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set

forth herein. In the event of breach, 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 or the District may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder, shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.

- (b) **Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by the need for corrective action or by Contractor's corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

45. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights; and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

46. **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 illegal drugs, on or from the Premises or adjacent property, except as authorized by law. 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 or right-of-way owner. 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. Contractor may be permitted to store certain equipment on District property in accordance with the terms and conditions set forth in Attachment G hereto.

47. **SUBSTANTIAL COMPLETION; PUNCH LIST.**

- (a) **Substantial Completion.**

- (i) **Contractor Notice.** Contractor shall notify the District via email at the email address provided in NOTICES, when Contractor considers the Work to be substantially complete.
 - (ii) **Definitions.**
 - (a) “Punch List” is a list of items required to render the Work complete, satisfactory, and acceptable in all respects.
 - (b) “Substantially complete” is the point when the District can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete.
 - (iii) **District Review.** The District shall review the Work and determine whether it is substantially complete and, if so, the parties shall develop a Punch List.
 - (iv) **Time.** The time in which substantial completion is determined, and the Punch List is developed and finalized (the “Review Time”) is as follows:
 - (a) If the Total Compensation is less than one million dollars, Review Time is thirty (30) calendar days.
 - (b) If the Total Compensation is one million dollars or more, Review Time is forty-five (45) calendar days.
 - (c) Review Time is calculated from the date of Contractor’s delivery of substantial completion notification to the District’s server. For purposes of this section, “Total Compensation” does not include any Supplemental Work Allowance funds that have not been released by the District.
- (b) **Punch List Process.** The following sets forth the “Punch List Process.”
- (i) **Step 1, Develop Punch List.** During the Review Time, the District and Contractor shall work cooperatively to develop a Punch List. The District shall have final decision-making authority on the finalized Punch List. The District shall deliver the Punch List no later than five (5) calendar days after the Punch List has been finalized.
 - (ii) **Step 2, Contractor Completes.** Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) calendar days after the date of conclusion of the Punch List Process, the Completion Date shall be extended to thirty (30) calendar days after conclusion of the Punch List Process. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor’s responsibility to complete all construction services required by the Agreement.
- (c) **Payment.**
- (i) Upon completion of the Punch List Process and upon receipt of a proper invoice, the District shall, within twenty (20) business days, pay Contractor the remaining Agreement balance that includes all retainage previously withheld, less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List.
 - (ii) Upon completion of all Punch List items, Contractor may request payment of any remaining retainage.
 - (iii) If a good faith dispute exists as to the completion of any items on the Punch List, the District shall email Contractor a notice of the dispute. The District may continue to withhold 150% of the total cost of completing any such items.
 - (iv) All items that require correction under the Agreement that are identified after the preparation and delivery of the Punch List remain the obligation of Contractor.

- (v) Warranty items or items not included in the Punch List may not affect the final payment of retainage as provided above.
 - (vi) Retainage may not be held by the District to secure payment of insurance premiums.
 - (vii) Final payment of retainage may not be delayed pending a final audit by the District or Contractor's insurance provider.
 - (viii) If the District fails to comply with its responsibilities to develop the Punch List or fails to comply with the time limitations provided herein, Contractor may submit a payment request to the District for the remaining balance of the Agreement, including all remaining retainage. Payment is due from the District twenty (20) business days after receipt of a proper invoice or payment request.
 - (ix) If Contractor fails to adhere to the Agreement in developing the Punch List and the District has provided written notice of same, the District must pay Contractor the remaining balance of the Agreement, less an amount equal to 150 percent of the estimated cost to complete the items that the District intended to include on the Punch List. The District need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to comply with the Punch List Development Process.
 - (x) Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.
48. **TECHNICAL ASSISTANCE.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that the District considers such assistance to be beyond its normal duties under this Agreement and that it intends to deduct the cost of such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
49. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increase the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
50. **WARRANTY**
- (a) Contractor warrants that the Work, workmanship, and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
 - (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be

Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

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

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attachments:

- Attachment A — Statement of Work
- Attachment B — Final Release of Lien and a Consent of Surety to Final Payment (sample forms)
- Attachment C — Insurance Requirements
- Attachment D — District Supplemental Instructions (sample)
- Attachment E — Common Carrier or Contracted Carrier Attestation
- Attachment F — Human Trafficking Attestation
- Attachment G — Authorization to Store Contractor Equipment on District Property

ATTACHMENT A — STATEMENT OF WORK
CONSTRUCTION OF SECURED VISITOR ENTRANCE, SECURITY OPERATION CENTER
AND BUILDING ENHANCEMENTS

I. Introduction/Background

The St. Johns River Water Management District Headquarters (DHQ), located at 4049 Reid St. Palatka, FL, 32177, is searching for a Contractor to improve Building 2 existing foyer by: (1) creating a secured visitor entrance; (2) creating an adjacent Security Operations Center (SOC) designated space; and (3) installing blast mitigation film on DHQ Buildings 1 and 2.

II. Objective

The District is interested in the creation of two distinct workspaces and the installation of a blast mitigation film that will enhance operations, provide secure access to visitors, and enhance the safety of its employees and visitors.

III. Scope of Work

Contractor shall provide and furnish all materials, labor, supervision, and equipment necessary to complete the tasks described in Section IV within the agreed timeframe. Contractor shall secure all necessary permits before commencing any work if required. The areas to be enhanced are comprised of:

- The foyer area of the Building 2 (Visitor Entrance).
- Enclosing a three-sided space in Building 2 (SOC).
- Designated windows and doors in Buildings 1 and 2

IV. Task Identification

Contractor's Responsibilities: Contractor shall provide the following:

1. Preparation:
 - a. Pre-construction site walkthrough.
 - b. Provide a renovation timeline for project milestones and final project completion.
 - c. Secure the work site with caution tape as needed.
 - d. Install flooring protection from the doorway that shall be used for ingress and egress between the work areas and roll-off or dump trailer.
 - e. All construction materials shall be stored in a floor-protected area near the work area designated by the District Project Manager (DPM). Contractor shall provide the flooring protection.
 - f. Install plastic sheeting to partition select areas to contain dust and debris for the duration of the project.
 - g. Contractor shall provide for approval detailed plans that specify all materials before any construction commences including but not limited to all items listed below in "Section 3 Installation of all new materials".
2. Demolition (none of the disposed materials shall be reused):

- a. Demo and dispose of any unused materials such as ceiling tiles, framing, drywall, and flooring.
 - b. Remove the carpeting in the area for the SOC.
3. Installation of all new materials (all materials are to be provided by Contractor). Materials, colors and finishes to be determined and approved preinstallation by the District Project Manager (DPM):
- a. Construct a clear, bandit barrier wall in the foyer (access control vestibule) of Building 2 that includes a 36" ADA accessible, automatic doorway with both card and "push button" remote access controls (run wires and hardware), a receptionist window with two-way passive voice speaker for communication and document pass-through capability (e.g., a bank teller window). The bandit barrier wall is to be framed with aluminum, securely anchored from all sides, and have rigid aluminum screen material installed on the top (depth of tray ceiling).
 - i. The bandit barrier wall shall be approximately 16'3" wide and approx. 10'7" high (to the bottom of the tray ceiling) and must meet UL level 7 rating to withstand gunfire.
 - b. Contractor is to add ADA access controls to the existing exterior door of Building 2 (card access with "push button" override by the receptionist) and a "panic button" (a direct dial analog phone line to alert local law enforcement) that is controlled by the receptionist.
 - c. Construct a framed wall for the SOC with a solid core 36" door with access controls in the Procurement Area that will enclose a three-sided space. The SOC wall shall be approx. 28'3" long and 9'2" high (to extend above the drop ceiling tiles) and to be anchored to the floor and the structural roof girder at a maximum of every seven feet.
 - i. Install R-13 batt insulation in the SOC wall and SOC interior drop ceiling.
 - ii. The exterior of the SOC wall must be 5/8" finished drywall covering a layer of level 3 ballistic fiberglass wall panel to withstand gunfire.
 - iii. The interior of the SOC wall shall have a layer of 1/2" plywood under the 5/8" drywall (for future mounting of hardware).
 - iv. Summarizing wall construction layers should be:
drywall | ballistic fiberglass panel level 3 rating | framing & insulation | plywood | drywall.
 - d. Install a 24,000 BTU Mini Split unit with a heat pump. The air handling unit shall be mounted on the SOC exterior wall, and the condenser shall be placed on the ground adjacent to the same wall.
 - e. Install access controls on two new doors and run all Cat 6 power over ethernet (POE) cable for the access controls to an existing control panel.
 - f. Install matching ceiling tiles as needed to meet up against the SOC wall.
 - g. Paint all sheetrock walls of the foyer area of Building 2 and the SOC.
 - h. Install two (2) 1 1/2" electrical conduits from the new wall to the workstation by cutting a channel in the floor.
 - i. Provide and install commercial grade vinyl composition tile flooring and tile cove base in the SOC.

- j. Install 3M, 8-millimeter, or District-approved equivalent, blast mitigation film to the exterior windows of Building 1 (approx. 1700 square feet) and Building 2 (approx. 500 square feet).
4. Post-construction Inspection:
 - a. Contractor shall clean all debris and dust from the work areas.
 - b. Prior to removing the flooring protection, the DPM shall inspect the finished project for damages and satisfactory completion of tasks.
 - c. Contractor shall remove any construction debris containers from the District property and safely dispose of all debris and materials.

District Responsibilities: The District will provide the following:

1. New electrical wiring, outlets, switches, and lights for the receptionist's work desk and the secure office area including the workstation.
2. Move two existing quad boxes and Cat 6 cabling to the new secure office area wall.
3. Paint color, specifications, and style selection of all project items – specified in Section IV subsection 3 (all materials shall be provided by Contractor).
4. A nearby exterior area close to the nearest doorway for a roll-off or dump trailer, which shall be supplied by Contractor.
5. Access - Electronic access card for the construction team – limited access to the construction area only.
6. Final approval after the successful completion of the project.

V. Time Frames (TBD)

- a. Contractor may begin work once all final details have been approved by the DPM and Facilities Program Manager and no later than 21 days after the Agreement has been fully signed (Provided all materials and permitting have been secured).
- b. The start date may be delayed to 30 days due to unforeseen material delays. Work shall be completed by January 31, 2026.
- c. Working hours for this project shall be from 7:00am through 5:00pm, Monday through Friday, except District holidays. The District reserves the right to adjust work hours to meet the specific needs of the facility. Any deviation in work hours shall be coordinated through the DPM.

VI. Cost Schedule

Payments shall be made in accordance with Paragraph 5, **PAYMENT OF INVOICES**, in the Agreement.

EXHIBITS, listed below, will be available upon request. A signed District Non-Disclosure Confidentiality Agreement will be required before release.

Exhibit 1: Page E301, Floor Plan – Power & Data, Administration Building Renovations, Smith McCrary Architects, Inc. (05/29/02)

Exhibit 2: Rendering of New Security Operations Center, St. Johns River Water Management District (2025)

ATTACHMENT B — FINAL RELEASE OF LIEN AND A CONSENT OF SURETY TO FINAL PAYMENT (sample forms)

Contract Number: _____

CONTRACTOR’S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

1. I am the _____ (title of affiant), of _____ (name of contractor’s business), which does business in the State of Florida, hereinafter referred to as the “Contractor.”
2. Contractor, pursuant to the contract referenced above, (the “Contract”) with the St. Johns River Water Management District, (the “District”), has furnished or caused to be furnished labor, material, and services for the construction of certain improvements as more particularly set forth in the Contract.
3. That all work to be performed under the Contract has been fully completed in accordance with the Contract documents.
4. That all laborers, subcontractors, material suppliers, and materialmen, used directly or indirectly in the prosecution of the work covered under this Contract, have been paid in full by Contractor in accordance with §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 Contractor or anyone in connection with the work done and materials furnished or otherwise under this Contract.
7. Contractor has provided the District with all releases of labor and material cost liens arising from Contractor’s performance of the work covered by this Contract, including Contractor and any subcontractor(s), and that the releases and receipts include all labor and material cost for which a lien could be filed.
8. This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the District under Florida law, Contractor expressly agrees to indemnify, defend and hold harmless, release, and forever discharge the District from any and all liabilities, damages, losses, and cost, including reasonable attorney’s fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through Contractor in connection with the work performed under the Contract.
9. Contractor makes this Affidavit for the express purpose of inducing the District to make final disbursement and payment to Contractor.

CONTRACTOR

Signature

Date

Print Name, Contractor Title

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

Notary Public Signature
My Commission expires: _____

CONSENT OF SURETY TO COMPANY TO FINAL PAYMENT

PROJECT: CONSTRUCTION OF SECURED VISITOR ENTRANCE, SECURITY OPERATIONS CENTER, AND BUILDING ENHANCEMENTS

BID NUMBER: IFB 41277

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

CONTRACT FOR: BUILDING 2 RENOVATIONS

CONTRACT DATE: _____

CONTRACTOR: _____

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

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

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

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

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

_____.

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

SURETY COMPANY

BY: _____

Its: _____

State of _____

County of _____

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

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

Notary Public Signature

My Commission expires: _____

ATTACHMENT C — INSURANCE REQUIREMENTS

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

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

- (a) **Workers’ Compensation Insurance.** Workers’ compensation and employer’s liability coverage, including maritime workers’ compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers’ compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers’ Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District “Affidavit (Non-Construction)” for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an “Occurrence Basis,” with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a(n) project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) perils generally known as XCU (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril, (3) products and completed operations, (4) independent contractors, and (5) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Pollution Liability Policy.** Minimum limits of \$1,000,000 per occurrence.

ATTACHMENT D — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Tim Waln, Project Manager

CONTRACT NUMBER: 41277

CONTRACT TITLE: Construction of Secured Visitor Entrance, Security Operation Center and Building Enhancement

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: _____
Tim Waln District Project Manager

Acknowledged: _____ Date: _____
LaDonna Johnson, District Procurement Specialist

c: Contract file
Financial Services

**ATTACHMENT E — COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION**

This form must be completed by Contractor. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Contractor acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Contractor is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

_____ [Name of Contractor] (check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT F — HUMAN TRAFFICKING ATTESTATION

Contractor Name: _____ (“Contractor”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with §787.06(13), Fla. Stat.

I acknowledge that §787.06(13), Fla. Stat., requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (Contractor) and a governmental entity (the District) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that Contractor does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Contractor, I hereby certify, assure, and affirm that Contractor does not use coercion for labor or services as prohibited under §787.06, Fla. Stat.

If, at any time in the future, Contractor does use coercion for labor or services, Contractor will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the District.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

CONTRACTOR

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**ATTACHMENT G — AUTHORIZATION TO STORE CONTRACTOR
EQUIPMENT ON DISTRICT PROPERTY**

The District's Project Manager may authorize Contractor to store Contractor Equipment on District-owned and/or managed property.

For purposes of this authorization, "Contractor Equipment" includes only such tools, equipment, and vehicles necessary for Contractor's completion of the Work and when stored unsupervised Contractor's Equipment shall not include firearms.

Any such authorization is subject to the following conditions:

1. Contractor acknowledges that the District makes no representation as to the suitability of the property for Contractor's use. Prior to using the property, Contractor shall be afforded an opportunity to and shall always undertake for itself to carefully inspect, consider and assess all surrounding property and conditions. Contractor's election to access and use the property for storage shall occur entirely at its own risk.
2. Contractor must disclose the nature of Contractor Equipment to be stored on District Property to the District Project Manager. The District Project Manager may reject approval for the storage of any type of Contractor Equipment.
3. Storage of Contractor Equipment on District Property is provided solely at the District's discretion, and the District may revoke the authorization at any time.
4. Contractor shall not store, or allow its employees or subcontractors to store, Contractor Equipment in any area except as designated by the District's Project Manager.
5. Contractor shall not store, or allows its employees or subcontractors to store, Contractor Equipment beyond the time authorized by the District's Project Manager. In no event shall storage extend beyond the term of the Agreement.
6. Contractor, including its employees and subcontractors, shall enter and exit District property only in the locations and manner designated by the District's Project Manager.
7. Contractor acknowledges that District property is actively managed and open to the public and that management activities and public use take precedence over Contractor's non-exclusive use. Contractor's use of the property shall pose no risk to other users of the property and Contractor is solely responsible for any damages resulting from Contractor's access and use of the property.
8. The authorization to store Contractor Equipment on District property does not create a bailment. The District does not accept possession of Contractor Equipment, and the District has no obligation for the safekeeping of Contractor Equipment. Contractor acknowledges that the District has no responsibility or duty of care for Contractor Equipment stored on District property.
9. Contractor assumes full risk and responsibility for any damages or liability associated with the Contractor's access and storage of Contractor Equipment on District property. Contractor agrees to indemnify and hold harmless the District from and against any and all claims, liabilities, or damages arising from Contractor's storage of Contractor Equipment on District property.