

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
SPECIFIC PURPOSE SURVEY – ELEVATION TRANSECTS IN
BLUE CYPRESS MARSH CONSERVATION AREA
REQUEST FOR QUALIFICATIONS 39442**

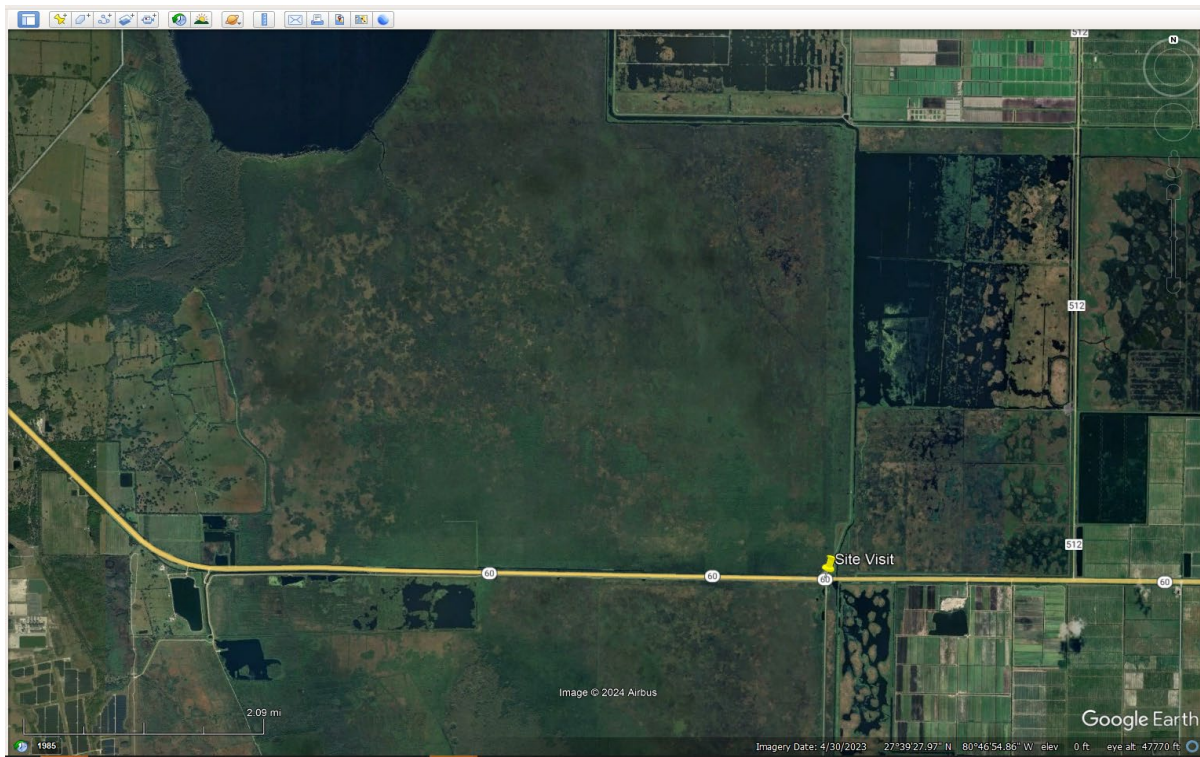
The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m., June 24, 2024. Further information is available through DemandStar at *Demandstar.com*, Vendor Registry at *Vendorregistry.com*, the state of Florida’s MyFloridaMarketPlace at *myfloridamarketplace.com*, Central Bidding at *centralbidding.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, MyFloridaMarketPlace, Central Bidding, or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at (321) 409-2156 or alucey@sjrwmd.com. Submittals will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay, FL 32909.

Project Description

The primary objective of this work (Project) is to complete a certified Specific Purpose Survey of six transects completed by Morgan & Eklund, Inc. in Dec. 1992, (south E-W line approximately 5.1 miles in length, north E-W line approximately 5.5 miles in length) and Carter and Associates, Inc. in June 1997, (east N-S lines 4.1 miles in length, west N-S lines 4.2 miles in length) (Work). The District will provide the Contractor with previous surveys performed by Morgan and Eklund, Inc. and Carter and Associates, Inc.

ONSITE NON-MANDATORY PRE-SUBMITTAL CONFERENCE
A NON-MANDATORY PRE-SUBMITTAL CONFERENCE IS SCHEDULED FOR
11:30AM June 12, 2024, AT THE PROJECT SITE LISTED BELOW:

L-77W levee north of SR60 at 27°38'26.62"N 80°40'43.73"W, ~10 miles west of intersection of SR60 and I-95.



The purpose of the pre-submittal conference is to review requirements of this solicitation, and to provide Respondents an opportunity to view Project site. Access to the Project site is limited; the pre-submittal meeting will be the only opportunity for Respondents to visit and review the Project site.

Any Submittal (defined herein) received after the dates and times stated will not be considered and will be returned to Respondent unopened. The District reserves the right to waive any minor deviations in an otherwise valid Submittal to the solicitation process, and to reject any or all Submittals to this Request For Qualifications.

This solicitation is issued subject to the legal requirements established under Contractors' Competitive Negotiation Act, §287.055, Fla. Stat., and Rules 40C-1.709 – 40C-1.718, F.A.C.

The District will conduct the RFQ process as follows:

Date	Description
June 12, 2024	Pre-Submittal Conference (Project Site)
June 24, 2024	Submittals due
June 28, 2024	Evaluation Committee meets to review the Submittals
July 2, 2024	District Issues Notice of Intended Decision (NOID) notifying Respondents of Rankings
Aug 13, 2024	District Governing Board consideration to approve a ranking of designated firms and competitive negotiations be instituted
Aug 15, 2024	District enters into cost negotiations with the highest-ranked Respondent. Additional negotiations, if any, shall take place with the other Respondents in ranked order.

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 Amy Lucey or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

SUBMITTAL CHECKLIST

This Submittal 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 Submittal is complete and to maximize the number of points Respondent may receive, please review the following items to confirm that they have been addressed and are included in the Submittal. Do **not** return this checklist with your Submittal.

SUBMITTALS	
	Has Respondent met the submission 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, and completed the Submittal correctly?
Tab 1	Respondent's and Subcontractors' overall qualifications, capabilities, experience, and availability to conduct work as presented in the Statement of Work.
Tab 2	Technical qualifications and experience of Respondent to conduct work as presented in the Statement of Work - emphasis on projects successfully completed within the last ten years will be given priority, but projects completed more than 10 years prior will also be considered.
Tab 3	Relevant experience and past performance on surveying projects – emphasis on projects conducted within the last ten years, but projects completed more than 10 years prior will also be considered (Complete All District -provided forms below).
Tab 4	Location of Respondent.
Tab 5	Volume and Quality of Work Previously Awarded to Respondent.

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INSTRUCTIONS TO RESPONDENTS

1. INTRODUCTION

This Request for Qualifications (RFQ) Specific Purpose Survey – Elevation Transects in Blue Cypress Marsh Conservation Area invites responses (the words, “Response” and “Submittal” have the same meaning in these documents) according to the requirements set forth in this Solicitation, including the format and content guidelines in Paragraph 6 – PREPARATION AND ORGANIZATION OF THE SUBMITTAL, Paragraph 7 – FORMS AND MINIMUM QUALIFICATIONS will be reviewed and evaluated using the qualifications-based selection process described in Paragraph 20 – EVALUATION CRITERIA.

Through this RFQ, the District is seeking to procure a qualified and experienced professional, as contemplated in §287.055, Fla. Stat., and Rules 40C-1.709 – 40C-1.718, FA.C.

Respondents understand and agree that any expenditure they make in preparation and delivery of their Submittals or in the performance of any services requested by the District in connection with the Submittals or in response to this RFQ, are exclusively at the expense of the Respondents. In addition, the District shall not pay or reimburse any expenditure or other expense incurred by any Respondent for the following:

- (a) Anticipation of an award of a contract;
- (b) Maintaining the approved status of the Successful Respondent if a contract is awarded; or
- (c) Administrative or judicial proceedings resulting from the solicitation process.

2. 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. The Agreement includes these Instructions to Respondents, any addenda published by the District, and all required certifications and affidavits.

3. CONTRACT ADMINISTRATION

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

Amy Lucey, Senior Procurement Specialist
 Phone: (321) 409-2156
 Email: alucey@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 Submittal.

4. WHERE TO DELIVER SUBMITTAL

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

- (a) uploading to Demandstar directly at [www.demandstar](http://www.demandstar.com) or to Central Bidding directly at www.centralbidding.com (NOT BOTH);

OR

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

SEALED SUBMITTAL – DO NOT OPEN

Respondent's Name: _____

Request for Qualifications: 39442

Opening Time: 2:00 p.m.

Opening Date: June 24, 2024

Amy Lucey Senior Procurement Specialist
St. Johns River Water Management District
Palm Bay Service Center
525 Community College Parkway SE
Palm Bay Florida 32909

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

5. OPENING OF SUBMITTALS

Respondents or their authorized agents are invited to attend the opening of the Submittals at the following dates, times, and place:

June 24, 2024, 2:00 P.M.

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 submittals 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 submittals.

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

6. PREPARATION AND ORGANIZATION OF THE SUBMITTAL

- (a) Respondents must submit all required, fully completed forms as indicated below (reproduced copies are acceptable).
- (b) Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.
- (c) Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under the Forms and Minimum Qualifications section below 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) All of the forms and questionnaires in the Request for Qualifications package are available upon request in Microsoft® Word to aid the Respondent in providing its Submittal in electronic format.
- (e) The file-naming conventions for the Submittal shall include:
 - a. Submittal: RFQ # Respondent's name (abbreviated) Due Date
 - b. (Example: RFQ _____ ABC Company 11-11-15)
- (f) The Submittal must include a separator page between each "Tabbed" section.
- (g) **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.

A RESPONDENT'S SUBMITTAL 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 SUBMITTAL

7. FORMS AND MINIMUM QUALIFICATIONS

Respondents must submit the following forms and questionnaires and include them in their Submittal under the tabs identified below (responses to the forms and questionnaires can be submitted on reproduced copies):

Tab 1 — Respondent's and Subcontractors' overall qualifications, capabilities, experience, and availability to conduct work as presented in the Statement of Work. *(Complete all District-provided forms)*

- (a) Provide a description of Respondent and/or subcontractors' overall qualifications, capabilities, and past experience (include organizational chart).
- (b) Provide evidence of current professional status, including copies showing current Professional Surveyor license(s) in the State of Florida and other appropriate licenses or certifications if required for other Project staff.
- (c) If using a Subcontractor, include Proposed Subcontractors Form and a "Letter of Commitment" from each subcontractor stating that the subcontractor is committed to being a part of the Respondent's team.
- (d) Demonstrate an understanding of the requested services (collecting, processing, verifying, and delivering elevation survey data) as detailed in the Statement of Work.
- (e) Provide a document showing the team organizational structure and identify specific names, functions, and availability of key personnel.
- (f) Detail Respondent's project management approach and capabilities.
- (g) Indicate if Respondent is a certified minority business as defined by the Florida Small and Minority Business Act of 1985 (if yes, provide certification).
- (h) Demonstrate a willingness to meet Statement of Work, time, and budget requirements, including a description of contingency procedures designed to assure meeting these requirements.
- (i) Complete all administrative District-provided forms below:
 - (1) Submittal Form

- (2) Proposed Subcontractors Form
- (3) Certificate as to Corporation
- (4) Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- (5) Qualifications (General)
- (6) Drug-Free Workplace Form (not required unless there is a tie)

Tab 2 — Technical qualifications and experience of Respondent to conduct work as presented in the Statement of Work — emphasis on projects successfully completed within the last ten years, but projects completed more than 10 years prior will also be considered.

- (a) Include information on the availability and adequacy of personnel that Respondent plans to use on this Project, including any special training (include resumes).
- (b) Include information on Respondents experience during the past ten years as it relates to the Statement of Work (SOW), and in elevation surveys, especially in similar field conditions.

Tab 3 — Relevant experience and past performance on surveying projects – emphasis on projects conducted within the last ten years, but projects completed more than 10 years prior will also be considered (Complete All District-provided forms below).

- (a) Similar Projects form and Respondent-prepared documentation
- (b) Client References

Tab 4 — Location of Respondent.

Include location of Respondent’s management office or Project Manager relative to the District’s Palatka Headquarters (4049 Reid Street, Palatka FL) or a District Service Center (Jacksonville Service Center, 7775 Baymeadows Way, Suite 102, Jacksonville, FL 32256, Apopka Service Center, 2501 S. Binion Road, Apopka, FL 32703, or Palm Bay Service Center, 525 Community College Parkway SE., Palm Bay FL 32909).

Tab 5 — Volume and Quality of work previously awarded to Respondent.

Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the past ten years, including contracts, work orders, and purchase orders.

8. 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 Senior Procurement Specialist and must be in writing. The Senior Procurement Specialist may orally explain the District’s procedures and assist Respondents in referring to any applicable provision in the RFQ documents, but the Respondent is ultimately responsible for submitting the Submittal 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 the opening of the Submittal, respectively, to be considered. Requests should be submitted by email at alucey@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 the Submittal.

Submission of a Submittal constitutes acknowledgment of receipt of all addenda and construed as though all addenda have been received. Failure of the Respondent to receive any addenda does not relieve

Respondent from any and all obligations under the Submittal as it was submitted. All addenda become part of the Agreement.

9. PROJECT ESTIMATE

The total Project estimate for this RFQ is \$300,000. 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 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 proposals that are over the Project estimate. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work 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.

10. MINIMUM QUALIFICATIONS

Respondent must use the "Qualification" forms (General, Similar Projects, and Client References) provided in these documents to demonstrate they have the minimum qualifications listed below. Failure to include these forms with the Submittal may be considered non-responsive.

- (a) Respondent (or a combination of the firm, individual, named subcontractor(s), or project manager assigned to the work) must have successfully completed at least one project of a similar nature (elevation transects in densely vegetated wetland areas). This project must have been completed within ten years prior to the deadline date for receipt of Submittals. Respondent may also provide information on up to five additional, similar projects dating back more than 10 years, as supplemental information.
- (b) Respondent (or a combination of the firm, individual, named subcontractor(s), or project manager assigned to the work) must provide proposed methodology on how work is to be completed as listed in the Scope of Work.
- (c) Respondent must demonstrate that it has access to equipment (rented or owned) capable of performing the work, such as, but not limited to an amphibious tracked vehicle, airboat, survey grade GPS equipment, etc.
- (d) Respondent's Key Personnel should have appropriate professional licenses. A minimum of one team member must have an active Professional Surveyor license in the State of Florida. A copy of the Professional Surveyor license and other appropriate licenses must be included with the submittal. Respondent shall provide qualifications for all personnel assigned to the project, including time each person is committed to the project, as well as the names and functions of personnel assigned.
- (e) Respondent must provide three client references. One client reference must be from the similar projects listed in response to subparagraph (a) above and should be on similar projects performed in the last 10 years. No more than one of the references may be from completed District projects.

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 Submittal, 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.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Submittal must sign their name therein and state their address and the name and address of every other person interested in the submission as principal. If a firm or partnership provides the submission, state the name and address of each member of the firm or partnership. If a corporation provides the submission, an authorized officer or agent must sign the submission subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the state of Florida. Respondent must certify that all persons or entities having an interest as principal in the submission or in substantial performance of the Work have been identified.

12. DISQUALIFICATION OF RESPONDENTS

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

- (a) Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- (b) Submission of more than one Submittal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- (c) Evidence of collusion among Respondents.
- (d) Submission of materially false information with the Submittal.
- (e) Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- (f) Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- (g) 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.
- (h) Respondent has defaulted on a previous contract with the District or other public entity, which may be evidenced by a successful claim on Respondent's performance or payment bond due to the default.
- (i) 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.
- (j) 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 SUBMITTAL

Submittals must be delivered to the specified location and received before the applicable opening dates and times in order to be considered. Untimely submissions will be returned to the Respondent unopened. Submittals will be considered irregular and may be rejected if they show material omissions, alterations of forms, additions not called for, conditions, limitations, or other material irregularities. The District reserves the right to waive any minor deviations or irregularities in an otherwise valid submission.

The District reserves the right to reject any and all submissions 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. 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.

14. DIVERSITY OPPORTUNITY

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

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

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

16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

17. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - §287.05701, FLA. STAT.

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 Respondent is a responsible Respondent and (2) may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

18. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

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 RFQ is intended to remain tangible personal property and not become part of a public work owned by the District.

20. EVALUATION CRITERIA

EVALUATION CRITERIA: SPECIFIC PURPOSE SURVEY – ELEVATION TRANSECTS IN BLUE CYPRESS MARSH CONSERVATION AREA

Responses shall include sufficient information and documentation. Responses shall be evaluated using the criteria set forth below. The evaluation rating scale is as follows or as otherwise indicated for each criterion:

More adequate.....8 – 10 Less adequate 1 – 4
 Adequate5 – 7 Not covered in Submittal..... 0

	CRITERIA	SCORE	WEIGHT	TOTAL
1	<p>Respondent’s and subcontractors’ overall qualifications, capabilities, and availability to conduct work as presented in the Statement of Work.</p> <p>a) Provide a description of the Respondent and/or subcontractors’ overall qualifications and capabilities.</p> <p>b) Provide evidence of current professional status, including copies showing current Professional Surveyor license(s) in the State of Florida and other appropriate licenses or certifications if required for other project staff.</p> <p>c) If using a Subcontractor, include Proposed Subcontractors Form and a “Letter of Commitment” from each subcontractor stating that the subcontractor is committed to being a part of the Respondent’s team.</p> <p>d) Demonstrate an understanding of the requested services (collecting, processing, verifying, and delivering elevation survey data) as detailed in the Statement of Work.</p> <p>e) Provide a document showing the team organizational structure and identify specific names, functions, and availability of key personnel.</p> <p>f) Detail Respondent’s project management approach and capabilities.</p> <p>g) Indicate if Respondent is a certified Florida small and minority-owned business defined by the Florida Small & Minority Business Act of 1985.</p> <p>h) Demonstrate a willingness to meet Statement of Work, time, and budget requirements, including a description of contingency procedures designed to assure meeting these requirements.</p> <p>i) Complete all administrative District-provided forms below:</p> <ol style="list-style-type: none"> (1) Submittal Form (2) Proposed Subcontractors Form (3) Certificate as to Corporation (4) Affidavit as to Non-collusion and Certification of Material Conformance with Specifications (5) Qualifications (General) (6) Drug-Free Workplace Form (not required unless there is a tie) 		35%	
2	<p>Technical qualifications and experience of key personnel to conduct work as presented in the Statement of Work.</p> <p>a) Include information on the availability and adequacy of personnel that Respondent plans to have work on this project, including any special training and certifications (include resumes).</p> <p>b) Include information on Respondent’s experience during the past ten years as it relates to the SOW, and in elevation surveys, especially in similar field conditions.</p>		25%	
3	<p>Relevant experience and performance on surveying projects — emphasis on projects conducted within the last ten years (Complete all District-provided forms below).</p> <p>a) Similar Projects Form and Respondent-prepared documentation</p> <p>b) Client Reference Form</p>		30%	
4	<p>Location of Respondent’s Management Office or Project Manager relative to the District’s Palatka Headquarters or a District Service Center (Jacksonville, Apopka, or Palm Bay).</p> <p>Higher scores will be given to Respondents whose Management Office or Project Manager are located within 75 miles of the District’s Palatka Headquarters or one of its Service Centers (Jacksonville, Apopka, or Palm Bay). The District shall utilize the website maps.google.com and the shortest driving route to determine mileage to a District office.</p> <ul style="list-style-type: none"> • Within 0 - 75 miles of a District office = 10 points • Within 75 - 150 miles from a District office = 5 points • Greater than 150 miles from a District office = 0 points 		5%	

5	<p>Volume of District work previously awarded to Respondent.</p> <p>Submit documentation as to the volume of work (in dollars) awarded by the District to Respondent in the past ten years, including contracts, work orders, and purchase orders. Points will be allocated from 0 to 10; Respondents with higher awarded contract totals in the last ten years based on the solicitation date of this RFQ shall receive fewer award points. Respondents with no previous work awards may receive the highest allocation of points (10). Respondent with the highest volume of work will receive zero points. The District shall rely on its official financial records to resolve any discrepancies. Contracts, work orders, and purchase orders issued by the District in the last ten years shall be included in this total even if Respondent has not yet received payment.</p> <p>The District shall calculate scores as follows: The amount (in dollars) awarded to the Respondent with the highest volume of work in the last ten years shall represent the Allocation Basis Total (ABT). The ABT less a Respondent's total volume of work awarded shall be divided by the ABT and then multiplied by 10; the result rounded to the tenths shall represent the Respondent's score for this criterion.</p>		5%	
	TOTAL		100%	

21. EVALUATION AND AWARD PROCEDURES

- (a) Submittals will be evaluated by an Evaluation Committee (Committee) based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The Committee will meet at District headquarters or another location as appropriate to discuss the Submittals and their evaluations. Each Committee member will complete an evaluation form for each Respondent, from which the overall ranking of Submittals will be compiled. Evaluation forms may be submitted at or subsequent to the Committee meeting.
- (b) Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) Fla. Stat. and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- (c) Pursuant to §286.0113 Fla. Stat., if the District rejects all Submittals 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) Fla. Stat. 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 Submittals.
- (d) Following the evaluation process, the District will submit the final ranking to the Governing Board for approval and that competitive negotiations be instituted, except for those instances in which the authority to negotiate, approve, and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee's final ranking.
- (e) Contract negotiations will then commence with the highest-ranked Respondent. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the other Respondents in ranked order.
- (f) If two or more submissions 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 whose Proposal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082 Fla. Stat.; or (3) by lot.
- (g) The Agreement will be awarded to the highest-ranked Respondent, which successfully concludes negotiations with the District (the “Successful Respondent”). The Agreement may be modified based on the District’s acceptance of any alternatives listed in this solicitation that the District deems in its best interest.
- (h) The District reserves the right to award the Agreement to the next highest-ranked Respondent 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.
- (i) All Respondents will be notified of the District’s intent to award or decision to award the Agreement. For the purpose of filing a proposal protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

22. WITHDRAWAL OF SUBMITTAL

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

23. EXECUTION OF AGREEMENT

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

Unless all Responses 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;
- (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.

24. 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 Page 1 and same may also be accessed through the District’s website at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District’s headquarters, 4049 Reid Street,

Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

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.

25. 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.

FORMS

SUBMITTAL FORM

Include this form in the Submittal

RESPONDENT:

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

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

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

Respondent agrees that if its Submittal is accepted and subsequent competitive negotiations are successful, 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

PROPOSED SUBCONTRACTORS

Include this form in the Submittal (attach additional sheets if necessary)

Respondent must disclose each subcontractor, along with the portion(s) of the work Contractor intends the subcontractor to perform. Acceptance of the Submittal does not constitute approval of the subcontractors identified with the Submittal.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

Include this form in the Submittal

The below Corporation is organized under the laws of the state of _____ ; is authorized by law to respond to this solicitation and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing Submittal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

Attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

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

Include this form in the Submittal

STATE OF _____

COUNTY OF _____

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

- 1. I am the owner or duly authorized officer, representative, or agent of: _____ the Respondent that has submitted the attached Submittal.
2. The attached Submittal is genuine. It is not a collusive or sham Submittal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Submittal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham qualifications submittal in connection with the Agreement for which the attached qualifications submittal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached submittal of any other Respondent, or to fix any overhead, profit, or cost element of the submittal prices or the submittal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. If attached submittal is fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this Submittal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the Submittal

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

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under its present contractor/trade name: _____

Total number of years Respondent has experience with similar projects (elevation transects in densely vegetated wetland areas) 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 Response 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. Attach additional pages if necessary.

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 solicitation. This inquiry is intended to encompass: (a) the professional surveyor, (b) project team, and (c) on-site project manager who will be engaged on a daily basis in directing the Work. Attach additional pages if necessary.

Has Respondent defaulted on a previous contract with a public entity? Was a successful claim made against Respondent’s performance or payment bond due to the default? If yes to either question, please describe the nature and result of those proceedings and the entity and bonding company involved. Attach additional pages if necessary.

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the Submittal

Respondent (or a combination of the firm, individual, named subcontractor(s), or project manager assigned to the work) must have successfully completed at least one project of a similar nature (elevation transects in densely vegetated wetland areas). This project must have been completed within ten years prior to the date for receipt of Submittals. Respondent may also provide information on up to five additional projects, which may have been completed more than 10 years prior, as supplemental information to demonstrate qualifications of the Respondent. A Similar Project shall be defined as “a project including elevation surveys, especially in similar field conditions”. The District recognizes that subcontractors may have performed portions of the qualifying projects.

Completed Similar Project:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Equipment utilized to complete similar project: _____

Percentage of work Respondent performed with its own workforce (must be approximate): _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year: prior to June 24, 2024)

Project completed by (select one): Respondent: Subcontractor: _____

Name(s) of key personnel:

Professional Surveyor: _____

Project Manager: _____

Project Team: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCES

Include this form in the Submittal

Respondent must provide three client references, who can verify Respondent’s qualifications and performance record. Respondent must provide at least one client reference for a project completed within the past ten years and may include other client references from similar projects listed above that may date back more than 10 years. (For similar projects listed above, simply state “Similar Project No. ___.”)

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

QUALIFICATIONS — CLIENT REFERENCES (CONTINUED)

Include this form in the Submittal

Respondent must provide three client references, who can verify Respondent’s qualifications and performance record. Respondent must provide at least one client reference for a project completed within the past ten years and may include other client references from similar projects listed above that may date back more than 10 years. (For similar projects listed above, simply state “Similar Project No. ___.”)

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

RESPONDENT’S SUBCONTRACTOR Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

QUALIFICATIONS — CLIENT REFERENCES (CONTINUED)

Include this form in the Submittal

Respondent must provide three client references, who can verify Respondent’s qualifications and performance record. Respondent must provide at least one client reference for a project completed within the past ten years and may include other client references from similar projects listed above that may date back more than 10 years. (For similar projects listed above, simply state “Similar Project No. ___.”)

RESPONDENT’S SUBCONTRACTOR Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

RESPONDENT’S SUBCONTRACTOR Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Agency/Company address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Project start date: _____ Completion date: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie.

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
- 4.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS — **SPECIFIC PURPOSE SURVEY- ELEVATION**
TRANSECTS IN BLUE CYPRESS MARSH CONSERVATION AREA

Your reasons for not responding to this Request for Qualifications 39442 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 proposal. 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 _____

EMAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

AGREEMENT
 BETWEEN THE
 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 AND _____ FOR THE
 SPECIFIC PURPOSE SURVEY- ELEVATION TRANSECTS IN BLUE CYPRESS MARSH
 CONSERVATION AREA

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

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for Request for Qualifications (RFQ) 39442, Specific Purpose Survey – Elevation Transects in Blue Cypress Marsh Conservation Area (the “Work”), Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (a) advertisement for bids, proposals, or qualifications; (b) Instructions to Respondents; (c) addenda; certifications, and affidavits; (d) bid, proposal, or submittals; (e) 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 or exhibit hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items a-d). 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) **Commencement of Work.** Contractor shall commence the Work within 15 days of the Effective Date. Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.
- (d) **Completion Date.** The Completion Date of this Agreement is September 30, 2025, unless extended by mutual written agreement of the parties. All Work shall be completed for use no later than the Completion Date.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

- 3. OWNERSHIP OF DELIVERABLES.** 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 \$ To Be Determined (the "Total Compensation").

5. PAYMENT OF INVOICES

- (a) Contractor shall submit invoices after deliverables have been reviewed and approved by the District Project Manager 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. The invoices 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 the 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 for work completed, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice 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 20 business days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) **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 Contractor should

not include its Federal Employer Identification (FEIN) or its Social Security Number 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.** This Agreement does not include separate payment for travel expenses.
 - (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 Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
8. **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.
9. **PROJECT MANAGEMENT PERSONNEL**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Kimberli Ponzio, Project Manager
 St. Johns River Water Management District
 4049 Reid Street, Palatka, Florida 32177-2571
 Phone: (386) 329-4331
 Email: kponzio@sjrwmd.com

CONTRACTOR

TBD, Project Manager
 TBD
 TBD
 Phone: TBD
 Email: TBD

Richard Guilfoyle, Professional Surveyor and Mapper
 St. Johns River Water Management District
 4049 Reid Street, Palatka, Florida 32177-2571
 Phone (386) 326-3037
 Email: RGuilfoyle@sjrwmd.com

- (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 a competent Project Manager on site that is satisfactory to the District. The Contractor's Project Manager shall not be changed except with the District's consent, unless the Contractor's Project Manager proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The Contractor's Project Manager shall represent Contractor. All directions given to Contractor's Project Manager 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 Project Manager fails to carry the Work forward in a competent manner, follow instructions, 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.

10. 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct 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 that 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.

11. 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: (1) 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, (2) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (3) war, (4) flood, (5) earthquake, (6) fire, (7) severe wind storm, (8) acts of public disturbance, (9) quarantine restrictions, (10) epidemics or pandemics, (11) strikes, (12) freight embargoes, or (13) 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 of 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.

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

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
- (1) 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: (a) estimate and acceptance of a lump sum, (b) unit prices named in the contract or subsequently agreed upon, (c) costs and percentage or by (d) 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 District 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.

- (2) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

13. 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**
- (1) **Stop Work.** Contractor may stop work only under the following circumstances: (a) the Work is ordered temporarily discontinued by a court or other public authority; (b) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (c) 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.
- (2) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (a) 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; (b) 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.
- (3) **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)**

14. DEFINITIONS

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

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

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

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

CHANGE ORDER: A written agreement of the parties after the Effective 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.

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, Jr., Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day.

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

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

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

STATEMENT OF WORK: The District's written directions, requirements 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.

SUBCONTRACTOR: 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. When used in a bid, proposal, or this agreement, the word "Subcontractor" means the same as the word "Subcontractor."

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.

15. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish the Work. 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 work. Contractor shall not disturb lands or waters outside the area of work, 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.

16. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

17. AUDIT; ACCESS TO RECORDS. Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

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

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

20. CONTINGENT FEES. Pursuant to §287.055(6)(a), Fla. Stat., Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the District may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

21. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT. Contractor and any subcontractor 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.

22. 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 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 upon proper execution or results of 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 Contractor's Work, except as to defects which may develop in the other contractors' work after execution of Contractor's Work.

23. 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.

24. 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) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

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

26. 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 in 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 §448.095, Fla. Stat., and notifies Contractor of such, but Contractor has otherwise complied with the statute, then Contractor shall immediately terminate the contract with the subcontractor.

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

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (a) venue for any state proceedings shall be in Putnam County (b) venue for any federal legal proceedings shall be in Orange County; (c) each party shall bear its own attorney's fees, including appeals; (d) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

28. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.

Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

29. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (a) providing Workers' Compensation coverage for employees as required by law; (b) hiring employees or subcontractors necessary to perform the Work; (c) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (d) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (e) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (f) compliance with the Patient Protection and Affordable Care Act 42

U.S.C. §§ 18001, et seq.; and (g) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

30. LAND AND WATER RESOURCES. Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted, and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

31. 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) Contractor and its subcontractors shall procure all permits, including those required by the county or municipality wherein the Work is located, and submit a copy of the license used to pull each permit.
- (b) Contractor shall:
 - (1) give to the proper authorities all required notices relative to the Work;
 - (2) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
 - (3) furnish any bonds, security, or deposits required to permit performance of the Work;
 - (4) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
 - (5) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

32. PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY. Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of

temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

33. PUBLIC RECORDS

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (1) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify 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.
 - (2) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 - (3) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to the District.
 - (4) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If 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 AGREEMENT, 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**

- 34. 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.

35. REMEDIES FOR NON-PERFORMANCE

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function

that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

- 36. 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: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) 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.
- 37. 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 where Contractor is performing the Work. 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. Contractor shall ensure that only authorized personnel are allowed on the Premises and shall post notices warning both employees and the public of all safety hazards created by Contractor.
- 38. SCRUTINIZED COMPANIES CERTIFICATION.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification; or if Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification; or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 39. SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION**
- (a) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the District. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (b) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made

a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

40. TRUTH IN NEGOTIATIONS. This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$195,000 (see §287.055(5)(a), Fla. Stat.). Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other actual unit costs.

41. USE OF COMPLETED PORTIONS OF THE WORK. The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

42. 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.
- (c) Refer to the Technical Specifications for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the Technical Specifications, the language in this Agreement shall govern.

43. WORK SCHEDULE. For construction or other services at the project site, 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: _____

Attest: _____

Typed Name and Title

Attachments:

- Attachment A — Statement of Work
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — Contractor’s Cost Schedule (to be inserted prior to contract execution)

ATTACHMENT A — STATEMENT OF WORK
**SPECIFIC PURPOSE SURVEY – ELEVATION TRANSECTS IN
 BLUE CYPRESS MARSH CONSERVATION AREA**

I. BACKGROUND

The Blue Cypress Marsh Conservation Area (BCMCA) is located in Indian River County, Florida. It is located between the Fort Drum Marsh Conservation Area, to the south and Fellsmere Water Management Area to the north. Ground levels in some upper St. Johns River basin marshes have changed dramatically in response to past hydrologic conditions. For instance, new elevation surveys in over-drained marshes in St. Johns Marsh Conservation Area showed that there was significant soil loss, with subsidence of up to 1 ft. in some areas between 2000-2009. Conversely, areas in Ft. Drum Marsh Conservation Area, that had prolonged and deep flooding, increased in elevation of 0.7 ft. over 24 years (0.35 in/year). Determining current ground elevations in the Blue Cypress Marsh Conservation Area is critical for monitoring the impacts of water management activities, evaluating performance in meeting environmental hydrologic criteria, and calculating storage capacity and modeling hydrology for flood abatement and water supply.

II. OBJECTIVE

The primary objective of this work is to complete a certified Specific Purpose Survey of six transects completed by Morgan & Eklund, Inc. in Dec. 1992, (south E-W line approximately 5.1 miles in length, north E-W line approximately 5.5 miles in length) and Carter and Associates, Inc. in June 1997, (east N-S lines 4.1 miles in length, west N-S lines 4.2 miles in length). The District will provide the contractor with previous surveys performed by Morgan and Eklund, Inc. and Carter and Associates, Inc.

III. SCOPE OF SERVICES

- (a) The Contractor will provide a certified Specific Purpose Survey of six transects shown on Exhibit A, which are located within the Blue Cypress Marsh Conservation Area.
- (b) The Contractor may gather elevation data using RTK GPS with corrections provided by the Florida Permanent Reference Network. All point locations collected with RTK GPS must contain a minimum of 60 Epoch per data point. The GPS Receiver antenna must be mounted with sufficient height as to clear any obstructions caused by vegetation during data collection. All coordinates will refer to NAD 1983 HARN UTM ZONE 17N METERS Datum. All elevations will refer to NAVD (88) Feet.
- (c) All copies of the Specific Purpose Survey will be certified by the Contractor in responsible charge as meeting the minimum technical standards set forth pursuant to Section 472.027, Florida Statutes.

IV. TASK IDENTIFICATION

The Contractor shall perform a survey of six (6) transects in accordance with the Standards of Practice for Surveying and Mapping pursuant to Chapters 5J-17 and 61G17 Florida Administrative Code.

For all Transects #1 thru #6, the following criteria must be met:

- (a) The Contractor shall determine elevations at two hundred (200) foot intervals on natural ground within the limits of the Blue Cypress Marsh Conservation Area.
- (b) The Contractor shall determine elevations at any break or change in natural ground elevation. In addition, elevations will be taken at five (5) foot intervals in canals, ditches, rivers, airboat trails or open water bodies or wherever necessary to show detailed features such as mounds, levees, gaps, and depressions.
- (c) The Contractor shall show current water surface elevations, when standing water of at least 3 inches is encountered, measure the water elevation (ft) when it is first encountered and every 2,500 feet, thereafter, noting the X, Y coordinates. Water elevation measurements will be discontinued when water depth falls below 3 inches. The minimum distance for surveying water level in a “ponded area” shall be 200 feet.
- (d) The Contractor may offset up to 200 feet from designated transect to avoid dense vegetation. When Contractor offsets, they will determine natural ground shots along said offset line and provide the offset X, Y coordinates.

Task 1: Transect Line 1 (~5.1 miles) approximately 3,000 ft. north of SR60

Beginning at the west toe of the L-77W levee and proceeding at a bearing of N 89°08'55" W with locations as shown in exhibit A for transect #1 to the western boundary of BCMCA at the toe of Presley's levee.

Task 2: Transect Line 2 (~5.6 miles) approximately 12,000 ft. north of SR60

Beginning at the west toe of the L-77W levee and proceeding at a bearing of N 89°08'42" W with locations as shown in exhibit A for transect #2 to the western boundary of BCMCA at the toe of Presley's levee.

Task 3: Transect Line 3 (~0.6 miles)

Beginning within the north right-of-way of State Road 60 and proceeding at a bearing of N 14°31'52" E with locations as shown in exhibit A for transect #3 to the intersection of transect #1.

Task 4: Transect Line 4 (~3.5 miles)

Beginning along transect #1 and proceeding at a bearing of N 00°04'48" E with locations as shown in exhibit A for transect #4 to the centerline of levee L-76.

Task 5: Transect Line 5 (~0.6 miles)

Beginning within the north right-of-way of State Road 60 and proceeding at a bearing of N 09°31'32" E with locations as shown in exhibit A for transect #5 to the intersection of transect #1.

Task 6: Transect Line 6 (~3.7 miles)

Beginning along transect #1 and proceeding at a bearing of N 00°00'02" E with locations as shown in exhibit A for transect #6 and terminating at a depth of three (3) feet within Blue Cypress Lake.

V. TIMEFRAMES AND DELIVERABLES

During the contract work period, the Contractor shall provide biweekly status reports to the District Project Manager for the prior two week's work. The written report shall include progress on survey preparation and length of transect data collection completed (inclusion of elevation data is not required). The Contractor should report on any issues or problems encountered that may affect the timeframe of the contract. Biweekly reports may be submitted via email or in writing.

The Contractor shall submit to the District the following deliverables within 120 days of the contract effective date:

- (a) the Specific Purpose Survey, along with field notes, sketches, and descriptions;
- (b) an Autodesk Civil3D compatible electronic copy (DWG file);
- (c) an ArcGIS point shapefiles with x, y, and z coordinates in NAD_1983_HARN_UTM_Zone_17N meters datum; and
- (d) a PDF electronic copy of the survey map, and five signed and sealed 24"x36" hard copies.

District Project team will review deliverables within two weeks of submittal and, if accepted, will remit payment of project invoice.

VI. BUDGET

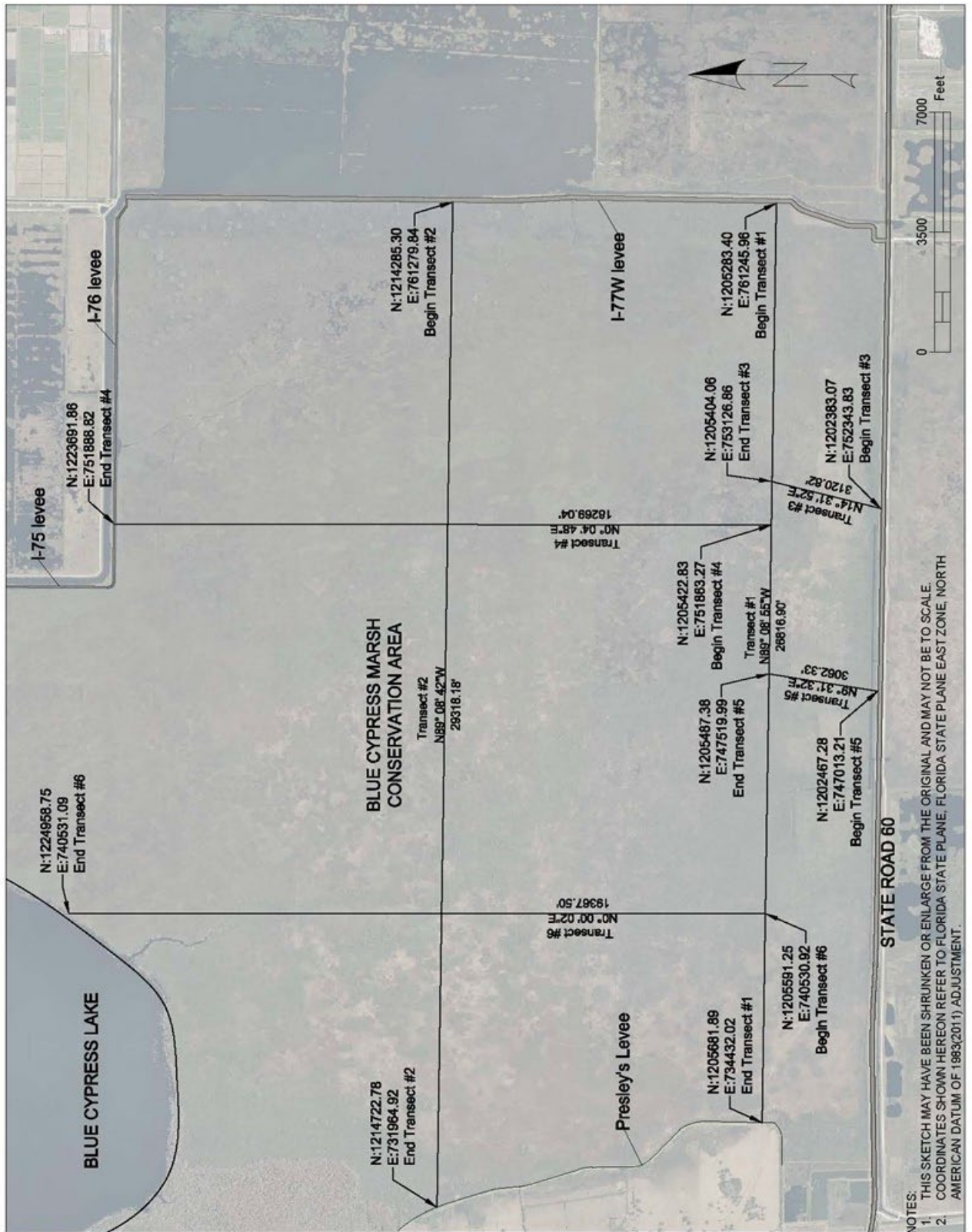
The District agrees to compensate Contractor in accordance with the contract terms in the amount not to exceed \$300,000.

ATTACHMENTS:

Exhibit 1 - Blue Cypress Marsh Conservation Area transects #1 through #6 locations.

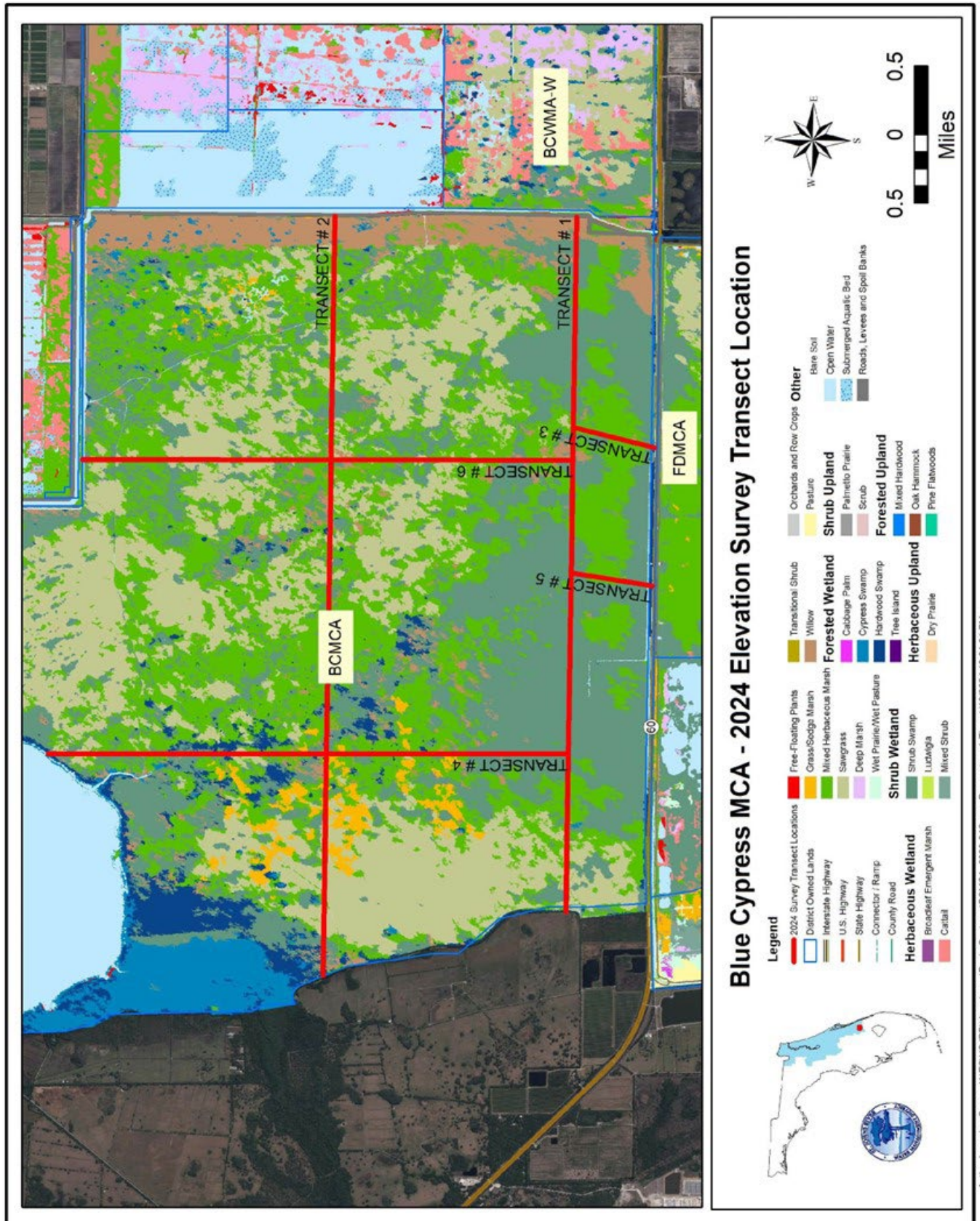
Exhibit 2 - Blue Cypress Marsh Conservation Area plant community map showing the terrain and plant communities for access considerations.

Exhibit 1 – Blue Cypress Marsh Conservation Area Transect Location Map



NOTES:
1. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
2. COORDINATES SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA STATE PLANE EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT.

Exhibit 2 - Blue Cypress Marsh Conservation Area Plant Community Map



Author: kponzib, Source: X:\ES\US\RB\user\gponzib\Basin_Contours\BCMCA_2023-24\SurveyRequest.mxd, Time: 1/19/2024 12:01:21 PM

ATTACHMENT B — INSURANCE REQUIREMENTS

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

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an 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) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

FROM: Kimberli Ponzio, Project Manager

CONTRACT NUMBER: 39442

CONTRACT TITLE: **SPECIFIC PURPOSE SURVEY – ELEVATION TRANSECTS IN BLUE CYPRESS MARSH CONSERVATION AREA**

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: _____
Kimberli Ponzio, District Project Manager

Acknowledged: _____ Date: _____
Amy Lucey, District Senior Procurement Specialist

c: Contract file
Financial Services