

## ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

### REQUEST FOR QUALIFICATIONS

The Governing Board of the St. Johns River Water Management District (the "District"), requests that interested parties respond to the solicitation below by **2:00 p.m., March 29, 2022**. Further information is available through Onvia 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 Onvia 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.

#### **Fencing Services Request for Qualifications Number 37386.1**

Contractor shall provide all work necessary to furnish and install the required fencing. Fence construction shall be in accordance with the specific requirements of the contract and shall be constructed in close proximity to the property lines. The fence types include field, barbed wire, wildlife friendly and board, with gates. Contractor may be required to erect and subsequently remove temporary fencing in order to maintain security of livestock on adjacent property during construction of new fence.

The District will approve all firms that demonstrate the qualifications outlined in this solicitation. This pool of qualified firms will have the opportunity to submit quotes (at the District's discretion) for projects requiring Fencing Services for a period of 36 months from the contract effective date.

Award of each project will be made to the firm with the lowest quote provided which meets the completion date requirements, with the District reserving the right to reject all quotes. Award will be made through the issuance of a District Work Order based on the costs submitted in that firm's quote response.

The estimated budget for this project is \$75,000 (FY21-22 \$25,000; FY22-23 \$25,000; FY23-24 \$25,000). This amount is a combined total (shared cap) for all Work Orders to be awarded. Respondents are cautioned that this amount is an estimate and poses no limitation on the District.

#### **BID OPENING: 2:00 P.M. MARCH 29, 2022**

St. Johns River Water Management District Headquarters  
4049 Reid Street, Palatka, Florida 32177-2571  
(Room number available at reception desk on day of opening.)

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 or purchase order (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid submitted by Respondent, and all required certifications and affidavits.

### 2. PROCURMENT SPECIALIST

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

LaDonna Johnson, Procurement  
Specialist Phone: (386) 329-4592  
Fax: (386) 329-4546  
E-mail: ljohnson@sjrwmd.com

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

### 3. WHERE TO DELIVER BID

The Submittal must be received in a sealed envelope addressed to:

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

Respondents must clearly label the 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 Bids #37386.1  
Opening Time: 2:00 p.m.  
Opening Date: March 29, 2022

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

#### 4. OPENING OF SUBMITTALS

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

2:00 p.m., March 29, 2022  
 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, whichever is earlier. This exemption is not waived by the public opening of Bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. 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 submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

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

Respondent must submit its Bid in electronic format: Instructions for submitting are provided below.

Respondents must submit the original of their bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid file or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. 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.

##### A. **Instructions for Submitting Bid in Electronic Format**

1. Respondent must follow all procedures for electronic submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
2. If the Respondent opts to submit its Bid in electronic format:

- a. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under Item 5.A. above must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
  - b. 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 in electronic format.
3. The file-naming conventions for the bid shall include:
- a. Bid: IFB # Respondent's name (abbreviated) Due Date  
(Example: IFB\_\_\_\_\_ABC Company 11-11-15)
4. All electronically submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive **MUST** be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed bid – **DO NOT SUBMIT YOUR BID BY E-MAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**
5. If the Respondent elects to submit electronically, only one copy of the Bid is required.

**If you need assistance or have any questions about submitting in electronic format, please e-mail or call LaDonna Johnson at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com) or (386) 329-4592.**

## 6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's bidding procedures and assist bidders in referring to any applicable provision in the bid documents, but the bidder 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. Responses may be submitted by fax at (386) 329-4546 or by e-mail at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the 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

The estimated budget for this project is \$75,000 (FY21-22 \$25,000; FY22-23 \$25,000; FY23-24 \$25,000). This amount is a combined total (shared cap) for all Work Orders to be awarded.

The above 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 as to the total funds available for the Work. The District retains the right to adjust the estimated budget in awarding the Agreement. The District also reserves the right to reject any and all bids over this estimated budget amount. In addition, if all bids from responsive and responsible Respondents exceed the estimated

budget, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work. 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, and CLIENT REFERENCES) provided in the bid documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent must have completed at least two projects of a similar nature (fence removal and installation) in the past three years by the individual, firm, or project manager assigned to the Work. Each project must have had a project value of at least \$5,000.
- b. Respondent must provide two client references. At least one of the client references must be from the similar projects listed in response to sub-paragraph (a), above. No more than one of the client references may be from completed District projects. If a District project is cited, the evaluation team will use the project’s closeout documents in lieu of a letter of reference and may consult with the District project manager.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any 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. 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 submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

## 10. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in Provision 2 of 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 client references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

## **11. REJECTION OF RESPONSE**

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, unauthorized alternate bids, 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 when it determines, in its sole judgment and discretion, which it is not in its best interest to award the agreement.

## **12. WITHDRAWAL OF RESPONSE**

Respondent may withdraw its bid if it submits such a written request to the District prior to the designated date and hour of bid opening. 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.

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

Responses will be reviewed by a District staff to determine those firms who have met the qualifications outlined herein. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under section 120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

The pool of qualified firms will have the opportunity to submit quotes over the next 36 months for projects requiring Drum Chopping Services. The District will provide the specifications and delivery location details with each quote request. The firms will be allowed no less than three days to submit a quote to the District for total cost of the project.

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

Award of the Work will be made to the firm with the lowest quote, with the ability to meet the required completion date. The District will issue a Work Order to said firm, reserving the right, at its discretion, to reject all quotes. If two or more quotes are equal in all respects, the Work Order will be awarded as

follows: (1) to the Respondent that certifies compliance with section 287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.

#### **14. 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 bid 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 performance and payment bond (if applicable);
- b. A completed Internal Revenue Service Form W-9;
- c. Satisfactory evidence of all required insurance coverage;
- d. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent;
- e. 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. In such event, the District will be entitled to the full amount of the bid guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

#### **15. 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.

**16. DIVERSITY**

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

**17. 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.

**18. FLORIDA SALES TAX**

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

**19. 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. Onvia DemandStar may also be accessed through the District's website at *Floridaswater.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 that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Bid Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

**20. 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.

## **21. PROTEST PROCEDURES**

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the bid documents or addenda.

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

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

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

**FORMS**

**RESPONSE FORM**

**(This form to be included in bid submittal if applicable)**

**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

\_\_\_\_\_  
E-mail address

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

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

PROPOSED SUBCONTRACTORS

This form to be included in bid submittal

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

- 1. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
  
- 2. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
  
- 3. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
  
- 4. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
  
- 5. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_
  
- 6. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
Description of work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

CERTIFICATE AS TO CORPORATION

This form to be included in bid submittal #37386.1

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

This form to be included in bid submittal #37386.1

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

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

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

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

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

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

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

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

My commission expires:

QUALIFICATIONS — GENERAL

This form to be included in bid submittal #37386.1

As part of the bid, 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 in similar herbicide application work described in the INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_

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

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

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

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

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

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

QUALIFICATIONS — SIMILAR PROJECTS

This form to be included in bid submittal #37386.1

Respondent must have completed at least two similar projects, as described at Item 8 of the Instructions to Respondents, in the past three years by the individual, firm, or project manager assigned to the project. Each project shall have had a project value of at least \$5,000. (Add additional sheet for optional additional completed projects.)

**Completed Project #1:**

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

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

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

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

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

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

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

\_\_\_\_\_

**Completed Project #2:**

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

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

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

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

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

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

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

QUALIFICATIONS — CLIENT REFERENCE

This form to be included in bid submittal #37386.1

Respondent shall provide three references, which shall include the similar projects listed above. No more than two references shall be from the District. If a District project is cited, the District will use the project’s closeout documents and may consult with the Project Manager.

**Client Reference 1:**

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

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

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

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

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

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

\_\_\_\_\_

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

**Client Reference 2:**

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

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

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

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

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

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

\_\_\_\_\_

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

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie bid

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 37386.1, Fencing Projects District Wide

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 Bureau of Procurement Management 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 Invitation for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

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

DATE \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

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

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

**(INCLUDED FOR REVIEW OF TERMS AND CONDITIONS ONLY)**  
**DRAFT AGREEMENT BETWEEN THE**  
**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**FOR FENCING SERVICES DISTRICT WIDE**

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 VENDOR PENDING (“Contractor”), whose address is , , . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for Contract 37386.1, FENCING SERVICES (the “Work”). Contractor shall complete the Work in conformity with this Agreement, which includes 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. The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is December 1, 2024, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order, which shall be agreed upon by both parties.
  - a. **Commencement of Work.** Contractor shall commence the Work within 14 days of issuance of a Work Order by the District. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

**2. DELIVERABLES**

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

shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

- 3. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

4. **FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor \$75,000 (the “Total Compensation”). The total amount of all Work Orders under this Agreement shall not exceed 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, 2021 – September 30, 2022 .....Amount: \$25,000  
 Fiscal Year: October 1, 2022 – September 30, 2023 .....Amount: \$25,000  
 Fiscal Year: October 1, 2023 – September 30, 2024 .....Amount: \$25,000  
 .....

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

5. **PAYMENT OF INVOICES**

- (a) Contractor shall submit itemized invoices (as specified in each Work Order) by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice 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 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) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Project Manager or Work Order Manager; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work and work orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). 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 or project estimate for a Work Order 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 2000-02.
  - (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.** 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; (4) email or, (5) fax. 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 or fax are deemed delivered on the date transmitted and received.

DISTRICT

Jeremy Olson, Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, FL 32177-2571  
 Phone: 386-643-1940  
 Email: jolson@sjrwmd.com

CONTRACTOR

, Project Manager  
 Vendor Pending  
 ,  
 Phone:  
 Email:

- (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. The District may designate a "Work Order Manager" as the Project Manager for a specific Work Order, who shall have the same responsibilities as the District's Project Manager for that Work Order only.
- (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. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work for a specific Work Order that are consistent with the scope of the Work Order. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work Order, or to change or modify the Agreement.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five 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.** The District may terminate this Agreement without cause upon ten days' written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure. Upon termination with or without cause, the District may take possession of and finish the Work by whatever means it deems expedient. Contractor may terminate this contract only if the District fails to pay sums when due. In such event, Contractor shall provide the District no less than ten days' prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

### 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.

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District – New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

**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.

16. **ACCESS.** The District will provide sufficient access to accomplish any Work performed on District property. Land access to the work area shall be restricted to the route designated by the District. Access routes shall be used only for the Work. Contractor shall not disturb lands or waters outside the area of activity, except as authorized by the District. 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. Contractor shall be responsible for providing lock(s) to District properties, unless otherwise stated in the Statement of Work.

**17. ASSIGNMENT AND SUBCONTRACTS**

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the 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. Contractor shall be allowed a maximum 15 % markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

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

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

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

## 21. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District, or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors' reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

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

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (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.

## 23. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of

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

24. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities and encourages its prime 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. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

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

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of 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.

26. **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 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.
27. **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.
28. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
29. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.
30. **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.
31. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. 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.

32. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.

33. **PUBLIC RECORDS**

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

34. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the 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. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
35. **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.
36. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false

certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

37. **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.

38. **WORK ORDERS**

- (a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a “not to exceed” cost for any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District’s Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (i) Type 2 Work Orders (fixed price):
- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
  - b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the District Project Manager.
  - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
  - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

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

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

VENDOR PENDING

By: \_\_\_\_\_  
Erich R. Marzolf, Ph.D., Director, Water and Land  
Resources

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 A – REVISED STATEMENT OF WORK  
FENCING SERVICES  
NORTHERN, CENTRAL AND SOUTHERN REGIONS**

**I. INTRODUCTION/BACKGROUND**

The District is divided into three regions for the purpose of fencing services: Northern –Highway 40 to the Georgia/Florida state line; Central–Highway 40 south to Highway 528 east to Highway 520; and Southern - Highway 528 east to Highway 520 south to the southern-most boundary in Indian River County (see Exhibit 1 – Regional Map). Services are required in these areas for regularly scheduled, optional, and as-needed fencing.

**II. SCOPE OF WORK**

Contractor shall provide supervision, labor, equipment, tools and transportation to complete the required fencing specified in each individual work request. Fence construction shall be in accordance with the specific requirements of this contract and shall be constructed in close proximity to the property line except as may be detailed otherwise in the work request. Contractor may be required to erect and subsequently remove temporary fencing in order to maintain security of livestock on adjacent property during construction of new fence. Work will consist of at least 100 linear feet of fence. The District will not require the Contractor to install a gate by itself.

For payment purposes, field fencing, barbed wire fencing, and board fencing shall be measured along the bottom of the fabric, wire, or board out-to-out of end posts-per linear foot. Payment will be made per linear foot. Payment for gates with chains, and corner-, pull- and end-post assemblies shall be determined based on the quantity constructed and accepted by the District. Payment for fence removal shall be measured prior to removal and mutually agreed upon by Contractor and District’s Project Manager.

**III. TASK IDENTIFICATION:**

*Contractor Responsibilities:*

- Contractor shall provide all labor, materials, equipment, tools, transportation and supplies required to complete the work
- Contractor shall install/construct new fence (i.e. barbed wire, field fence or board fence) as indicated in District’s issued work request
- Contractor may be requested to mow/mulch the existing vegetation on both sides of the fence prior to removal as required
- Contractor may need to contend with some light or medium vegetation along the fence line in removing the fence
- Contractor shall remove any existing fence materials, designated by District’s project manager, (i.e. barbed wire, hog wire, line posts, pull assemblies, turn assemblies, staples and stays). Contractor shall load, transport, and legally dispose of removed items in accordance with federal, state, and local regulations at Contractor’s expense. Contractor is required to remove salvageable materials, such as wire, gates and posts, and stockpile on-site for removal by District staff, unless notified otherwise
- Contractor is responsible for notifying District’s Project Manager not more than 96 hours and not less than 72 hours prior to initiating any work under each work request

- Contractor shall contact the District's Project Manager for inspection and approval of work quality being accomplished

District Responsibilities:

- Issue work authorization to the Contractor in the form of a written Work Order request through electronic means (email)
- Provide maps of each property, if required
- Provide Chubb or combination locks for District gates
- Provide District staff for inspection of work and payment authorization for completed work
- Obtain required permits or permission from property owners for any encroachments necessary to perform the work, and for schedule of fence installation when removal of existing fences is necessary to provide continuous security to adjacent areas already fenced
- District shall pay Contractor for fence constructed, measured along the bottom of the fabric, wire, or board out-to-out of end posts, per linear foot. Corner post assemblies, pull, and end post assemblies shall be the number of such constructed and accepted. Gates with chain will be paid for individually
- District shall pay Contractor for fence removed per linear foot. Fence shall be measured, prior to removal, and quantity mutually agreed upon by Contractor and District's Project Manager

**A. FENCE SPECIFICATIONS**

**1. Field Fence**

- Fence shall be constructed of woven wire, meeting the requirements No. 12.5 Farm, Design Number 1047-6-12-1/2, galvanized Class 3 coating, and (a) option of having no barbed wire across the top or (b) option of having one (1) strand of barbed wire across the top, stretched and stapled to 3½ to 4-inch diameter by 6 ½ feet long line posts, which are set on 14-foot centers.
- Pull, end and corner assemblies must be constructed of six to seven inch by eight-foot long posts
- Carrier posts shall be three and one-half to four 4-inch diameter by eight-foot long
- Braces to be set at maximum 330 feet apart
- Brace wire shall be Class 1, 12½ gauge barbless barbed wire
- Line posts shall be set at minimum 24" into the ground
- Corner and pull posts shall be set at minimum 36" into the ground
- Gateposts shall be set in concrete
- Gates shall be tubular steel, Schedule 40, gate with hinging hardware, gate size will be determined by District Project Manager
- Gate openings shall consist of two end assemblies with an opening size to be determined by the District Project Manager, and shall be leveled in to a height that the gate may swing either way without obstruction
- Gate chain shall be 5/16" x 30" with a minimum 4,700-lb. working load

- Backfilling shall use only non-organic material (no twigs, roots, leaves, etc.). Tamping backfill material around post must be accomplished in a manner that will preclude misalignment of post during subsequent wire stringing operations
- Pull assemblies shall be used at all turns and corners
- Double-H brace and brace wires shall be approximately two feet above the ground
- The bottom of the fence shall (in general) follow the contour of the ground. However, over irregular ground areas pull assemblies are required at top and bottom of the slope to ensure that wire height from ground remains constant. A minimum ground clearance of one inch and a maximum of six inches is permitted for a length not to exceed eight feet.

## 2. Wildlife Friendly Fence

- Three Strand - Smooth Wire Fence
  - Must be constructed with three strands of smooth wire, galvanized Class 1, 12Yi-gauge barbless barbed wire with spacing design as follows: bottom strand placed approximately 18" above ground level, middle strand placed approximately 28-30" above ground level, and top strand placed approximately 40" above ground level. Strands will be stapled (nailed) to three and one-half to four-inch diameter by six- and one-half-foot long posts and set on a maximum of 16.5-foot centers
- Four Strand - Smooth/Barbed Wire Fence
  - Must be constructed with two strands of barbed wire, four-point regular, galvanized Class 3, 15Yi-gauge barbed wire (15Yi-ASW gauge, gaucho wire) and two strands smooth wire, galvanized Class 1, 12Yi-gauge barbless barbed wire with spacing design as follows: bottom strand to be smooth wire approximately 18" above ground level, middle two strands to be barbed wire approximately 23" & 28" above ground level, top strand to be smooth wire approximately 40" above ground level with at least 12" between the top two strands. Strands will be stapled (nailed) to three and one-half to four-inch diameter by six- and one-half-foot long posts and set on a maximum of 16.5-foot centers
  - Additional information on these fence designs can be found here: Paige, C. 2012. A Landowner's Guide to Wildlife Friendly Fences. Second Edition. Private Land Technical Assistance Program, Montana Fish, Wildlife & Parks, Helena, MT. 56 pp.
- Pull, end and corner assemblies must be constructed from six to seven inches by eight-foot corner posts. Carrier posts must be three and one-half to four-inch diameter by six and one-half foot long.
- On a straight stretch, pull braces shall be a maximum of 1,320 feet (one-quarter mile) apart.
- Brace wire shall be Class 1, 12Yi-gauge barb-less barbed wire.
- Line posts shall be set at minimum 24" into the ground
- Corner and pull posts shall be set at minimum 36" into the ground
- Gateposts shall be set in concrete
- Gate openings shall consist of two end assemblies with a size opening to be determined by the District's Project Manager, and shall be leveled into a height that the gate may swing either way without obstruction

- Gates shall be tubular steel, Schedule 40, with hinging hardware, gate size to be determined by District Project Manager
- Gate chain shall be 5/16" by 30" with a minimum 4,700 lb. working load
- Backfilling shall use only non-organic material (no twigs, roots, leaves, etc.).
- Tamping backfill material around post must be accomplished in a manner that will preclude misalignment of post during subsequent wire string operations
- Pull assemblies shall be used at all turns and corners
- Single brace and brace wires shall be approximately two feet above the ground
- The bottom of the fence shall (in general) follow the contour of the ground. However, over irregular ground areas pull assemblies are required at top and bottom of the slope to ensure that wire height from ground remains constant

### 3. Barbed wire

- Four Strand – Barbed Wire Fence
  - Must be constructed with four strands of barbed wire, four-point regular, galvanized Class 3, 15½-gauge barbed wire (15½-ASW gauge, gaucho wire) with approximately 12" spacing between strands stapled (nailed) to three and one-half to four-inch diameter by six- and one-half-foot long posts and set on a maximum of 14-foot centers
- Five Strand – Barbed Wire Fence
  - Must be constructed with five strands of barbed wire, four-point regular, galvanized Class 3, 15½-gauge barbed wire (15½-ASW gauge, gaucho wire) with approximately 12" spacing between strands stapled (nailed) to three and one-half to four-inch diameter by six- and one-half-foot long posts and set on a maximum of 12-foot centers
- Pull, end and corner assemblies must be constructed from six to seven inches by eight-foot corner posts. Carrier posts must be three and one-half to four-inch diameter by six and one-half foot long
- On a straight stretch, pull braces shall be a maximum of 1,320 feet (one-quarter mile) apart
- Brace wire shall be Class 1, 12½-gauge barb-less barbed wire
- Line posts shall be set at minimum 24" into the ground
- Corner and pull posts shall be set at minimum 36" into the ground
- Gateposts shall be set in concrete
- Gate openings shall consist of two end assemblies with a size opening to be determined by the District's Project Manager, and shall be leveled in to a height that the gate may swing either way without obstruction
- Gates shall be tubular steel, Schedule 40, with hinging hardware, gate size will be determined by District Project Manager
- Gate chain shall be 5/16" by 30" with a minimum 4,700 lb. working load
- Backfilling shall use only non-organic material (no twigs, roots, leaves, etc.). Tamping backfill material around post must be accomplished in a manner that will preclude misalignment of post during subsequent wire stringing operations
- Pull assemblies shall be used at all turns and corners
- Single brace and brace wires shall be approximately two feet above the ground

The bottom of the fence shall (in general) follow the contour of the ground. However, over irregular ground areas pull assemblies are required at top and bottom of the slope to ensure that wire height from

ground remains constant. A minimum ground clearance of one inch and a maximum of six inches is permitted for a length not to exceed

#### 4. Board Fence

- Board fence shall be constructed with four one-inch by six-inch by 16-foot rough-cut cypress or rough-cut pressure treated pine boards double nailed to four to five-inch diameter by six and one-half foot-long line posts, which are set on eight-foot centers
- The top board shall be even with the top of the fence posts. A six-inch gap is to separate the boards
- Install a “face board” sized one inch by six inches by four feet on outside of all posts
- End post shall be constructed from six to seven inches by eight-foot post
- Line posts shall be set at minimum 24” into the ground
- Gateposts shall be set in concrete
- Gate openings shall consist of two end assemblies with a size opening to be determined by the District’s Project Manager, and shall be leveled to a height that the gate may swing either way without obstruction
- Gates shall be tubular steel, Schedule 40, with hinging hardware, gate size to be determined by the District Project Manager
- Gate chain shall be 5/16” by 30” with a minimum 4,700 lb. working load
- Backfilling shall use only non-organic material (no twigs, roots, leaves, etc.). Tamping backfill material around post must be accomplished in a manner that will preclude misalignment of post during subsequent wire stringing operations

#### 5. Line Post and Corner Post

The following materials shall meet the following minimum specifications:

- Type of material
  - Southern yellow pine
  - Steel T post (as requested by District Project Manager)
- Type of treatment
  - CCA copper chromate arsenate (Type C)
- Size of line posts for wire fence
  - Minimum of three and one-half to four-inch tops and six feet six inches in length
  - Maximum difference between top and bottom diameter is one inch
- Size of line posts for board fence
  - Minimum of four to five-inch tops and six feet six inches in length
  - Maximum difference between top and bottom diameter one inch
- Knots

- Sound knots will be permitted provided the diameter of the knot does not exceed one third of the diameter of the piece at the points where it occurs
- Peeling
  - All posts shall be peeled for their full length and all inner and outer bark removed, except that isolated strips of inner bark, which do not exceed one-half inch in width or three inches in length, will be permitted
- Straightness
  - Straightness of the posts must be such that the perpendicular distance of a straight line running parallel to the post does not exceed one and one-half inch when measured from the center of the tip to the parallel line and from the center of the mid-section to the parallel line

#### IV. TIME FRAMES AND DELIVERABLES

The District's Project Manager shall initiate and authorize all Work by the Contractor in the form of a written Work Order Request by e-mail, which, at a minimum, will include the following:

- (a) A description of the Work (i.e., fence)
- (b) Quantities of fencing and accessories
- (c) The location of the Work
- (d) The anticipated completion date
- (e) Instructions regarding the Work

District requests for services will be issued on an as-needed basis. Contractor will be submitting a price per project with an estimated start and completion date. The District reserves the right to award to the lowest cost provided along with the ability of the respondent to meet the required completion date.

Unnecessary delays or work stoppage because of equipment or personnel problems shall not be accepted nor considered a valid reason for extending the length of the Work Order. If the delay is due to causes beyond Contractor's control, as determined by the District in its sole judgment and discretion, the District may grant a time extension in the form of a written amendment signed by both parties. If the Contractor is unable to begin work within the designated time frame, the District reserves the right to move to the second low bidder with acceptable start and completion dates.

Contractor shall consult with District's Project Manager for inspection and approval of work quality accomplished within 72-hours after completion of the Work. Contractor shall remove, replace, or repair any work that fails to meet the standards as set forth in this Statement of Work as noted in the District's Project Manager inspection report.

Contractor is responsible for notifying the District's Project Manager within 72 – 96 hours prior to initiating any work. This notification is necessary to arrange verification of completed work by District staff. Specific protocols and procedures for notification and verification shall be determined by the District and provided to Contractor at a pre-work conference.

**V. COST SCHEDULE**

Payment shall be based on actual quantities of materials utilized and shall be paid at the rates included in the attached Cost Schedule (\*\*). Contractor shall invoice no more frequently than monthly for those months in which work is performed, and shall be billed as follows: Contractor shall submit by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall include the Encumbrance number and/or Contract number associated with the project.

## 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 name the St. Johns River Water Management District ("District") as Additional Insured.**

All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty 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) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$500,000, for personal injury, bodily injury, and property damage. 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.
- (d) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

**ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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 changes 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: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Contracts Administrator

cc: Contract/Purchasing file  
Financial Management