

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AERIAL HERBICIDE APPLICATION  
INVITATION FOR BID 38951**

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 pm, September 19, 2023**. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing LaDonna Johnson, Associate Procurement Specialist, at 386-329-4592 or [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com). Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting Bid Submittals from firms providing aerial herbicide application to support the District’s invasive plant management program. The invasive plant management program of the District controls nuisance upland and aquatic vegetation on approximately 450,000 acres of District-owned properties throughout its 18 counties. Additionally, the Florida Fish and Wildlife Conservation Commission contracts with the District to provide control of nuisance aquatic vegetation in eight public lakes to control undesirable vegetation and prevent spreading of these plants to promote propagation of desirable native plant species.

The objective of this solicitation is to obtain a vendor to provide aerial herbicide application to maintain control of nuisance aquatic vegetation to improve flood protection, navigation, recreation, restoration, and water quality and to control nuisance upland vegetation for protection of plant and animal communities. The successful Respondent will be required to use helicopters for herbicide applications on District-managed lands. Aquatic sites will include, but are not limited to ditch banks, canals, drainage ditches, flooded farmland, marshes, lakes, and meandering river systems. Additional information is provided in the sample contract scope of work included in this solicitation.

The initial term of the Agreement is three years (October 12, 2023 – September 30, 2026). The estimated budget for the first District fiscal year (October 1, 2023 – September 30, 2024) of this project is \$1,005,000. The Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party. Staff’s recommendation of award will be presented to the District’s Governing Board on October 10, 2023.

**Americans With Disabilities Act (ADA)**

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

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## INSTRUCTIONS TO RESPONDENTS

### 1. DEFINITIONS

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

### 2. CONTRACT ADMINISTRATION

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

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

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

### 3. WHERE TO SUBMIT BID

**Respondent must submit its Bid either by (1) uploading to Demandstar, or (2) delivered in “digital format” in a sealed envelope. Instructions for submitting are provided below.**

Demandstar upload: Bids may now be uploaded directly to [www.demandstar.com](http://www.demandstar.com)

OR

Delivered “digital” format: All digitally submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive **MUST** be placed in a sealed envelope – **DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.** Digital bids must be mailed or hand-delivered, in a sealed envelope to:

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

Respondents must clearly label the mailed or hand-delivered Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN  
 Respondent’s Name: \_\_\_\_\_  
 Invitation for Bid: 38951  
 Opening Time: 2:00 p.m.  
 Opening Date: September 19, 2023

#### 4. **OPENING OF BIDS**

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

2:00 p.m., September 19, 2023  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

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

#### 5. **PREPARATION AND ORGANIZATION OF BID DOCUMENTS**

Respondent must adhere to the following instructions regarding the preparation and organization of their Bid:

1. Respondents must submit the following fully completed and executed (if applicable) documents on reproduced copies of the attached forms provided in FORMS:

TAB 1: BID FORM AND COST SCHEDULE

- a. Bid Form
- b. Cost Schedule

TAB 2: ADMINISTRATIVE REQUIRED FORMS

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

TAB 3: QUALIFICATION DOCUMENTATION

- a. Qualifications Form General
  - b. Qualifications Form Similar Projects
  - c. Documentation of Resources Form (personnel and equipment) and documentation requested therein.
  - d. Client References, Subcontractors, and other required qualification forms
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.

3. Respondent must follow all procedures for uploading to Demandstar or digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by this solicitation, including the forms and questionnaires listed under "1" above, must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe). The file-naming conventions for the bid shall include:
  - a. Bid: IFB # Respondent's name (abbreviated) Due Date  
(Example: IFB 12345 ABC Company 01-15-16)
5. 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 bid.

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

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

## 6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by fax at 386-329-4546 or by email at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

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

## 7. BUDGET ESTIMATE

The estimated budget for the initial contract term (October 12, 2023, through September 30, 2026) is \$3,015,000 (\$1,005,000 per District Fiscal year). This amount is an estimate only and does not limit the District in awarding the Agreement.

Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or

delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

## 8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (General, Similar Projects, Client References and Additional Documentation) provided in these documents to document the minimum qualifications listed below. **Failure to include these forms with the Bid may be considered non-responsive.**

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed three projects of a similar nature, applying herbicide to at least 30,000 acres to upland and aquatic vegetation via helicopter for either private firms or public entities during the past three years. At least 10,000 of the 30,000 acres must have been performed for a firm or entity other than the District applying both liquid and dry formulations of herbicides, as well as provide precise spot herbicide application techniques (*Respondent must use form Qualifications – Similar Projects provided under the section “FORMS”*).
- b. Respondent must submit documentation showing that it has no less than five years of experience aerially applying herbicide via helicopter successfully treating floating, submersed, and terrestrial vegetation both in environmentally sensitive and natural areas. (*Respondent must use form Qualifications – General provided under the section “FORMS”*).
- c. Respondent must have successfully applied both liquid and dry formulations of herbicides, as well as provide precise spot herbicide application techniques. (*Respondent must use form Qualifications – Similar Projects provided under the section “FORMS”*)
- d. Respondent must provide three client references. At least two of the client references must be from the similar herbicide application work listed in response to sub-paragraph 8(a), above. No more than one of the client references may be from similar herbicide treatment work successfully administered for the District. If herbicide application work successfully completed for the District is cited, do not request a letter from District staff. (*Respondent must use form Qualifications – Client References provided under the section “FORMS”*).

### REQUIRED RESOURCES (EQUIPMENT AND PERSONNEL):

- e. Respondent (or a combination of the firm, individual or project manager assigned to the work) must have at least 3 pilots/applicators. For each pilot/applicator the Respondent must provide:
  - i. A brief resume
  - ii. Documentation of Commercial or Airline Transport Pilot (ATP) certificate with rating for Rotorcraft as well as written evidence of 14 CFR Part 133 certificate for external loads, and Part 137 certificate for Agricultural Aircraft Operator competency/proficiency check
  - iii. Documentation to substantiate 100 hours of aerial spraying experience as pilot-in-command
  - iv. A copy of their Federal Aviation Administration (FAA) license and medical certificate (*must be current as of the date set for receipt of bids*)
  - v. A copy of their Florida Department of Agriculture and Consumer Services (FDACS) applicator’s aerial license (*must be current as of the date set for receipt of bids*)
- f. Aerial Application Equipment: Respondent shall provide documentation to show that the following equipment meets the contract requirements – the documentation must also substantiate that the Respondent possesses/owns/leases the equipment:
  - i. Three helicopters (may be owned or leased) minimum Gross Weight of each – 4,000 lbs.
  - ii. All aircraft performing aerial herbicide application shall be registered with FDACS.

- iii. On-board computer guidance system with the same or equivalent capabilities as the AG-NAV system with a moving map display able to store areas, with the ability to transmit to the District completed treatment lines in .shp format compatible with ArcMap.
- iv. Each helicopter shall have on-board herbicide carrying capacity of 120 gallons minimum.
- v. Spot Spraying Application
  - a. The Respondent shall provide documentation to show it is capable of spot spraying target plant populations within an area as low as 1 square meter with minimal collateral damage to surrounding native plant communities.
- vi. The Respondent shall have the following ground and operational equipment:
  - a. Sufficient batch trucks and qualified drivers to service each helicopter safely and efficiently and for mixing operations. Each Batch truck must include a liquid Flow Meter for monitoring all transfer of solutions.
  - b. Batch trucks shall have a spill recovery plan and containment kit.
  - c. All drivers shall have a minimum of a class B Commercial Driver's License with a Hazardous Materials Endorsement.
  - d. A Class A Commercial Driver's License with a Hazardous Materials Endorsement will be required for any vehicle combination class meeting those requirements.

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

## 9. SUBCONTRACTS

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work on the attached "Proposed Subcontractors" form. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

## 10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal.

If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership.

If a corporation submits the Bid, an authorized officer or agent must sign the Bid, 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 Bid or in substantial performance of the Work have been identified in the Bid forms.

## 11. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

## 12. REJECTION OF BID

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

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

## 13. WITHDRAWAL OF BIDS

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

## 14. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the 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 bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- e. The District reserves the right to award the Agreement to the next lowest available 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.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

## 15. EXECUTION OF AGREEMENT

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

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

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- d. All other information and documentation required by the Agreement

The District will not execute the Agreement 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.

## 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 Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

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

#### **17. DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

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

#### **19. FLORIDA SALES TAX**

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

#### **20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

In accordance with §287.133 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, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

#### **21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES**

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

## 22. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

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.

## 23. 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 written Notice of Protest within 72 hours after its posting.

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

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

Include this form in the response under TAB 1

RESPONDENT:

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Typed name and title

COST SCHEDULE
Include this form in the response under TAB 1

Bid to be opened at 2:00 p.m., September 19, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Aerial Herbicide Application, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks). The Agreement will be awarded to the lowest responsive and responsible Respondent for the Per Acre Cost below (Item 1). Respondents should not have any expectation or promise as to the quantities of work that the District will require under this solicitation.

Respondents must provide pricing for all of the following bid items:

1. Aerial Application of Herbicides — Per Acre Cost..... \$

Bid items not used to determine award of Agreement (all items must be completed):

2. Additional Pricing: \*

a. Aerial Spot Spraying Application of Herbicides — Per Hour Cost..... \$

b. Pre- and Post-Inspection Surveillance — Per Hour Cost ..... \$
(One to three observers/passengers will be involved with surveillance flights.)

3. Fuel Allocation: \*

a. Fuel Allocation (percentage allocated to fuel in per acre spraying cost).....%

b. Fuel Allocation (percentage allocated to fuel in per hour surveillance cost).....%

\* The cost included under "Additional Pricing" and "Fuel Allocation" will not be used as a basis for award of the bid. Flights for Pre- and Post-Inspection Surveillance and Aerial Spot spraying application of herbicides may or may not be included as a component of the awarded contract. For Pre-and Post-Inspection Surveillance flights, one to three observers/passengers, along with the pilot, will be required.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

Respondent (firm name) Date

Address

E-mail address

Signature Telephone number

Typed name and title

**PROPOSED SUBCONTRACTORS**  
 Include this form in the response under TAB 2

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than 10 percent (10%) of the Work by providing the information requested below. If none, so indicate. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid. Attach additional sheets if necessary.

1. Name and address of subcontractor: \_\_\_\_\_  
 \_\_\_\_\_

Description of work: \_\_\_\_\_  
 \_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_  
 \_\_\_\_\_

Description of work: \_\_\_\_\_  
 \_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_  
 \_\_\_\_\_

Description of work: \_\_\_\_\_  
 \_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_  
 \_\_\_\_\_

Description of work: \_\_\_\_\_  
 \_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_  
 \_\_\_\_\_

Description of work: \_\_\_\_\_  
 \_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

CERTIFICATE AS TO CORPORATION  
Include this form in the response under TAB 2

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

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 bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS  
Include this form in the response under TAB 2

STATE OF \_\_\_\_\_

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

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

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

\_\_\_\_\_ the Respondent that has submitted the attached bid.

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

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

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

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

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

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

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

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

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

Notary Public, state of \_\_\_\_\_ at Large

My commission expires:

(SEAL)

Personally known OR  Produced identification, Type of Identification Produced: \_\_\_\_\_



QUALIFICATIONS — GENERAL  
Include this form in the response under TAB 3

As part of the submittal, 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 the present firm or trade name: \_\_\_\_\_

Total number of years Respondent has experience aerially applying herbicides via helicopter successfully treating floating, submersed, and terrestrial vegetation both in environmentally sensitive and natural 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.

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

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

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QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response under TAB 3

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed three projects of a similar nature, applying herbicide to at least 30,000 acres to upland and aquatic vegetation via helicopter for either private firms or public entities during the past three years. At least 10,000 of the 30,000 acres must have been performed for a firm or entity other than the District applying both liquid and dry formulations of herbicides, as well as provide precise spot herbicide application techniques.

(Use this form and succeeding page to document compliance with the minimum acreage requirement)

**Completed Project 1:**

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

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

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

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

Total acreage successfully treated for this company during the past three years: \_\_\_\_\_

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

Description of work involving aerial application of herbicides (via helicopter) for this company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of assigned personnel:

Respondent's Project manager: \_\_\_\_\_

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

\_\_\_\_\_

Please select the type of formula used for this project:

- Liquid formulation of herbicides
- Dry formulation of herbicides
- Spot herbicide application

QUALIFICATIONS. — SIMILAR PROJECTS (continued)  
Include this form in the response under TAB 3

**Completed Project 2:**

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

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

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

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

Total acreage successfully treated for this company during the past three years: \_\_\_\_\_

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

Description of work involving aerial application of herbicides (via helicopter) for this company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of assigned personnel:

Respondent's Project manager: \_\_\_\_\_

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

Please select the type of formula used for this project:

- Liquid formulation of herbicides
- Dry formulation of herbicides
- Spot herbicide application

QUALIFICATIONS. — SIMILAR PROJECTS (continued)  
Include this form in the response under TAB 3

**Completed Project 3:**

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

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

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

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

Total acreage successfully treated for this company during the past three years: \_\_\_\_\_

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

Description of work involving aerial application of herbicides (via helicopter) for this company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of assigned personnel:

Respondent's Project manager: \_\_\_\_\_

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

Please select the type of formula used for this project:

- Liquid formulation of herbicides
- Dry formulation of herbicides
- Spot herbicide application

QUALIFICATIONS — CLIENT REFERENCE  
 Include this form in the response under TAB 3

Respondent must provide three client references. At least two of the client references must be from the similar herbicide application work listed in *Qualifications – Similar Projects*. No more than one of the client references may be from similar herbicide treatment work successfully administered for the District. If herbicide application work successfully completed for the District is cited, do not request a letter from District staff. The evaluation team will use closeout documents for that work in lieu of a letter of reference and may consult with the District project manager. (For similar projects listed above, simply state “Similar Project No. \_\_\_.”)

**Client Reference 1:**

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

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

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

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

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

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

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

**Client Reference 2:**

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

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

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

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

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

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

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

**Client Reference 3:**

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

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

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

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

Description and types of aerial herbicide application work performed: \_\_\_\_\_

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

## DOCUMENTATION OF RESOURCES

Include this form and all documentation requested below in the response under TAB 3

Respondent must provide all documentation to support each of the following:

1. **Pilots/Applicators** – minimum of three; for each pilot, the Respondent must provide:
  - A brief resume
  - Documentation of Commercial or Airline Transport Pilot (ATP) certificate with rating for Rotorcraft, as well as written evidence of 14 CFR Part 133 certificate for external loads, and Part 137 certificate for Agricultural Aircraft Operator competency/proficiency check
  - Documentation to substantiate 100 hours of aerial spraying experience as pilot-in-command in herbicide treatments
  - A copy of their Federal Aviation Administration license and medical certificate (*must be current as of the date set for receipt of bids*)
  - A copy of their Florida Department of Agriculture and Consumer Services (FDACS) applicator's aerial license (*must be current as of the date set for receipt of bids*)
2. **Aerial Application Equipment:** Respondent shall provide documentation to show that the following equipment meets the contract requirements – the documentation must also substantiate that the Respondent possesses/owns/leases the equipment:
  - Three helicopters (may be owned or leased), each with:
    - Minimum Gross Weight of each – 4,000 lbs.
    - On-board computer guidance system with the same or equivalent capabilities as the AG-NAV system with a moving map display able to store areas, with the ability to transmit to the District completed treatment lines in .shp format compatible with ArcMap.
    - On-board herbicide carrying capacity of 120 gallons minimum
    - FDACS registration for all aircraft performing aerial herbicide applications
  - Spot Spraying Application - documentation to show it is capable of spot spraying target plant populations within an area as low as one square meter with minimal collateral damage to surrounding native plant communities
  - Ground and operational equipment – by checking below, Respondent affirms that it has the following group and operational equipment:
    - Sufficient batch trucks and qualified drivers to service each helicopter safely and efficiently and for mixing operations. Each Batch truck must include a liquid Flow Meter for monitoring all transfer of solutions.
    - Batch trucks have a spill recovery plan and containment kit.
    - All drivers shall have a minimum of a class B Commercial Driver's License with a Hazardous Materials Endorsement.
    - A Class A Commercial Driver's License with a Hazardous Materials Endorsement will be required for any vehicle combination class meeting those requirements.

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response under TAB 2

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

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

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

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

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

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

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION FOR BIDS 38951

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

Please check (as applicable):

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_



**AGREEMENT BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR  
AERIAL HERBICIDE APPLICATION**

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 38951, Aerial Herbicide Application (the “Work”). In accordance with IFB 38951, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from October 12, 2023 (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) **Completion Date.** The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed in accordance with the time frames in the Statement of Work but no late than the Completion Date.
- (c) This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.

**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.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor according to the Cost Schedule set forth in the Statement of Work, a sum not to exceed \$3,015,000 (the “Total Compensation”). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:

Fiscal Year: October 1, 2023 – September 30, 2024	Amount:.....	\$1,005,000
Fiscal Year: October 1, 2024 – September 30, 2025	Amount:.....	\$1,005,000
Fiscal Year: October 1, 2025 – September 30, 2026	Amount:.....	\$1,005,000

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

- (b) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties’ current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) (“Annual Spending Plan”). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall promptly notify the District’s Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

5. **PAYMENT OF INVOICES**

- (a) Contractor shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwm.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the

District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten 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 other requirements of the Statement of Work; (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
8. **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.

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

**10. PROJECT MANAGEMENT PERSONNEL**

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

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Peter Henn, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
525 Community College Pkwy, SE	TBD
Palm Bay, FL 32732-9054	TBD
Phone: 407-832-0509	Phone: TBD
Email: phenn@sjrwmd.com	Email: TBD

(b) The District’s Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.

(c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District’s consent unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor’s Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District’s instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor

replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

## 11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
  2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

## 12. FORCE MAJEURE; DELAYS

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

delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

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

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. 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**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (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.

#### 14. TERMINATION AND SUSPENSION

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

Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing unless the period of suspension is stated in the notice.

**(e) Contractor's Right to Stop Work or Terminate Agreement**

- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**15. DEFINITIONS**

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

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

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

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

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

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

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

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

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



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

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

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

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

**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.

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

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

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

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

**WORK:** All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

## 16. ACCESS; WORK AREA; GATES

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

## 17. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement,

but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days, the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.

- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

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

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

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

**21. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**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 its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

### **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 the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

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

**26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

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

**27. EMPLOYMENT ELIGIBILITY.**

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. 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](http://www.e-verify.gov).
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the

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

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

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state proceedings is Putnam County or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

**29. 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.

**30. INDEPENDENT CONTRACTOR.**

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

**31. LAND AND WATER RESOURCES.**

Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, 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.

- 32. NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
- 33. PERMITS AND LICENSES, COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

#### **34. PUBLIC RECORDS**

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.

- (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
  - (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.
- (d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

**35. 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.

**36. 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.

**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. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

**38. SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if 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, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**39. 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.

**40. WORK SCHEDULE.** The District Project Manager shall approve the dates and times of the Work.

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

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

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

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

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

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

- Attachments:
- Attachment A – Statement of Work/Technical Specifications
  - Attachment B – Insurance Requirements
  - Attachment C – District’s Supplemental Instructions (sample)
  - Attachment D – Contractor Reporting Form
  - Attachment E – Organo-Auxin Herbicides Form
  - Attachment F – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

**ATTACHMENT A — STATEMENT OF WORK**  
**AERIAL HERBICIDE APPLICATION**

**I. Introduction/Background**

The St. Johns River Water Management District (District) covers an area of approximately 12,283 square miles spanning 18 counties. The District is the lead manager of more than 425,000 acres of public lands, while it manages another 335,000 acres through a variety of partnerships with numerous agencies and local governments. The District is charged with four core missions, including water quality protection, water resource conservation, flood protection and the stewardship of natural systems. Vital to achieving these core missions is the invasive plant management program, which is responsible for the control of nuisance upland and aquatic vegetation on all District-owned conservation areas/restoration areas, including multiple water management areas, 111 miles of federal levees, 100 miles of non-federal levees, 12 major water control structures, and six pumping stations. As a Contractor for the Florida Fish and Wildlife Conservation Commission, the District also maintains control of nuisance aquatic vegetation in eight public lakes and rivers. Properties located throughout the District's eighteen counties require eradication of undesirable vegetation to prevent spreading and endangering native and desirable vegetation.

The District takes an integrated approach toward achieving invasive management goals in order to minimize non-target impacts and potentially reduce the amount of chemical usage. The variety of methods utilized to maximize efficacy of invasive vegetation control, in addition to chemical control include prescribed burning, biocontrol, mechanical, and water level manipulations where feasible.

Compliance with all laws (State and Federal) and permits are required. Failure to comply may result in immediate termination. Importantly, the District must comply with the National Pollutant Discharge Elimination System (NPDES). As such, the invasive plant program supervisors approve all plans for herbicide application prior to commencement of work and rigorously tracks all herbicide usage by location and targeted plant species. The Contractor will only conduct treatments approved by the District.

**II. Objective**

The objective of this agreement is to maintain control of nuisance aquatic, emergent and/or upland vegetation to improve flood protection, navigation, recreation, water quality, and for the protection of plant and animal communities.

**III. Scope of Work**

The Contractor shall provide all helicopters, pilots, equipment, and labor as outlined in the minimum requirements of this solicitation. Helicopters will be used for all applications of herbicides for forestry site-prep on terrestrial sites and invasive plant control on aquatic sites on the lands managed by the District. Aquatic sites include ditch banks, canals, drainage ditches, flooded farmland, marshes, lakes, and meandering river systems. Terrestrial sites may include both preparation of pasture and flatwoods and control of invasives that are overtopping vegetation of various systems. Aerial application of all herbicides will be recorded using an on-board computer guidance system with the same or equivalent capabilities as the AG-NAV system. Flights for pre- and post-inspection/surveillance for one to three observers/passengers will be required.

The District will identify treatment areas based upon weather conditions, growth stage of the target vegetation and other variables. Nuisance plant species shall be treated in accordance with District guidelines established for each individual site. Contractor shall perform the specified services on an as-needed basis as directed by the District's Project Manager. This work environment and the

seclusion/distance of available District personnel requires that the Contractor be self-sufficient and have ready use of equipment required.

All herbicide application shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24(c) (SLN) herbicide labels. Contractors shall ensure that crews have access to all appropriate labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides. The Contractor shall comply with all pertinent regulations, including, but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS) and NPDES.

#### IV. Task Identification

##### Contractor Responsibilities:

###### **General:**

- Contractor will conduct aerial application of herbicides in the areas and as directed by the District Project Manager.
- Contractor must be able to begin work within 14 days of the initial notice from the District's Project Manager.
- Once mobilized, work effort shall continue consecutive workdays until the project is complete. Upon the agreement between the District Project Manager and Contractor, work may be suspended due to inclement weather or other unforeseen need for delay. Wind velocity measurements in excess of seven (7) miles per hour while applying chemicals may cause the aerial spraying to be canceled, except for 2-4-D products, which will be canceled at five miles per hour, as per the label requirements. The District Project Manager shall determine when work can commence after delay.
- Contractor is responsible for the repair, restoration, or replacement of any native and/or non-target species vegetation or property damaged as a result of any activity by the Contractor, at no cost to the District and to the satisfaction of the District Site Manager.
- Contractor shall have at each work site, a properly functioning wind meter and comply with all pertinent regulations, including, but not limited to the Organo-Auxin Rule, set forth by FDACS and NPDES.
- Contractor shall adhere to all Federal, State, and local regulations governing the application, transportation, storage, use and disposal of products utilized in the performance of this contract. These regulations include, at a minimum, Federal Insecticide, Fungicide and Rodenticide Act (F.I.F.R.A.), CFR 1920, OSHA General Industry Standards, and Chapter 487, Florida Statutes.
- Contractor shall adhere to the organ-auxin rule (5E-2.033, FAC) while applying organo-auxin and plant growth regulator products. It is recommended that the contractor fill out the FDACS suggested pesticide record keeping form for these applications.
- Contractor shall handle and apply herbicide and adjuvants according to the most current manufacture's label instructions.
- Contractor shall clean all equipment prior to arrival at the worksite of all biological material. If equipment arrives at the site and is not properly sanitized it shall be denied access. If sites have a variety of infestations the Contractor may be required to clean equipment prior to continuing work. A general reference can be found in the U.S. Dept of Interior, Bureau of Reclamation, Denver, Colorado, Technical Memorandum No. 86-68220-07-05, Inspection and Cleaning Manual for Equipment and Vehicles to prevent the spread of Invasive Species, May

2020

or at <https://invasivespecies.wa.gov/wpcontent/uploads/2019/08/InvsvsPreventProtocol.pdf>. It is the minimum expectation that all tracks, tires, trailers, truck beds and radiators will be free of biological material in addition to any other areas prone to collections of such items including small seeds. In addition to equipment, attire including shoes and boots should be free of seeds that may become lodged.

- Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks. If a Contractor observes endangered species, it shall be immediately reported to the District Site Manager. Contractor shall be familiar with rules, laws and guidelines that restrict activities around endangered wildlife.
- Contractor is responsible for understanding objectives and the District Site Manager instructions and shall request clarification or additional information when the intent of the objectives or, specific instructions are unclear, or any other issues or concerns related to the project.
- Contractor shall plan and implement treatments using a systematic, efficient approach. Vegetation management activities shall be executed in a methodical, ordered manner, so that efficient, complete, and safe outcomes are achieved with minimal disturbance to natural resources.
- Contractor is responsible for all quality assurance and quality control. Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. It is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the Work Order. District staff may provide quality assurance feedback that is gathered by a variety of means including site visits, aerial observation (drone or helicopter) and cameras.
- Contractor is responsible for technical aptitude of its personnel, including, but not limited to, staff coordination, adherence to cost and time schedules, herbicide use patterns, invasive exotic, and native plant identification.
- Contractor shall remain abreast of alternative and emerging technologies and make recommendations for implementation of technologies that reduce the environmental footprint of herbicide applications.
- Contractor shall be responsible for protecting the environment and the public from herbicide misuse.
- Contractor shall provide two-way radio communication between helicopter and Contractor's ground crew at all times.

***Materials and application:***

- Mixing of the materials shall be the responsibility of Contractor at the site. Contractor shall be responsible for rinsing and disposal of containers according to specified regulations. District personnel may at their discretion dispose of only those containers that have been properly rinsed by Contractor.
- The Contractor shall monitor all mixing operations and bulk transfers of solutions by means of flow meters. The quantities of materials monitored shall be recorded by Contractor on forms supplied by the District.
- Contractor shall have the right to examine the spray materials.

- Contractor has full responsibility for accurately treating the sites(s). Areas not treated, either by malfunctioning equipment or missed flight patterns, as well as areas not treated or not responding to treatment, may be required to be reapplied at Contractor's expense.
- Upon completion of the treatment, Contractor shall verify or amend the data on Contractor's Aerial Spray Report and have it co-signed by the District representative. A copy of the report shall be submitted to the District's Invasive Program Supervisor.
- Applications shall be performed by the Contractor in such a manner as to protect the public, non-target areas/species, and the environment.
- Upon completion of the treatments, Contractor must provide the data on the daily application records on the Contract Reporting Form (Attachment C, Contractor Reporting Form), provided by the District. A copy of the report shall be submitted to the District with each invoice.

***Pilots and other personnel:***

- Contractor shall provide one person (field supervisor) assigned as the main point of contact, at least one for each region, for the duration of the contract to ensure maximized application time and reduced training time.
- Contractors shall ensure that crews have access to all appropriate labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides.
- Contractor shall ensure at least one person shall be on-site and qualified to administer first aid in accordance with 29CFR 1910.151, OSHA General Industry.
- Contractor shall provide at least one supervisor and one loader for fueling, mixing, loading, care, maintenance, and protection of equipment and materials. The supervisor shall be equipped and trained to take proper action in an emergency. The pilot may act as the supervisor.
- The Contractor must have at least three (3) pilots in its employ and be able to provide three (3) pilots for a District operation if requested. Contractor must provide and use pilot(s) licensed with FDACS as certified pesticide applicator in the aerial applicator category and any other appropriate categories (Chapter 487 F.S.
- Should a change in pilot/applicators be required, Contractor shall submit this information to the District at least 24 hours prior to scheduled flight.
  1. For aerial application, Contractor shall utilize pilots with:
    - a. Commercial or Airline Transport Pilot (ATP) certificate with rating for Rotorcraft
    - b. Written evidence of 14 CFR Part 133 certificate for external loads and Part 137 certificate for Agricultural Aircraft Operator competency/proficiency check
    - c. FDACS license as a Florida pesticide applicator with the aerial applicator category (Chapter 487 F.S.)
  2. For aerial observation/reconnaissance, Contractor shall utilize pilots with:
    - a. Commercial or Airline Transport Pilot (ATP) certificate with rating for Rotorcraft
    - b. Written evidence of 14 CFR Part 135 Airman Competency Proficiency Check for flights with different passenger pickup and drop-off locations, otherwise observatory flights may be under CFR Part 91

***District Responsibilities:***

- District requests for services will be issued on an as needed basis.
- District's Project Manager shall initiate and authorize all Work by the Contractor in the form

of a written notice by letter or through electronic means (email), which, at a minimum, will include the following:

- (a) A description of the Work
  - (b) Herbicide treatment acreage or surveillance flight parameters
  - (c) Cost of the Work
  - (d) The location of the Work
  - (e) The starting date
  - (f) The anticipated duration of the Work
  - (g) Instructions regarding the Work
- Prior to application, the District Project Manager will provide Contractor with all herbicides and any applicable adjuvant products as well as the location of treatment, approximate acreage, amount of spray material and use rates(s).
  - The District shall furnish the spray materials and use rates.
  - The District shall make the final determination on alternative products or use rates suggested by Contractor.

## V. Equipment Requirements:

### *Aerial Application Equipment Requirements:*

#### A. Liquid Formulations

1. Contractor shall have a microfoil boom, thru valve boom, or radial type spraying system consisting of .025 to .050 inches' orifice tubes on 1" spacing.
  - a. Spray boom shall be capable of applying aqueous solutions in a continuous flow pattern with a minimum amount of fines.
  - b. Spray boom shall be capable of being calibrated by orifice size, pressures, and speed of the aircraft to deliver 20 gallons of mix per acre.
  - c. Boom width shall be variable in order to accommodate varying spray swaths from eight (8) to fifty (50) feet.
2. Contractor shall have a -GPS interfaced belly slung Precision spot sprayer capable of accepting and discharging mixed solutions containing polymers or thickening agents.
  - a. This application device shall be capable of applying solutions to individual trees if requested with precision and a minimum amount of fines.
  - b. The nozzle spacing on the boom shall not exceed six (6) inches.
  - c. Nozzle orifices shall be capable of delivering 100 gallons per acre.
3. All equipment shall be capable of continuous operation and deliver a minimum of five (5) gallons of mixture per acre. The system shall be leak-proof and simple to calibrate.
4. Equipment must have a working Auto Calibration Flow Control onboard system, interfaced to GPS.
5. Tanks shall be provided with tight fitting closures to prevent spillage.

6. Threaded, rather than clamp-type connections shall be used, except where vibration will not permit. All hoses used on the helicopter shall be non-collapsible and capable of withstanding 100-pounds per square inch (psi) pressure.
7. One new or completely reconditioned spare pump shall be quickly available in order to prevent lost time in the event of failure or breakdown. Other spare parts, including nozzles and control valves, for the boom system(s) shall also be available.

**B. Granular Formulations**

1. Must have the ability to make granular applications from helicopter using metered hopper/spreader or similar equipment.

***Ground Support Equipment Requirements:***

Contractor shall provide:

1. A minimum mobile mixing and storage capacity of 2,400 gallons.
2. Meters, measuring gallons and tenths of gallons, shall be provided for recording the quantity of materials used in mixing and transferring operations.
3. Discharge pumps shall be of 300 gallons per minute (GPM) capacity.
4. A minimum of one (1), two (2)-inch diameter, non-collapsible hose of sufficient length for delivery of the mixed solutions into the helicopter tanks shall be provided. The hose shall be fitted with an instantaneous shut-off nozzle.
5. Firefighting equipment must be capable of extinguishing gasoline and oil fires.
6. First-aid supplies and materials for treating any herbicide related accident must be present on all ground support equipment.
7. Supplies, tools, and equipment must be provided for maintaining aircraft and equipment in continuous operation.

***Aircraft Requirements:***

The Contractor's aerial fleet must consist of at least three (3) helicopters and support vehicles for each and be able to provide three (3) helicopters and support vehicles for a District operation if requested.

1. Each helicopter shall have on-board herbicide carrying capacity of 120 gallons minimum.
2. The helicopter shall be equipped with an. On-board computer guidance system with the same or equivalent capabilities as the AG-NAV system with a moving map display able to store areas.
3. The Contractor's aerial fleet must have the ability to transmit to the District completed treatment lines in .shp (shapefile) format compatible with ArcMap.
4. Aircraft requirements for aerial application:
  - a. All aircraft performing aerial herbicide applications shall be registered with FDACS
  - b. Capability to hover and fly low-level (100 feet AGL) with a crew of two District staff, plus the pilot
  - c. Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz

- d. Internal communications system for pilot, observer(s)
  - e. Listed on the 14 CFR Part 133 certificate for external loads
  - f. Listed on the 14 CFR Part 137 certificate for agricultural operations
5. Aircraft requirements for aerial observation/reconnaissance:
- a. Capability to hover and fly low-level (100 feet AGL) with a crew of two District staff, plus the pilot
  - b. Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz
  - c. Internal communications system for pilot, and all on-board crew members
  - d. Listed on the 14 CFR Part 135 certificate for flights with different passenger pickup and drop-off locations, otherwise observatory flights may be under 14 CFR Part 91

**VI. Time Frames and Deliverables**

The contract term is set forth in Section 1 of the Agreement. The District’s Project Manager shall establish specific timeframes and deliverables when authorizing Work.

**VII. Cost Schedule**

For the above referenced term, District agrees to pay Contractor in accordance with the unit costs and percentage outlined below. The cumulative not to exceed amount for this contract is \$3,015,000.

Costs for services provided are as follows:

Service	Cost	Percentage allocated to fuel
Aerial Spraying	\$00.00 per acre	00%
Spot Spraying	\$00.00 per hour	00%
Observatory/Surveillance	\$00.00 per hour	00%



## ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. **Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent**, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

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

**ATTACHMENT C — DISTRICT SUPPLEMENTAL INSTRUCTIONS (DSI)**

**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Pete Henn, Project Manager

CONTRACT NUMBER: 38951

CONTRACT TITLE: Aerial Herbicide Application

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: \_\_\_\_\_


Pete Henn District Project Manager

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

LaDonna Johnson, District Associate Procurement Specialist

c: Contract file  
Financial Services

## ATTACHMENT D — CONTRACTOR REPORTING FORM

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

**ATTACHMENT E – ORGANO-AUXIN HERBICIDES FORM**



**WILTON SIMPSON  
COMMISSIONER**

Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

**SUGGESTED PESTICIDE RECORDKEEPING FORM  
FOR ORGANO-AUXIN HERBICIDES**

Section 487.051(1)(b), F.S.  
Telephone Number (850) 617-7996

This is a suggested format for recording the information required for application of organo-auxin herbicides and plant growth regulators (general or restricted use) to a land or surface area greater than 5 cumulative acres with a 24-hour period. For a land or surface area less than 5 cumulative acres within a 24-hour period, only wind speed and direction readings are required.

Date \_\_\_\_\_ Time Began \_\_\_\_\_ Time Ended \_\_\_\_\_

Licensed Applicator \_\_\_\_\_ License No. \_\_\_\_\_

Person making application (if not licensed) \_\_\_\_\_

Property owner or person authorizing treatment \_\_\_\_\_

Location of treatment area: County \_\_\_\_\_ Field \_\_\_\_\_

Site Address \_\_\_\_\_

Location of mixing/loading site \_\_\_\_\_

Crop or site treated \_\_\_\_\_ Acres treated \_\_\_\_\_

Brand name of product applied \_\_\_\_\_

Amount of product applied per acre \_\_\_\_\_ Active Ingredient per acre \_\_\_\_\_

Nozzle type \_\_\_\_\_

Gallons per minute \_\_\_\_\_ Angle of spray (if applicable) \_\_\_\_\_

**WIND SPEED AND DIRECTION - Record hourly during application**

Wind Speed (3 readings within 5 minutes)

Time	1	2	3	4	Average	Wind Direction
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**ATTACHMENT F – CONTRACT PAYMENT REQUIREMENTS  
FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.