

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
HARRIS BAYOU FLOOD CONTROL STRUCTURE REHABILITATION
INVITATION FOR BID 37473**

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., December 16, 2021. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at 321-409-2156 or ALucey@sjrwmd.com. Responses will be opened at the Palm Bay Service Center, Palm Bay, FL 32909.

The District requires a contractor to make various repairs, replacements and updates to the Harris Bayou Spillway water control structure. This structure includes two solar-charged radial overshot gates powered by a battery bank. It can be manually or remotely operated as needed for flood control discharge from Lake Harris to Lake Griffin in Lake County, FL.

The engineer's construction estimate for the project is \$75,000.00.

A **Non-Mandatory Pre-Bid Conference** is scheduled for December 2, 2021, at 11:00 a.m., at 7369 Sunnyside Drive, Leesburg, FL 34798. Please see maps in Appendix A. The purpose of the pre-bid conference is to clarify requirements of this solicitation.

Special accommodations for disabilities may be requested through Amy Lucey, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

INSTRUCTIONS TO RESPONDENTS	- 3 -
1. DEFINITIONS	- 3 -
2. CONTRACT ADMINISTRATION	- 3 -
3. WHERE TO DELIVER BID	- 3 -
4. OPENING OF BIDS	- 3 -
5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS	- 4 -
6. INQUIRIES AND ADDENDA	- 5 -
7. ENGINEER'S ESTIMATE	- 5 -
8. MINIMUM QUALIFICATIONS	- 5 -
9. BID GUARANTY	- 6 -
10. SUBCONTRACTS	- 6 -
11. SIGNATURE AND CERTIFICATION REQUIREMENTS	- 6 -
12. DISQUALIFICATION OF RESPONDENTS	- 6 -
13. REJECTION OF BID	- 7 -
14. WITHDRAWAL OF BIDS	- 7 -
15. AWARDING THE AGREEMENT	- 7 -
16. EXECUTION OF AGREEMENT	- 8 -
17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA	- 8 -
18. DIVERSITY	- 8 -
19. FLORIDA SALES TAX	- 9 -
20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS	- 9 -
21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES	- 9 -
22. NOTICES AND SERVICES THEREOF	- 9 -
23. PROTEST PROCEDURES	- 10 -
FORMS	- 11 -
BID FORM	- 11 -
PROPOSED SUBCONTRACTORS	- 13 -
CERTIFICATE AS TO CORPORATION	- 14 -
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL	
CONFORMANCE WITH SPECIFICATIONS	- 15 -
QUALIFICATIONS — GENERAL.....	- 16 -
QUALIFICATIONS — SIMILAR PROJECTS.....	- 17 -
QUALIFICATIONS — CLIENT REFERENCE	- 19 -
DRUG-FREE WORKPLACE FORM	- 20 -
NO RESPONSE FORM.....	- 21 -
AGREEMENT	- 22 -
ATTACHMENT A — STATEMENT OF WORK	41
ATTACHMENT B — INSURANCE REQUIREMENTS	- 66 -
ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)	- 67 -

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid provided by Respondent (the “Bid”), and all required certifications and affidavits.

2. CONTRACT ADMINISTRATION

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

Amy Lucey, Senior Procurement Specialist
 Phone: 321-409-2156
 Fax: 321-722-5357
 Email: ALucey@sjrwmd.com

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

3. WHERE TO DELIVER BID

The Bid must be submitted in a sealed envelope to:

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

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 Bid: 37473
 Opening Time: 2:00 p.m.
 Opening Date: December 16, 2021

4. OPENING OF BIDS

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

2:00 p.m., December 16, 2021
 St. Johns River Water Management District
 Palm Bay Service Center
 525 Community College Parkway SE, Palm Bay, FL. 32909

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a),

Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

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

Documents may now be downloaded online at www.demandstar.com.

Electronic bids will only be accepted when submitted through the DemandStar's bid portal. Emailed submissions will not be accepted.

Alternatively, one electronic copy (CD or USB flash drive) may be delivered to the District at the address above.

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
 - a. Bid Form
 - b. Cost Schedule
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item 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.
3. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
5. The file-naming conventions for the bid shall include:
 - g. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-16)
6. All digitally 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 EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

7. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

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.

If you need assistance or have any questions about the format, please call or email Amy Lucey at 321-409-2156 or ALucey@sjrwmd.com.

6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by fax at 321-722-5357 or by email at ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

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

7. ENGINEER'S ESTIMATE

The engineer's construction estimate for the project is \$75,000.00. 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 engineer's construction estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over the engineer's construction estimate. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

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

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three projects of a similar nature (mechanical repair and/or mechanical construction) within the five years immediately preceding the date for receipt of Bids. Each project must have had a project value of at least \$50,000.00.

- b. Respondent must have no less than three years of experience on projects of the nature specified above.
- c. Respondent must provide three client references. Up to two of the client references may be from the similar projects listed in response to subparagraph (a), above. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff.

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. **BID GUARANTY**

For the purposes of this Bid, a Bid guaranty is not required.

10. **SUBCONTRACTS**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding 15% of the Work on the attached "Proposed Subcontractors" form. Respondent must submit with its Bid a list of all known subcontractors who will be paid more than 15% of the Work. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

11. **SIGNATURE AND CERTIFICATION REQUIREMENTS**

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

12. **DISQUALIFICATION OF RESPONDENTS**

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

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

13. REJECTION OF BID

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

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

14. WITHDRAWAL OF BIDS

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

15. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a

Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.

- e. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. EXECUTION OF AGREEMENT

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

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

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

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

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

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

18. 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.

19. FLORIDA SALES TAX

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

20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

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

22. NOTICES AND SERVICES THEREOF

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

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

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

23. PROTEST PROCEDURES

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

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

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
BID FORM

Include this form in the response

RESPONDENT:

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

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

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

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

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

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

Respondent (firm name)

Date

Address

Email address

Signature

Telephone number

Typed name and title

Fax number

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., December 16, 2021

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Harris Bayou Flood Control Structure Rehabilitation, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

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

The bid will be awarded to the lowest responsive and responsible Respondent for the Total Bid Cost.

Total Bid Cost: \$ _____

Total Bid Cost in words: _____

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

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

Date_____
Respondent (firm name)_____
Address_____
E-mail address_____
Signature_____
Telephone number_____
Typed name and title_____
Fax number

PROPOSED SUBCONTRACTORS

Include this form in the response

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

Include this form in the response

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

Include this form in the response

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:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

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: _____

Respondent's tax identification No.: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar mechanical repair and/or mechanical construction is 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

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three similar projects within the five years immediately preceding the date set for receipt of the response, as described in the INSTRUCTIONS TO RESPONDENTS. Each project shall have had a project value of at least \$50,000.00. (Add additional sheet for optional additional completed projects.)

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

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: _____ Email: _____

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 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

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

Include this form in the response

Respondent shall provide three client references, which may include the similar projects listed above. No more than one reference shall be from the District. (For similar projects listed above, simply state “Similar Project No. ____.”)

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: _____

Client Reference 3:

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 response

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 37473

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

Please check (as applicable):

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

Remarks: _____

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND VENDOR_____ TO/FOR
CONTRACT NAME**

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_____ ("Vendor ID"), whose address is Vendor Address_____, Vendor Address2, Vendor City, Vendor State Vendor Zip. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Vendor ID agrees to furnish and deliver all materials and perform all labor required for Contract Num, Contract Name (the "Work"). In accordance with IFB 37473, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from 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 March 31, 2022, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one half of one percent (.5%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the

cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

3. **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.

- 4. **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.

5. **FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor \$_____ (the "Total Compensation").

6. **PAYMENT OF INVOICES**

- (a) Contractor shall submit one invoice at the completion of the Work by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice 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 20 business days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
 - (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) 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 20 business days of receipt of the invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 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 withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
- | | |
|---|----------------------|
| <u>DISTRICT</u> | <u>CONTRACTOR</u> |
| Matthew Forhan, Project Manager | TBD, Project Manager |
| St. Johns River Water Management District | TBD |
| 4049 Reid Street | TBD |
| Palatka, FL 32177-2571 | TBD |
| Phone: 386-643-1974 | Phone: TBD |
| Email: mforhan@sjrwmd.com | Email: TBD |
- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.

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

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Contractor shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Contractor shall provide the District a list of each subcontract exceeding ten percent of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the District the project schedule and 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.
- (c) **Critical Path Management.** The District may require Contractor to provide a Critical Path Management (CPM) network for the Work, which shall be provided within 15 days of request or when the work plan is submitted, whichever occurs last. Contractor shall utilize Microsoft Project 2000 software for the CPM, with a separate line for each major section of work or operation. The CPM shall show: (1) the first workday of each week; (2) the complete sequence of construction by activity, identifying the Work in separate stages and other logically grouped activities; (3) the early and late start and the early and late finish, and (4) the submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the District. The District shall have ten days to review the work plan. If deemed necessary by the District, Contractor shall revise and resubmit the CPM. Contractor shall submit an updated CPM schedule with each invoice, identifying any changes since the previous submission and indicating the estimated percentage of completion for each item of the Work. The District owns all float.
- (d) **Daily Reporting.** The District may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.

- (e) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (f) **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.

13. 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.

14. 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 that are consistent with the purpose of the Work. 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, 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.

15. TERMINATION AND SUSPENSION

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

incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.

- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

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

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

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

16. DEFINITIONS

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

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

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

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

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

CONTRACTOR’S SUPERINTENDENT: Contractor’s representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor’s Project Manager or the District.

CPM or CRITICAL PATH METHOD: The use of a calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having a calculated task duration. They are the important activities driving the project. Float belongs to the District.

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

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

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the District upon completion of the Work showing that all bills from subcontractors have been paid.

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

INSPECTOR: The District’s Project Manager or an authorized representative of the District who is assigned to inspect the Work.

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

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

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

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

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

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

17. ACCESS; WORK AREA; GATES

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

18. 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.
- (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.

19. 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.**20. 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.**21. CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all

public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.

22. 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.

23. 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.

24. 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.

25. 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.

26. **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.

27. **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.

28. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
29. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
30. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, 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.
31. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
32. **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.

33. **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.
34. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
 - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
 - (c) Contractor shall:
 - (i) give to the proper authorities all required notices relative to the Work;
 - (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
 - (iii) furnish any bonds, security, or deposits required to permit performance of the Work;
 - (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
 - (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
35. **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.
36. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its

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

37. 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**

38. **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.
39. **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.

40. **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.
41. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the District in writing when it considers the Work to be substantially complete. "Substantially complete" is the point when the District can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within 30 days of receipt of such notice, the District shall review the Work and determine whether the Work is substantially complete. If the District agrees that the Work is substantially complete, the District shall, within said 30-day period, develop a list of items ("Punch List") required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than 30 days after the date of delivery of the Punch List, the Completion Date shall be extended to 30 days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the District disputes the completion of any items on the Punch List, it may withhold 150% of the estimated cost of completing any such items, and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.
42. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION**
- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the District will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The District will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District's Project Manager as to the quantities estimated.
 - (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the District. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
 - (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.
43. **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.

44. WARRANTY

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

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

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Michael A. Register, P.E., Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:

Attachment A — Statement of Work/Technical Specifications

Attachment B — Insurance Requirements

Attachment C — District's Supplemental Instructions (sample)

ATTACHMENT A — STATEMENT OF WORK
HARRIS BAYOU SPILLWAY REHABILITATION

I. Introduction/Background

The St. Johns River Water Management District (District) is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east central Florida. One of the District's core missions is flood control. Flood control responsibilities include maintenance of levees and water control structures.

The District requires a contractor to make various repairs, replacements and updates to the Harris Bayou Spillway water control structure. This structure includes two solar-charged radial overshot gates powered by a battery bank. It can be manually or remotely operated as needed for flood control discharge from Lake Harris to Lake Griffin in Lake County, FL (see *Appendix A: Site Location Maps*).

II. Objectives

The Harris Bayou Spillway water control structure will be refurbished with cleaned surfaces and replaced components. New gate position indicating numbers will be fixed to the wall, visible to a manual operator and the on-site camera.

III. Scope

1. Gates & Seals
 - a. Mobilize.
 - b. Install stop log assemblies (by District).
 - c. Dewater gate bays for access and inspection.
 - d. Pressure wash exterior components and surfaces.
 - e. Provide and install lower new gate hinge gaskets.
 - f. Provide and install new J seals.
 - g. Lubricate seals and rubbing plates.
 - h. Install gate-mounted position pointers (by District).
 - i. Install wall-mounted staff gauge numbers (provided by District).
 - j. Reattach flex conduits.
2. Gate Motors & Enclosure Boxes
 - a. Pressure wash and repaint drum covers.
 - b. Replace eyelets.
 - c. Clean and repaint motor areas.
 - d. Install and adjust four rotary limit DC switches.
 - e. Install gate motors (provided by District).
3. Batteries & Cabinet

- a. Replace enclosure latching mechanism.
 - b. Clean and repaint housing.
 - c. Replace housing gasket.
4. Start Up and Testing
- a. Test gate operation in dewatered condition.
 - b. Remove stop logs.
 - c. Retest gate operation.
 - d. Demobilize.

IV. Task Identification

Contractor Responsibilities

Prior to the start of work, meet on-site with the District's project manager to review all construction activities and site conditions. Provide all equipment, labor and materials (except as noted) necessary to complete the work. Refer to *Appendix B: Structure Design Drawings* and *Appendix C: Photos of Existing Structure* as needed for structure and material specifications. All painting shall be in accordance with Specification 09900 Protective Coatings (see *Appendix D: Protective Coatings*).

1. Gates & Seals

- a. Mobilize to the site.
- b. Coordinate with District to install stop log assemblies. Maintaining the area in a dewatered state is the responsibility of the contractor.
- c. After District has installed stop log assemblies, dewater working area around the gates. Dispose of all debris, rocks, mud, etc. to allow District inspection of the entire gate bays. District staff will inspect work area within 24 hours of being notified working area is ready for inspection.
- d. Pressure wash concrete, gates, cables, clevis, walls, gate hinges and all other surfaces in the gate bays. Ensure components and surfaces are free of dirt, grime, organic buildup, etc. Dispose of all debris from gate bays.
- e. Fully lower/open both gates. District staff to inspect lower gate hinge assembly to determine if any concerns/issues are apparent.
- f. Replace fiber-reinforced neoprene gasket at lower gate hinge assembly (see *Appendix B*, page 1, detail B).
- g. Install new J-seals along both sides of each gate (see *Appendix B*, page 1, detail C).
- h. Lubricate seals and rubbing plates along entire travel path of J-seals with WD-40 Specialist® Marine-Grade Grease or equal.
- i. Mount 34 – 6" x 9" x 3/4" staff gauge numbers (provided by the District) to the concrete side walls, each with three concrete screws (provided by the District), at locations directed by the District
- j. Reattach unsecured low-voltage 1/2" flex conduits to the structure underside with appropriate conduit anchor clips (4 per conduit, per gate; 16 total; See *Appendix C*, Fig. 2).

2. Gate Motors & Enclosure Boxes

- a. Remove lockable drum covers. Pressure wash to remove all debris and algae, then repaint covers (sky blue; See *Appendix C*, Fig. 2).
- b. Replace all four existing hoist eyelets in the center of the top of the covers. Mount new 3/4" painted (sky blue) aluminum eyelets to the covers, along with 3" x 3" x 1/4" thick aluminum plates on both sides (eyelet to be mounted in center of top plate) of the top of the cover. Add neoprene gaskets between plates and covers to waterproof new assemblies.
- c. Scrape off mud dauber nests inside the motor and gear assembly areas (See *Appendix C*, Fig. 4). Sand corroded surfaces to remove rust. Repaint sanded/scraped/paintless areas with color comparable to existing.
- d. Disconnect battery power inside cabinet, that feeds gate control motors. Replace upper and lower rotary limit DC switches for each gate (four total) with new Armtech brand or equivalent.
- e. Replace the existing gate motors with new (provided by the District).

3. Batteries & Cabinet

- a. Replace lockable latching mechanism from enclosure (See *Appendix C*, Fig. 3).
- b. Scrape off mud dauber nests and remove all debris from inside of housing. Sand all corrosion off housing. Seal all holes. Repaint enclosure (sky blue).
- c. Replace gasket along inside perimeter of housing door.

4. Start Up and Testing

- a. Perform gate tests along entire operating ranges in dewatered condition.
- b. Coordinate with District to have stop log assemblies removed.
- c. Fully open and close gates after gate bays re-flooded.
- d. Demobilize and remove all equipment and trash from the worksite. The Contractor shall take care to protect all existing structures, roads utilities and other improvements from damage. The Contractor shall assume all responsibility for repairs to utilities, structures and other site improvements damaged during construction. All property disturbed or damaged during execution of the Work shall be restored to its former condition or better at no additional expense to the District. Final payment will be withheld until such cleanup is completed and approved by the District.

District Responsibilities

1. Provide access to property and structure.
2. Provide onsite inspection of work.
3. Install and remove stop log assemblies.
4. Inspect gate bays within 24 hours of being notified
5. Inspect nuts, bolts and washers associated with J-seals, side rubbing plate anchors and hinge assembly.
6. Survey gate operating range.

7. Install gate position pointers to both gates.
8. Provide staff gauge numbers with mounting hardware.
9. Mark locations and orientations for staff gauge numbers.
10. Provide new gate motors
11. Oversee gate operations prior to dewatering. Note any issues to be resolved prior to stop logs being removed.
12. Inspect all components after dewatering.
13. Replace all batteries.

V. Time Frames and Deliverables

The work is authorized to proceed on the date executed by the District. The work shall be completed no later than March 31, 2022. The District's Project Manager shall inspect the Contractor's work to ensure functionality. Contractor shall correct any deficiencies identified during the inspection prior to payment(s).

VI. Budget/Cost Schedule

For satisfactory performance, the District agrees to compensate contractor in accordance with the contract terms. The contractor may invoice for 50% of the contract amount upon completion of all items associated with Gates and Seals being completed. Upon completion of the project and acceptance by the District, the contractor may invoice 100%.

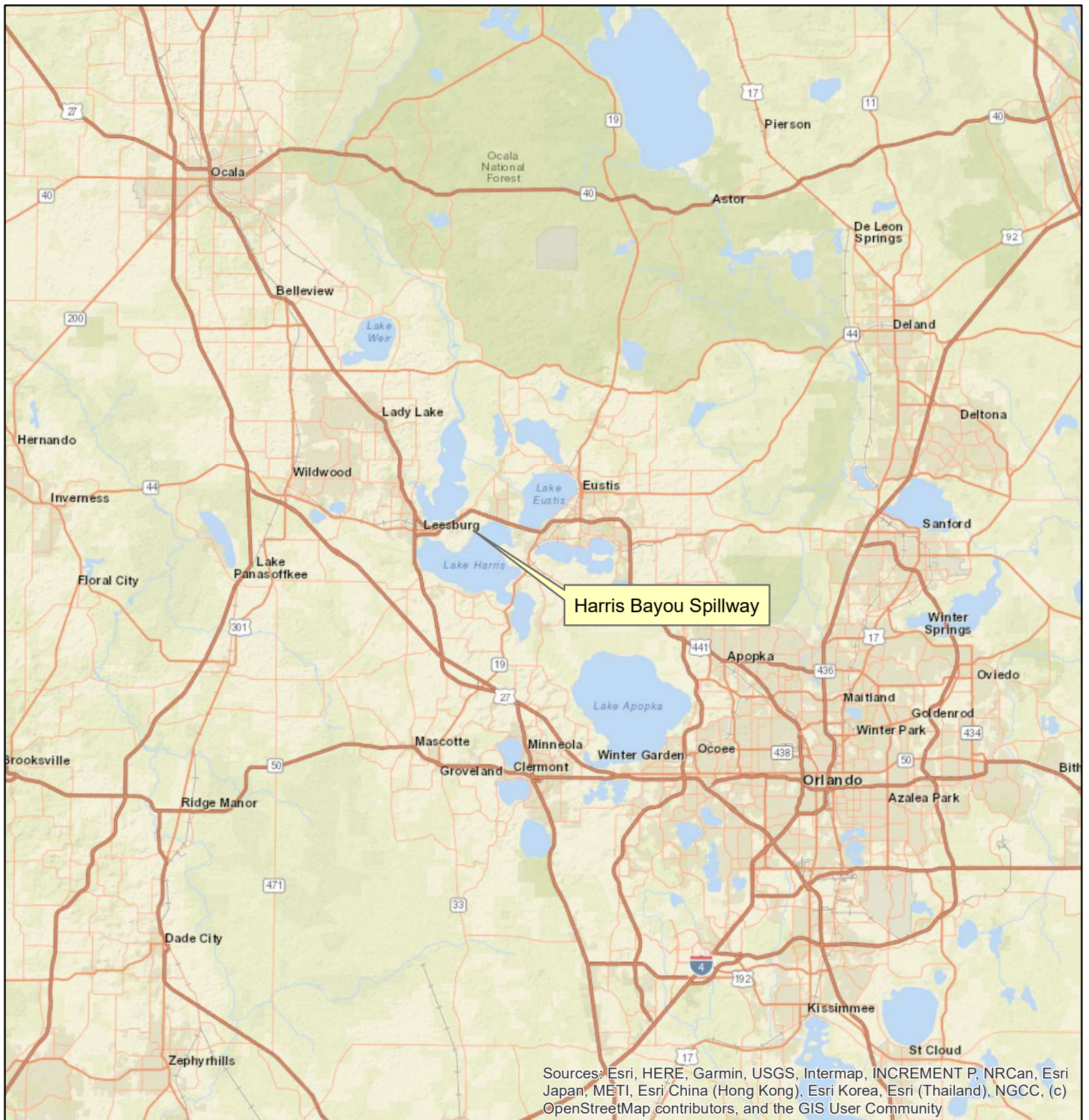
VII. District Project Managers

<u>Primary</u>	<u>Alternate</u>
Matt Forhan, E.I.	John Richmond, P.E.
Engineer 2	Senior Professional Engineer
904-673-7841 (cell)	386-937-0541 (cell)
386-643-1974 (office)	386-329-4403 (office)
mforhan@sjrwmd.com	jrichmond@sjrwmd.com

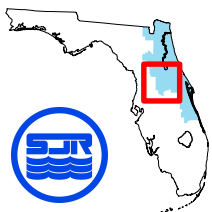
VIII. Appendices

Appendix A: Site Location Maps
 Appendix B: Structure Design Drawings
 Appendix C: Photos of Existing Structure
 Appendix D: Protective Coatings

APPENDIX A: SITE LOCATION MAPS



Harris Bayou Spillway Map 1



20

0

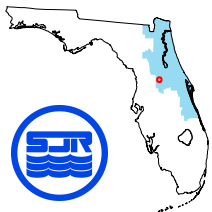
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Harris Bayou Spillway Map 2



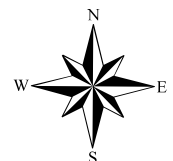
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0

0.55 Miles



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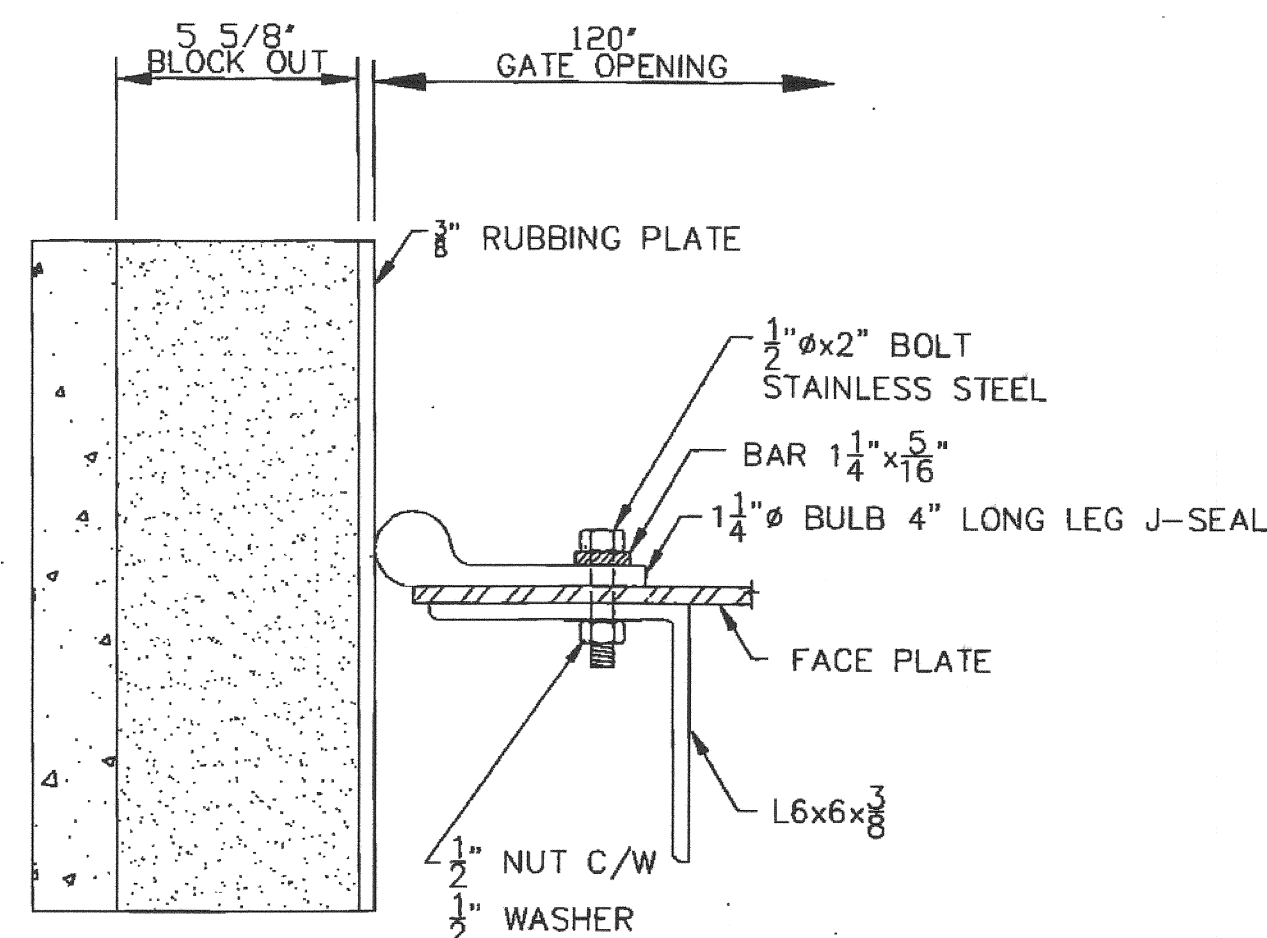


APPENDIX B: STRUCTURE DESIGN DRAWINGS

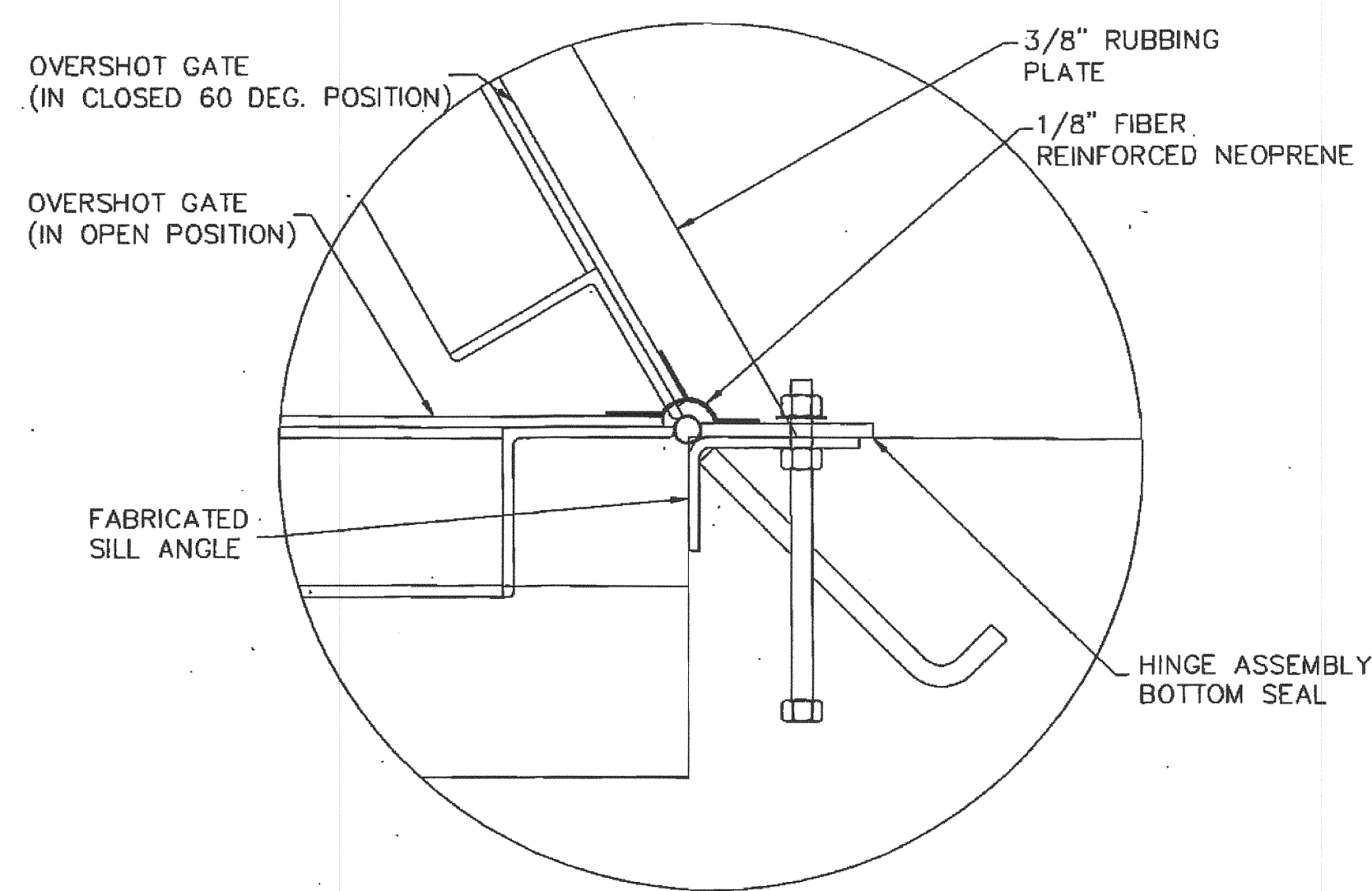
COMPUTER GENERATED DOCUMENT
MANUAL CHANGES NOT ALLOWED

BILL OF MATERIAL *Per Gate Assembly*

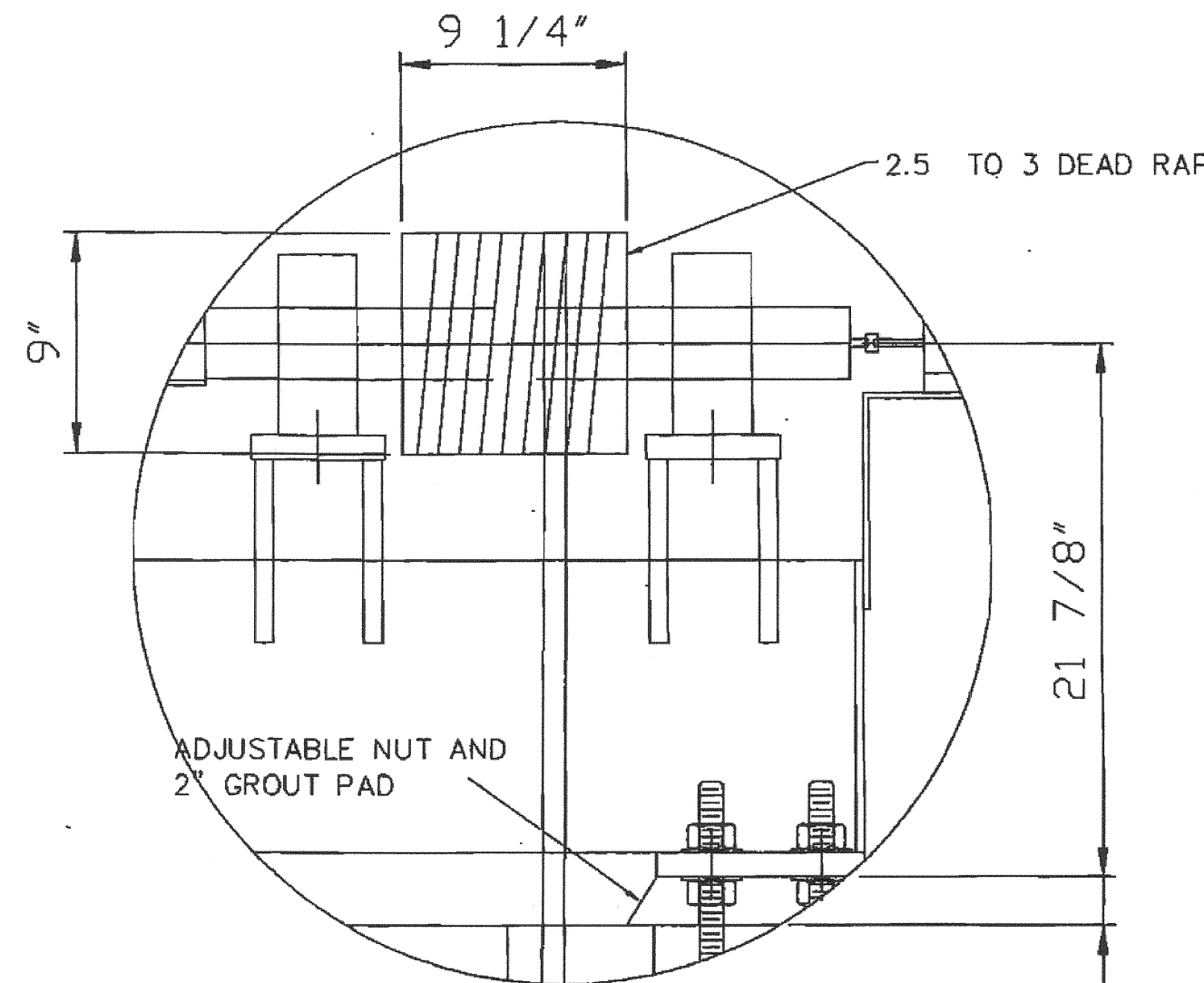
NO.	QTY		MAT'L	WT.	PART/DWG NO.
1	1	GATE LEAF ASSEMBLY W/SSTL HINGE	SSTL	2800	
2	1	GEARBOX (SEW EURODRIVE)			
3	1	HOIST FRAME WELDMENT	PTDSTL		
4	2	2" DIA. SSTL CABLE	SSTL		
5	1	9" DIA. RIGHT HAND CABLE DRUM	PTDSTL		
6	1	9" DIA. LEFT HAND CABLE DRUM	PTDSTL		
7	1	1/8" FIBER REINFORCED NEOPRENE			
8	2	3" SIDE RUBBING PLATE	SSTL		
9	1	1HP 24V DC MOTOR			
10	3	2 15/16" DIA. PILLOW BLOCK BEARING			
11	1	CROSS SHAFT COUPLER	PTDSTL		
12	1	CROSS SHAFT (2 15/16" O.D. SHAFT)	SSTL		
13	1	LOCKABLE GEARBOX COVER	PTDSTL		
14	1	LOCKABLE DRUM COVER	PTDSTL		
15	6	1" DIA. x 14 1/4" ANCHOR	SSTL		
16	2	1" DIA. x 10 1/8" ANCHOR	SSTL		
17	1	ROTARY LIMIT DC SWITCH			



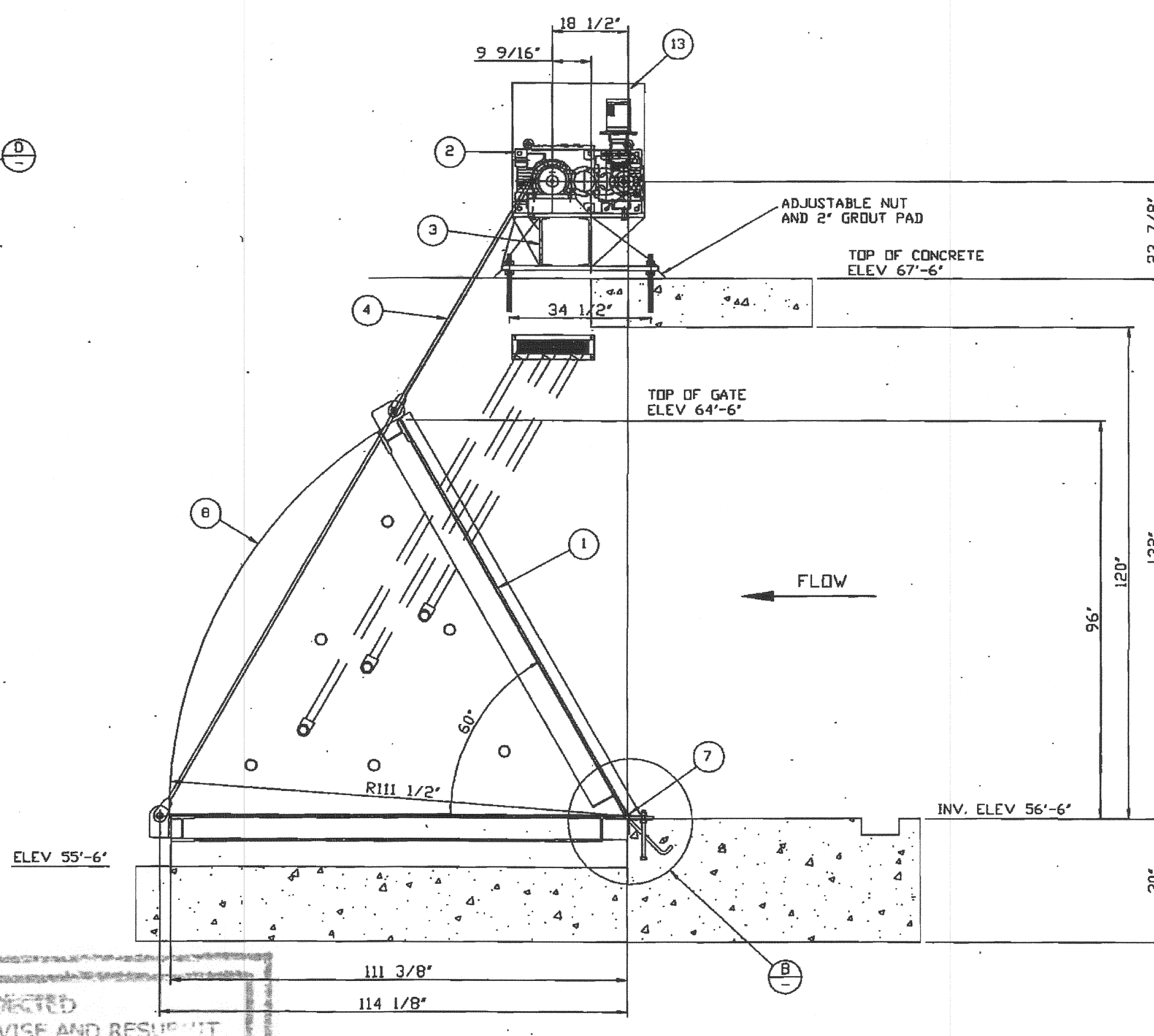
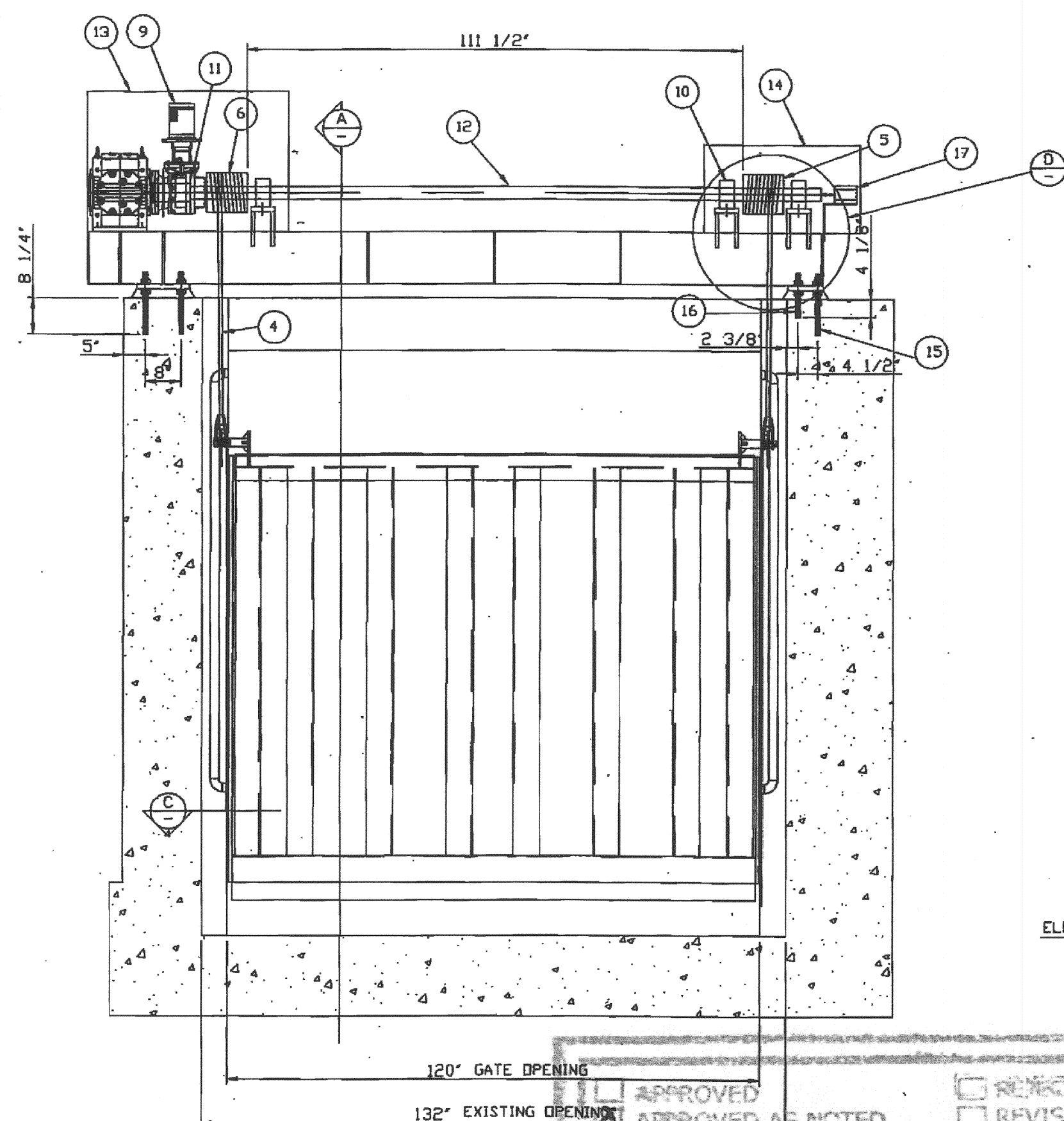
DETAIL C



DETAIL B



DETAIL D



- NOTES:
- 1) ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE
 - 2) DO NOT SCALE DRAWING
 - 3) MATERIAL:
 - 316SS - STAINLESS STEEL TYPE 316L
 - STL - STEEL ASTM A36 MINIMUM
 - DRUMS - AISI 1018 ROUND BAR MINIMUM
 - CABLES - STAINLESS STEEL WIRE ROPE, 6 X19 CLASS E.I.P.S TYPE 302/304
 - END DRUM SHAFTS - CARBON STEEL
 - CROSS SHAFT - 416 STAINLESS STEEL
 - FASTENERS - 316SS -ASTM F593, F594 STAINLESS STEEL TYPE 316
 - ANCHORS - HAS SS HILTI ANCHORS WITH HIT-ICE/HIT HY 150 HILTI ANCHORE SYSTEM
 - 4) PAINT ALL PARTS WITH EXEPTION OF STAINLESS STEEL WITH:
 - WASSER HIGH-TECH COATING SYSTEM AS SPECIFIED
 - COLOR ??? *4 Gray*
 - 5) DO NOT OPERATE HOIST UNDER LOADS PRIOR TO GROUT SETTING
 - 6) ENSURE CROSS SHAFT AND GEARBOX ARE IN LINE AND LEVEL BEFORE OPERATING
 - 7) ADJUST DRUM POSITION TO ENSURE CABLE IS PERPENDICULAR TO CROSS SHAFT WITH THE GATE LEAF IN THE UP POSITION
 - 8) ENSURE CABLE HAS 2.5 TO 3 DEAD WRAPS ON DRUM WITH THE GATE IN THE OPEN POSITION
 - 9) CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS
 - 10) DO NOT LIFT GATE UNDER AND CIRCUMSTANCES WITH ONLY ONE HOIST CABLE ATTACHED TO GATE. GATE LEAF AND HINGE ARE DESIGNED TO BE OPERATED BY:
 - A) TWO HOIST CABLES ATTACHED TO THE END MOUNTED LIFTING EYES
 - OR
 - B) LIFTED FROM THE CENTER MOUNTED LIFTING EYE TO ALLOW FOR EMERGENCY LIFTING OF THE GATE. (LIFTING FORCE GENERATED BY ANOTHER SOURCE)
 - 11) SECOND GATE IS AN EXACT MIRROR OF THIS

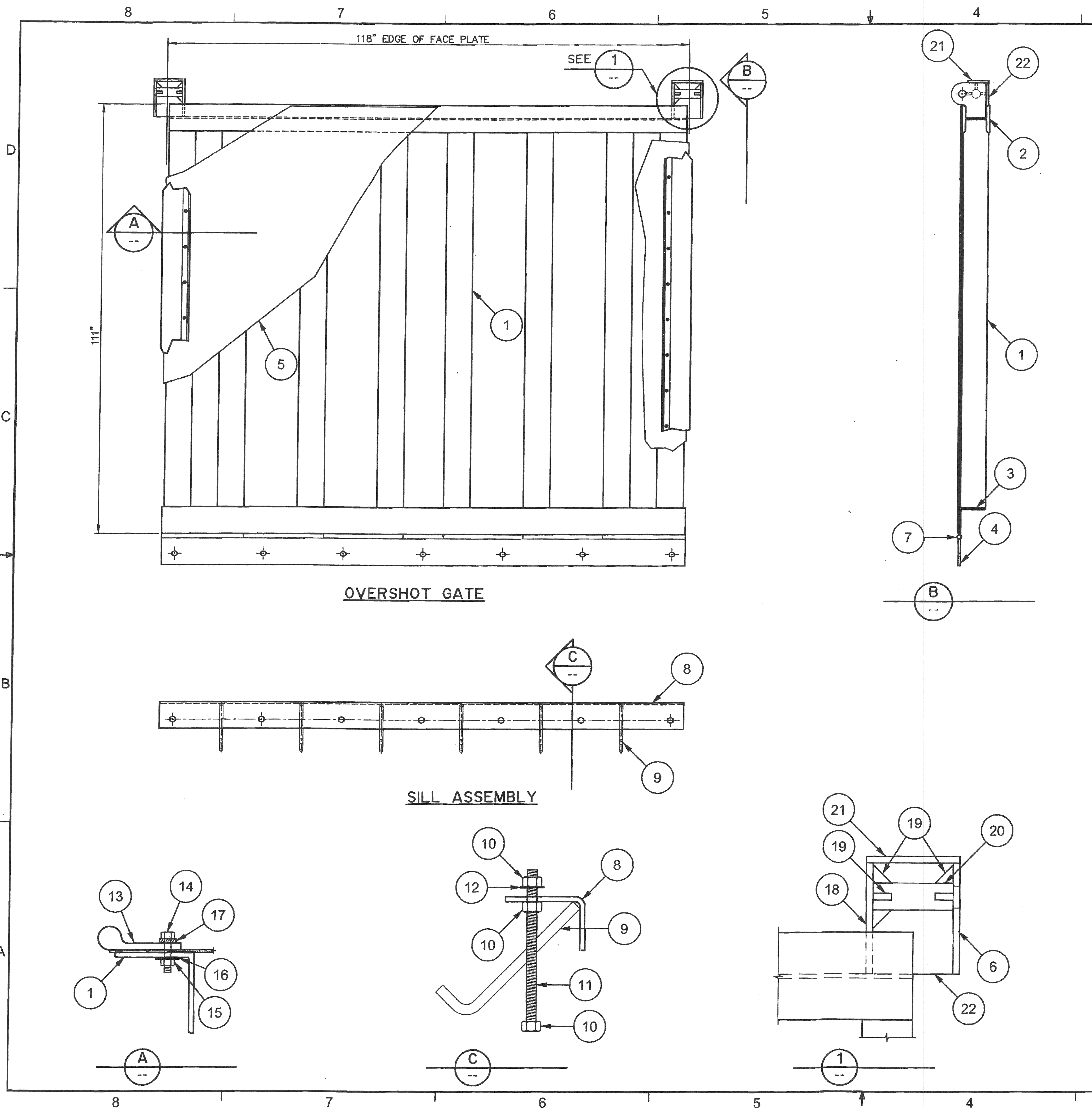
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
TOLERANCE ARE:
FRACTIONAL DIM. $\pm 1/16"$
ANGULAR DIM. $\pm 0.50"$
CASTING DIM. $\pm 0.025"$ UP TO 6"
ADD $\pm 0.0025"$ / INCH OVER 6"
MACHINE DIM. $\pm 0.010"$ X.X
MACHINE DIM. $\pm 0.010"$ X.XX
MACHINE DIM. $\pm 0.005"$ X.XXX
BENDS DIM. $\pm 1/2"$
DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS
MACH. PARTS, SHI. METAL PARTS
MATERIAL:
TYPE:

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APPRVD		
FRESNO VALVES AND CASTINGS, INC. P.O. BOX 40, SELMA, CA 93662 PHONE (559) 834-2511, FAX (559) 834-1017		
DIVISION: FRESNO VALVES		
ST. JOHNS RIVER WATER MANAGEMENT UPPER OCKLAWAHA RIVER BASIN HARRIS BAYOU PROJECT 10' X 8' OVERSHOT GATE		
SCALE: NTS		SHEET 1 OF 1
DRAWING NO.	21-07-01 R4	

APPROVED AS NOTED
SUBMIT SPECIFICATION
REJECTED
REVISE AND RESUBMIT
NOT REQUIRED BY CONTRACT DOCUMENTS

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and purchased at the job site; for information that pertains to the fabrication process or to techniques of construction; and for coordination of the work of all trades.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Date *2/29/08* By *James R. Bely*



BILL OF MATERIAL *Per Gate Assembly*

No.	QTY	DESCRIPTION	MATERIAL	WT.
1	8	L 6"x6" ³ / ₈ " x101 ⁵ / ₈ "	316SS	1009.5
2	1	W6x20x117"	316SS	195.0
3	1	L6"x6" ³ / ₈ " x118"	316SS	146.5
4	1	PL 118"x6"x3/8"	316SS	75.3
5	1	FACE PL 118"x110 ¹ / ₄ " ³ / ₈ "	316SS	1386.5
6	2	PIVOT PLATE (51 ¹³ / ₃₂ in ²) x 1	316SS	29.2
7	1	1" HINGE ASSEMBLY	316SS/BRONZE	42.2
8	1	SILL PL 116"x5 ⁵ / ₈ "x3 ⁵ / ₈ "x ³ / ₈ " 120"	316SS	116.1
9	6	ANCHOR BAR ³ / ₄ "Ø x11 ¹ / ₄ " x 2 ¹ / ₂ "	316SS	10.3
10	18	³ / ₄ "Ø NUT	316SS	1.6
11	7	BAR 3/4"Øx11 7/8" THREADED	316SS	11.3
12	7	³ / ₄ "Ø WASHERS	316SS	0.6
13	2	4"x1 ¹ / ₄ "x110 ¹ / ₂ " J-SEAL	NEOPRENE	-
14	26	¹ / ₂ "x2" BOLT	316SS	4.0
15	26	¹ / ₂ " NUT	316SS	0.8
16	52	¹ / ₂ " WASHER	316SS	2.0
17	2	BAR 102 ¹ / ₂ "x1 ¹ / ₄ "x ⁵ / ₁₆ "	316SS	22.7
18	2	SUPPORT PL 8"x4 ³ / ₄ "x1"	316SS	21.5
19	14	GUSSET PL 1 ³ / ₈ "x1 ³ / ₈ "x ¹ / ₂ "	316SS	1.9
20	2	PIN 2"Øx6"	316SS	10.7
21	2	PL 8"x4 ³ / ₄ "x ¹ / ₂ "	316SS	5.4
22	2	PL (44 ¹¹ / ₃₂ in ²) x 1	316SS	12.6

☐ APPROVED
☒ APPROVED AS NOTED
☐ SUBMIT SPECIFICATION

☐ REJECTED
☐ REVISE AND RESUBMIT
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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 Date 2/29/08 By [Signature]

PERMIT TO PRACTICE
MPE ENGINEERING LTD.
 PERMIT NUMBER: P 3680
The Association of Professional Engineers,
Geologists and Geophysicists of Alberta

XX	A	FOR REVIEW	08 JAN 22	XXX
zone	rev.	description	date	approval

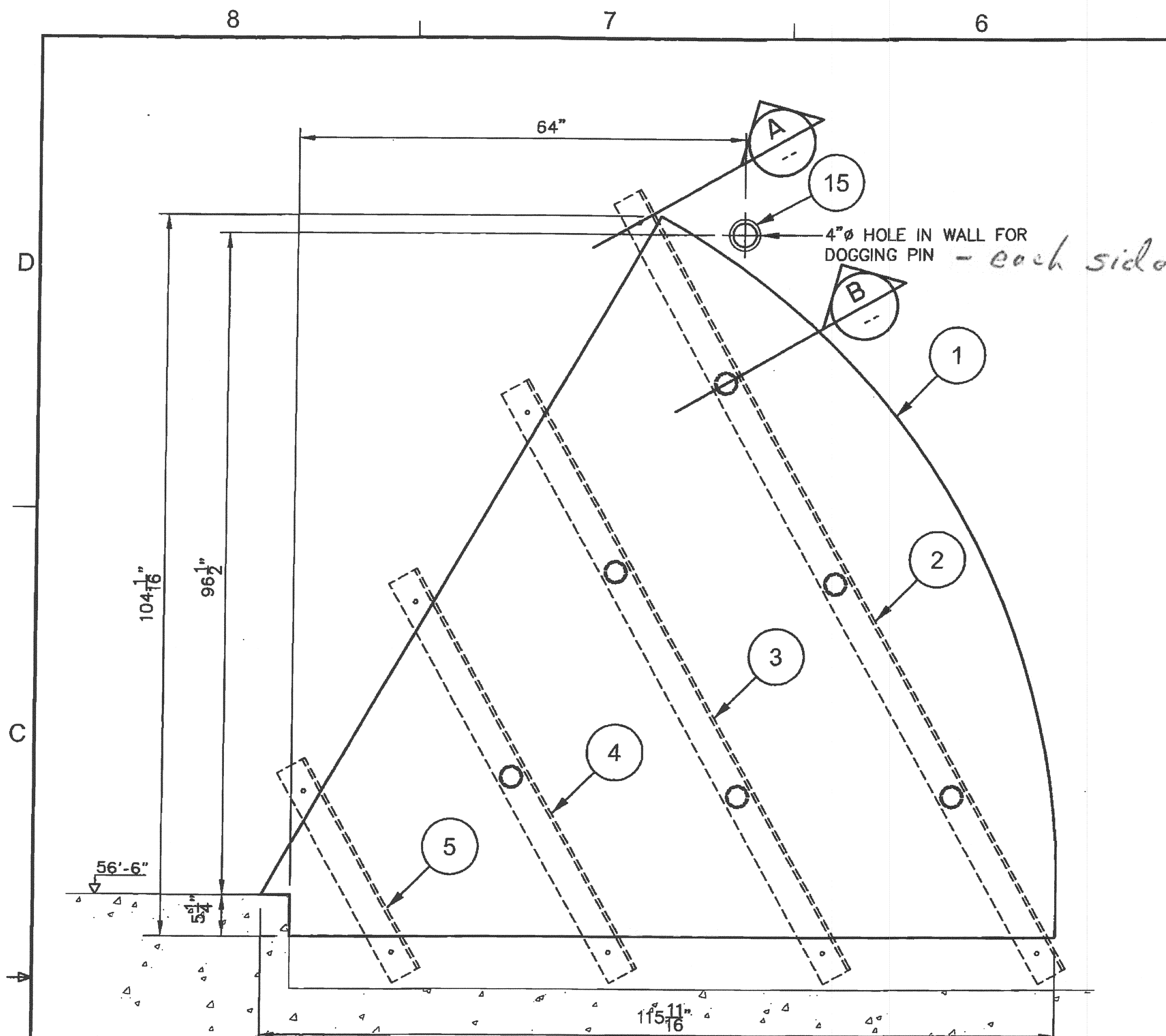
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 CASTING DIM. ± 0.030" OVER 1"
 MACHINE DIM. ± 0.100" X.X"
 MACHINE DIM. ± 0.010" X.XX"
 MACHINE DIM. ± 0.005" X.XXX"
 BENDS DIM. ± 1/2"
 DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS, MACH. & SHT METAL PARTS

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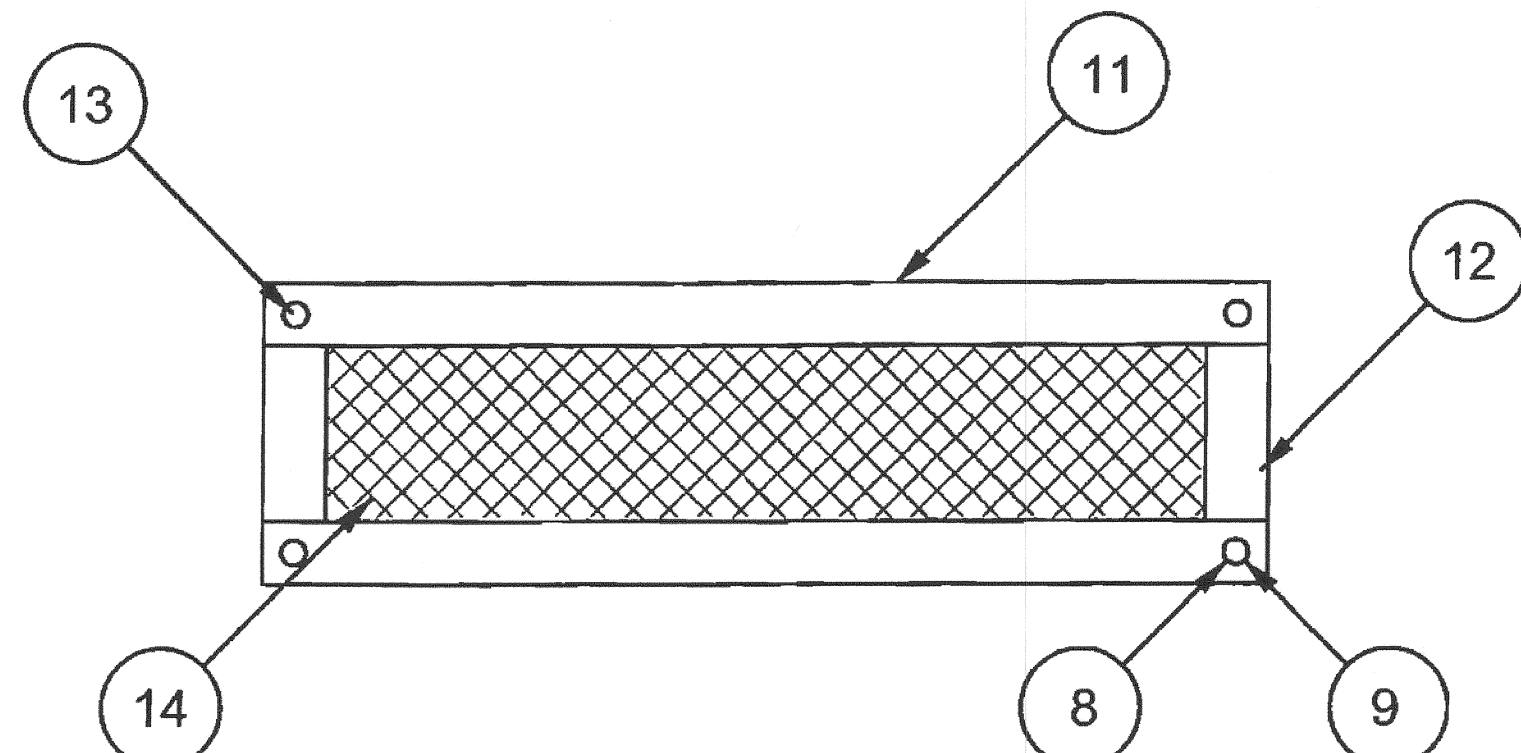
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CHECK BY	12/04/2007	R. HUST
ENG. APPR.		
DATE APPROVED		
APPROVED BY		

FRESNO VALVES AND CASTINGS, INC.
 P.O. BOX 40, SELMA, CA 93662
 PHONE (559) 834-2511, FAX (559) 834-2017

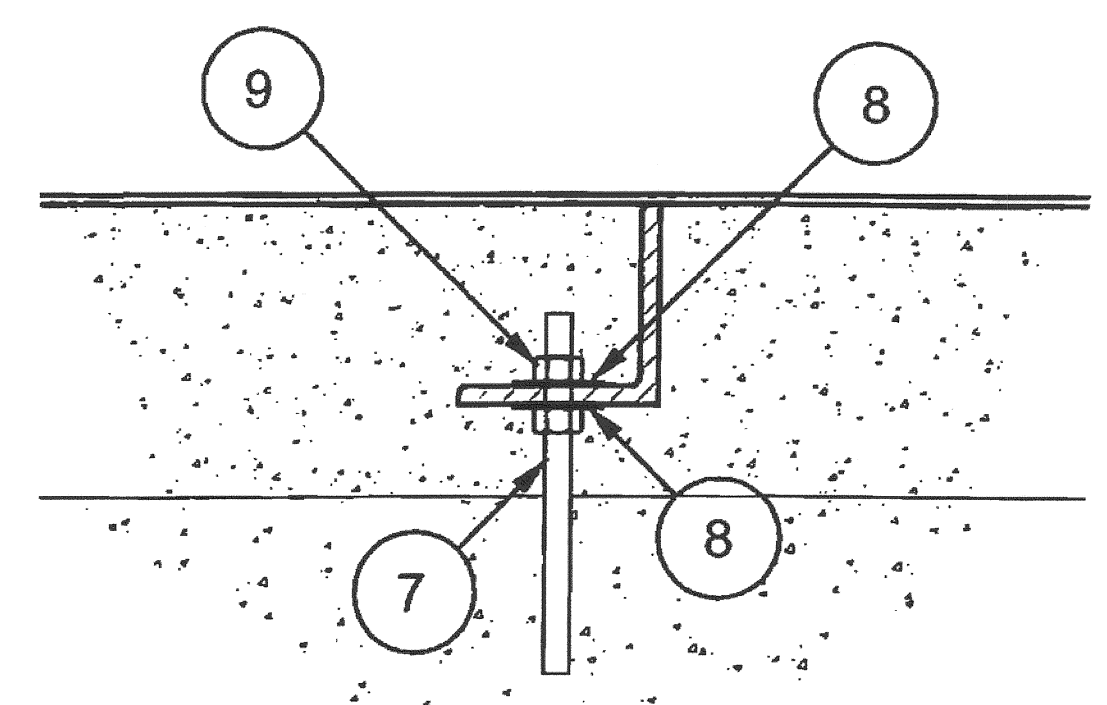
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St. Johns River Water Management District Upper Ocklawaha River Basin Harris Bayou Project Overshot Gate and Sill Plate Assembly 2 Gates Required		
SCALE: NONE	WEIGHT: 3105.7 lbs	SHEET 1 OF 1
DRAWING NO. F0-001		



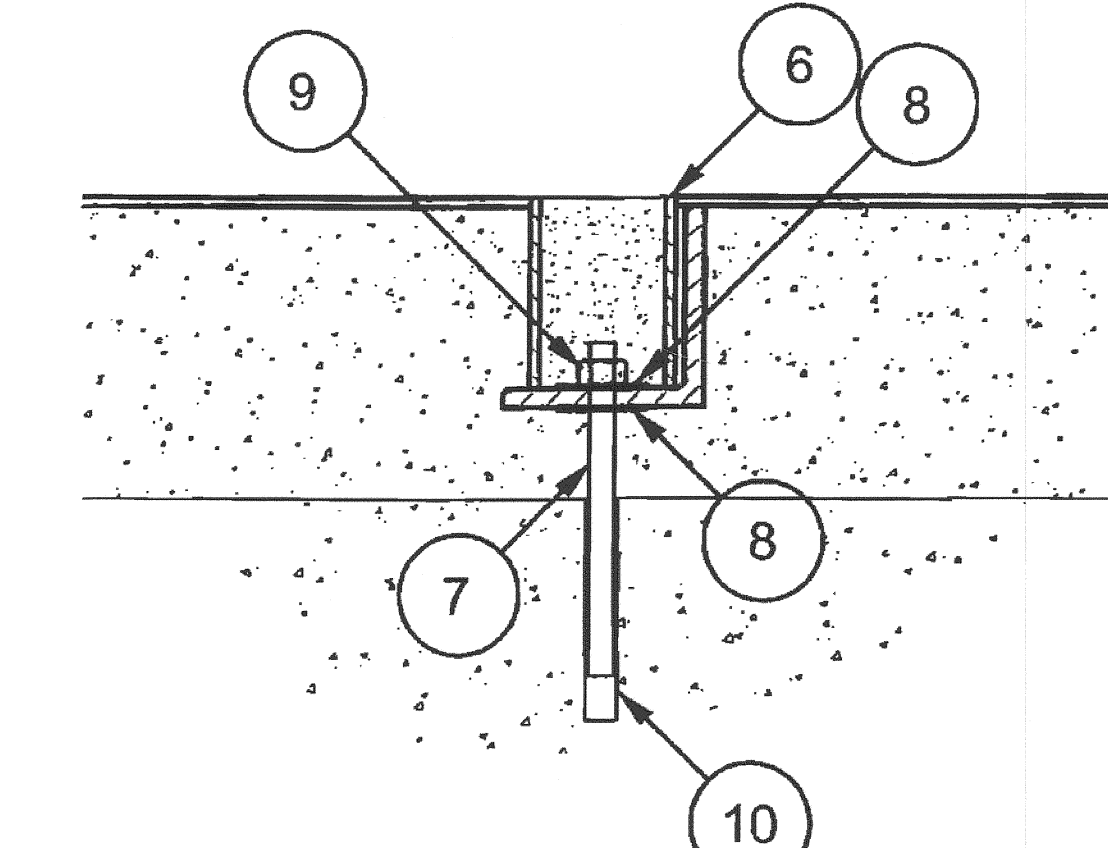
SIDE RUBBING PLATE



BREATHER TUBE SCREEN



A



B

BILL OF MATERIAL

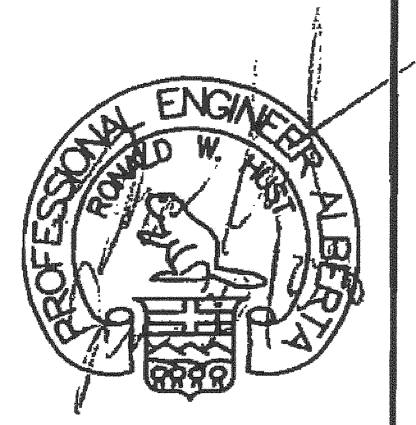
No.	QTY	DESCRIPTION	MATERIAL	WT.
1	1	PL (7545 in ²) x 3/8"	316SS	802.3
2	1	L 4"x4"x3/8" x 121 13/32"	316SS	150.7
3	1	L 4"x4"x3/8" x 91 1/16"	316SS	113.2
4	1	L 4"x4"x3/8" x 61"	316SS	75.7
5	1	L 4"x4"x3/8" x 30 2/3"	316SS	38.1
6	6	2 1/2" Ø x 3 13/16" PIPE	316SS	0.7
7	14	1/2" Ø x 8" ADHESIVE ANCHORS	316SS	6.7
8	32	1/2" Ø WASHERS	316SS	1.2
9	22	1/2" Ø NUTS	316SS	0.7
10	6	1/2" Ø HILTI INSERTS C/W INTERNAL THREADING	-	-
11	2	PL 20"x1 1/4"x1/4"	316SS	3.5
12	2	PL 3 1/2"x1 1/4"x1/4"	316SS	0.6
13	4	1/2" Ø x 6" ADHESIVE ANCHORS	316SS	1.5
14	1	FLATTENED EXPANDED METAL 17 1/2" x 1/2"	-	-
15	1	DOGGING PIN ARRANGEMENT	-	-

☒ APPROVED
☐ REJECTED
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT
☐ SUBMIT SPECIFICATION
☐ NOT REQUIRED BY CONTRACT DOCUMENTS

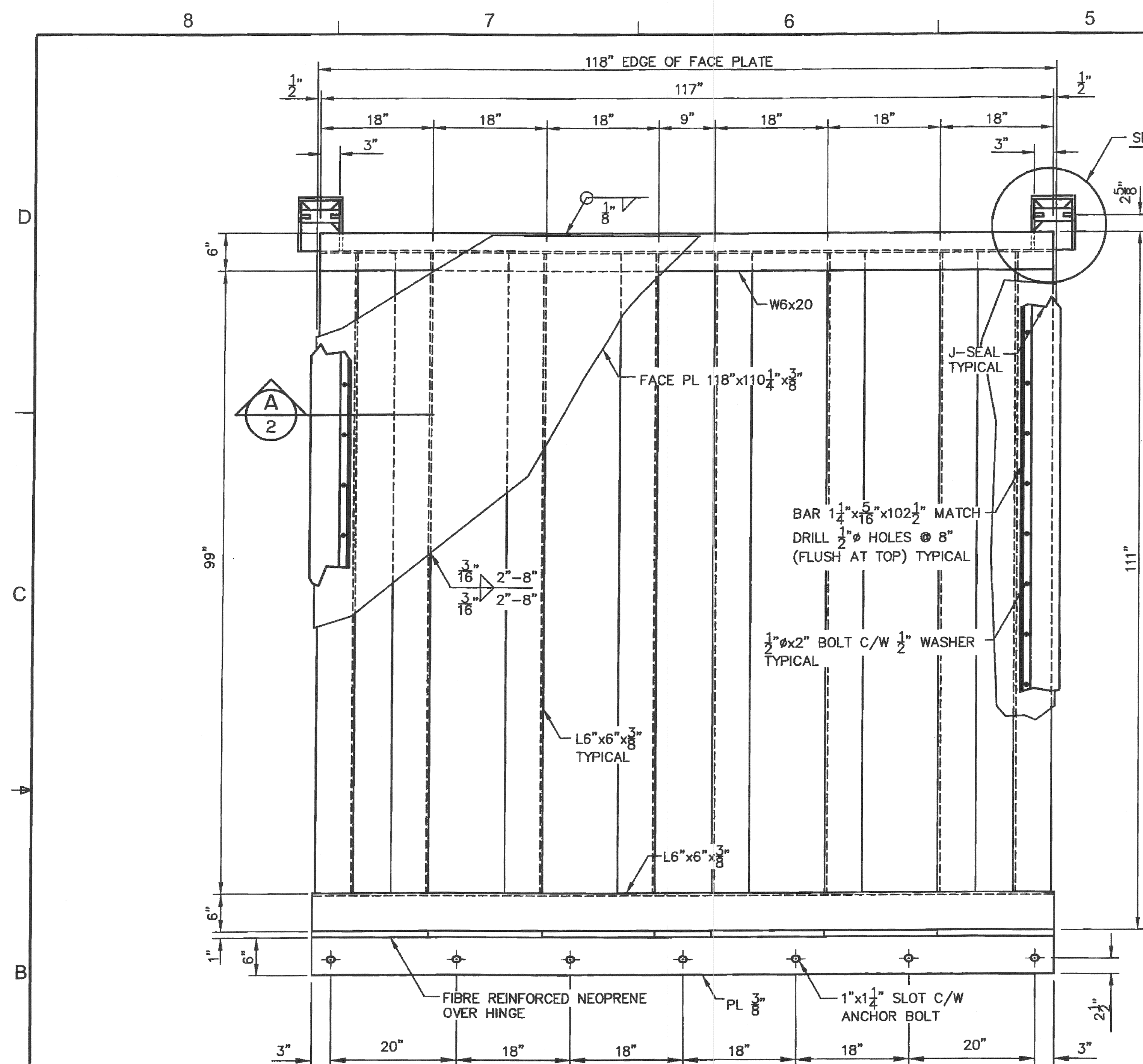
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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 Date 2/29/08 By *James P. Hall*

PERMIT TO PRACTICE
 MPE ENGINEERING LTD.
 PERMIT NUMBER: P 3680
 The Association of Professional Engineers,
 Geologists and Geophysicists of Alberta

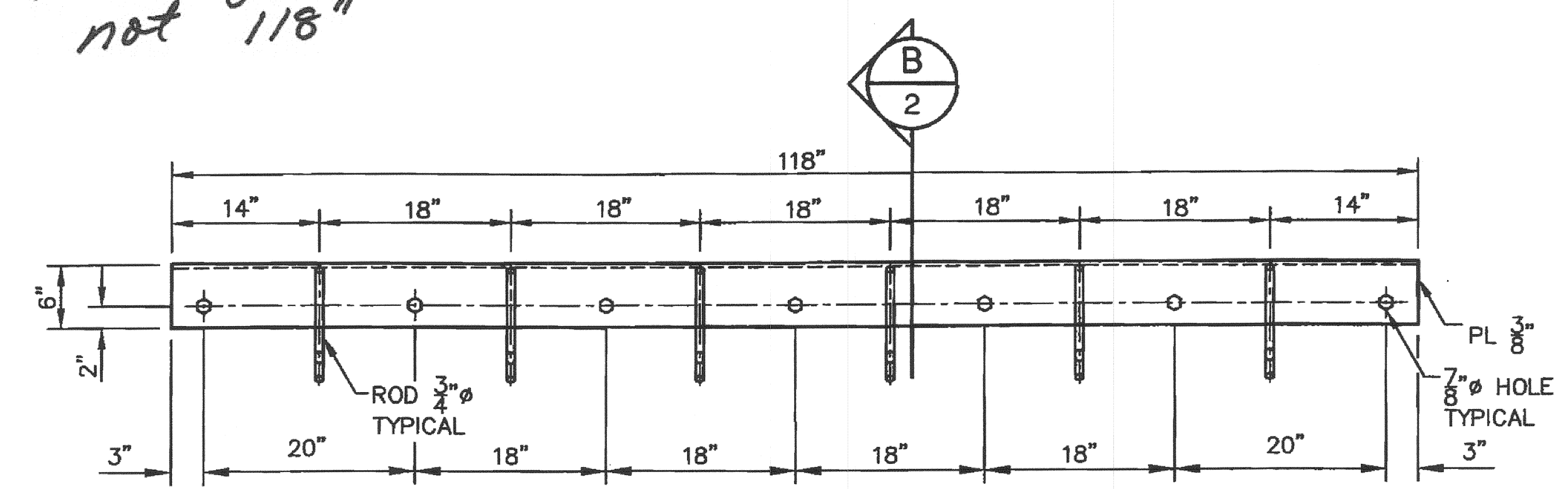


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zone	rev.	description	date	approval
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCE ARE: FRACTIONAL DIM. ± 1/16" ANGULAR DIM. ± 0.50° CASTING DIM. ± 0.010" UNDER 1" CASTING DIM. ± 0.030" OVER 1" MACHINE DIM. ± 0.100" X.X" MACHINE DIM. ± 0.010" X.XX" MACHINE DIM. ± 0.005" X.XXX" BENDS DIM. ± 1/2" DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS, MACH. & SHT METAL PARTS				
TITLE DRAWN BY 12/04/2007 E. MILLER CHECK BY 12/04/2007 R. HUST ENG. APPR. DATE APPROVED APPROVED BY		THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FRESNO VALVES & CASTINGS INC. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF FRESNO VALVES & CASTINGS INC. IS PROHIBITED. FRESNO VALVES AND CASTINGS, INC. P.O. BOX 40, SELMA, CA 93662 PHONE (559) 834-2511, FAX (559) 834-2017 DIVISION: FRESNO VALVES St. Johns River Water Management District Upper Ocklawaha River Basin Harris Bayou Project Side Rubbing Plate Assembly 2 Required per gate each=1198.5 lbs		
MATERIAL XXXXXX TYPE: XXXXXX		SCALE: NONE WEIGHT: 1198.5 lbs SHEET 1 OF 1 DRAWING NO. F0-002		



PLAN
1/2"=1'-0"

Total length shall be 120"
not 118"

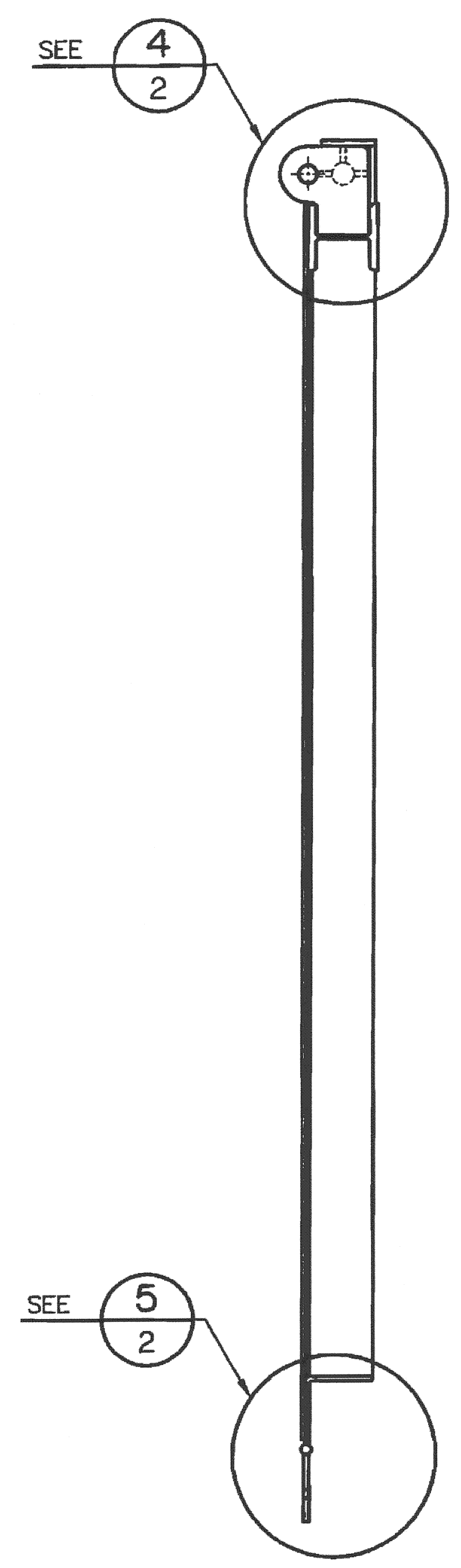


SILL ASSEMBLY
1/2"=1'-0"

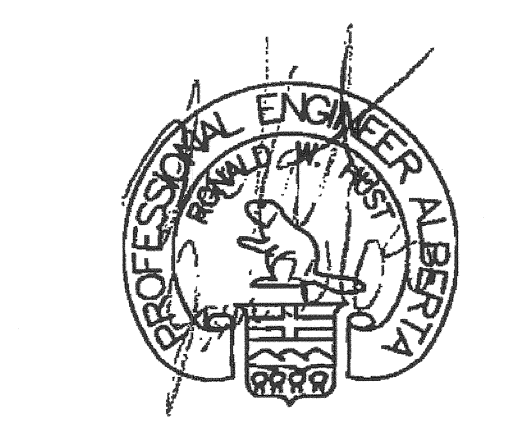
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<input type="checkbox"/> SUBMIT SPECIFICATION	<input type="checkbox"/> NOT REQUIRED BY CONTRACT DOCUMENTS

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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Date 2/29/08 By Genia Bak

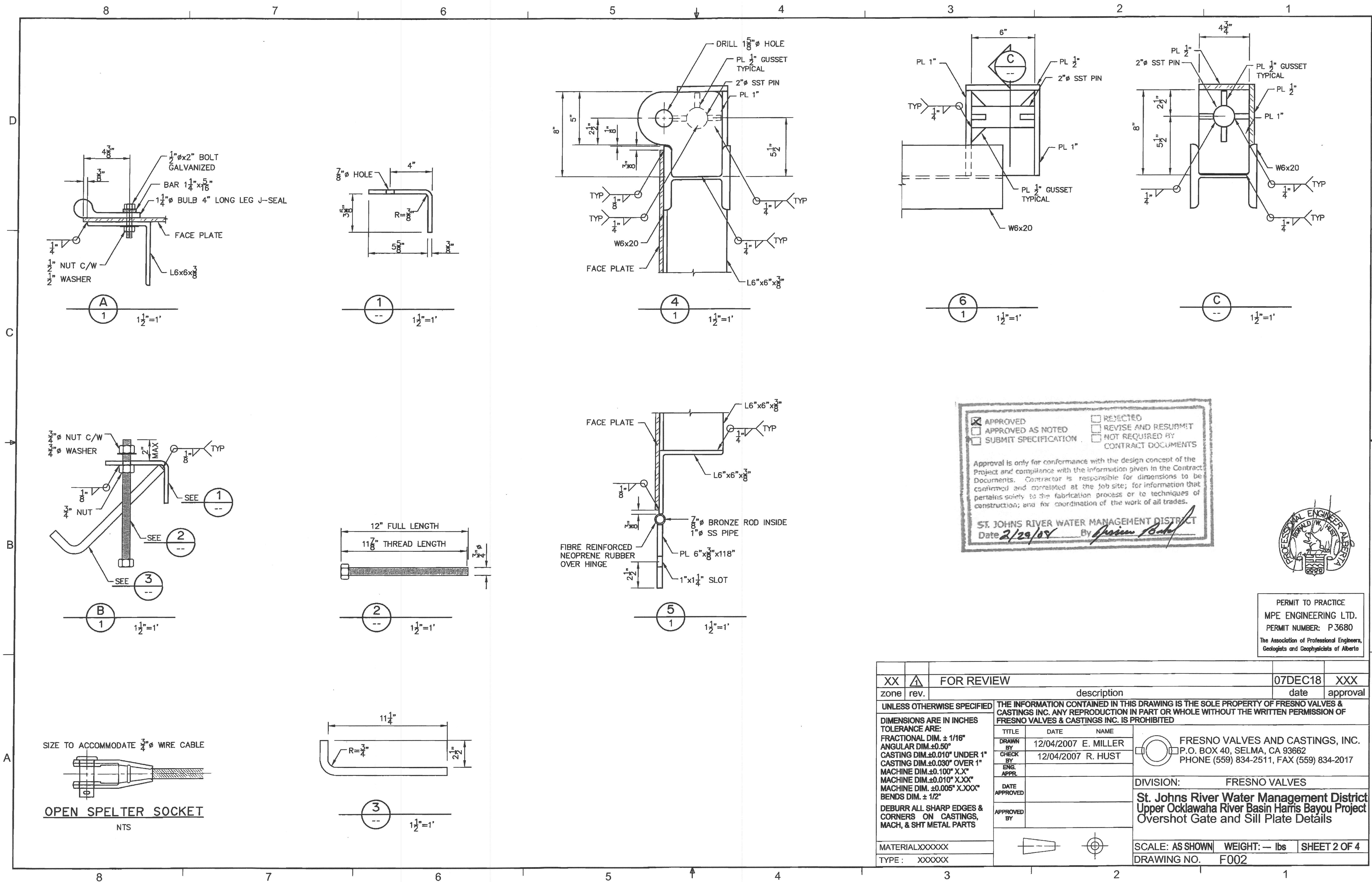


ELEVATION
1/2"=1'-0"



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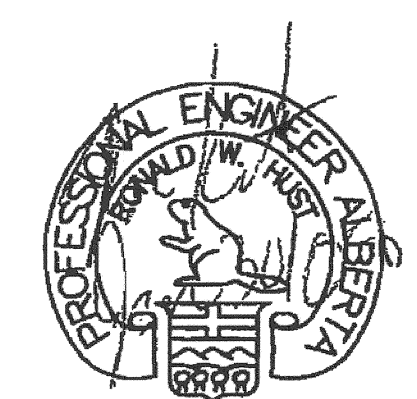
XX	Δ	FOR REVIEW	08 JAN 22	XXX																		
zone	rev.	description	date	approval																		
UNLESS OTHERWISE SPECIFIED		THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FRESNO VALVES & CASTINGS INC. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF FRESNO VALVES & CASTINGS INC. IS PROHIBITED																				
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CHECK BY	12/04/2007	R. HUST																				
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DATE APPROVED																						
APPROVED BY																						
DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS, MACH. & SHT METAL PARTS		<table border="1"> <tr> <td colspan="2">FRESNO VALVES AND CASTINGS, INC.</td> </tr> <tr> <td colspan="2">P.O. BOX 40, SELMA, CA 93662</td> </tr> <tr> <td colspan="2">PHONE (559) 834-2511, FAX (559) 834-2017</td> </tr> </table>			FRESNO VALVES AND CASTINGS, INC.		P.O. BOX 40, SELMA, CA 93662		PHONE (559) 834-2511, FAX (559) 834-2017													
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P.O. BOX 40, SELMA, CA 93662																						
PHONE (559) 834-2511, FAX (559) 834-2017																						
MATERIAL: XXXXXX		DIVISION: FRESNO VALVES																				
TYPE: XXXXXX		St. Johns River Water Management District Upper Ocklawaha River Basin Harris Bayou Project Overshot Gate and Sill Plate Assembly 2 Gate Required																				
		SCALE: AS SHOWN WEIGHT: 3105.7 lbs SHEET 1 OF 4 DRAWING NO. F001																				



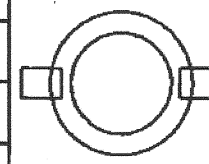
☒ APPROVED
☐ APPROVED AS NOTED
☐ SUBMIT SPECIFICATION
☐ REJECTED
☐ REVISE AND RESUBMIT
☐ NOT REQUIRED BY CONTRACT DOCUMENTS

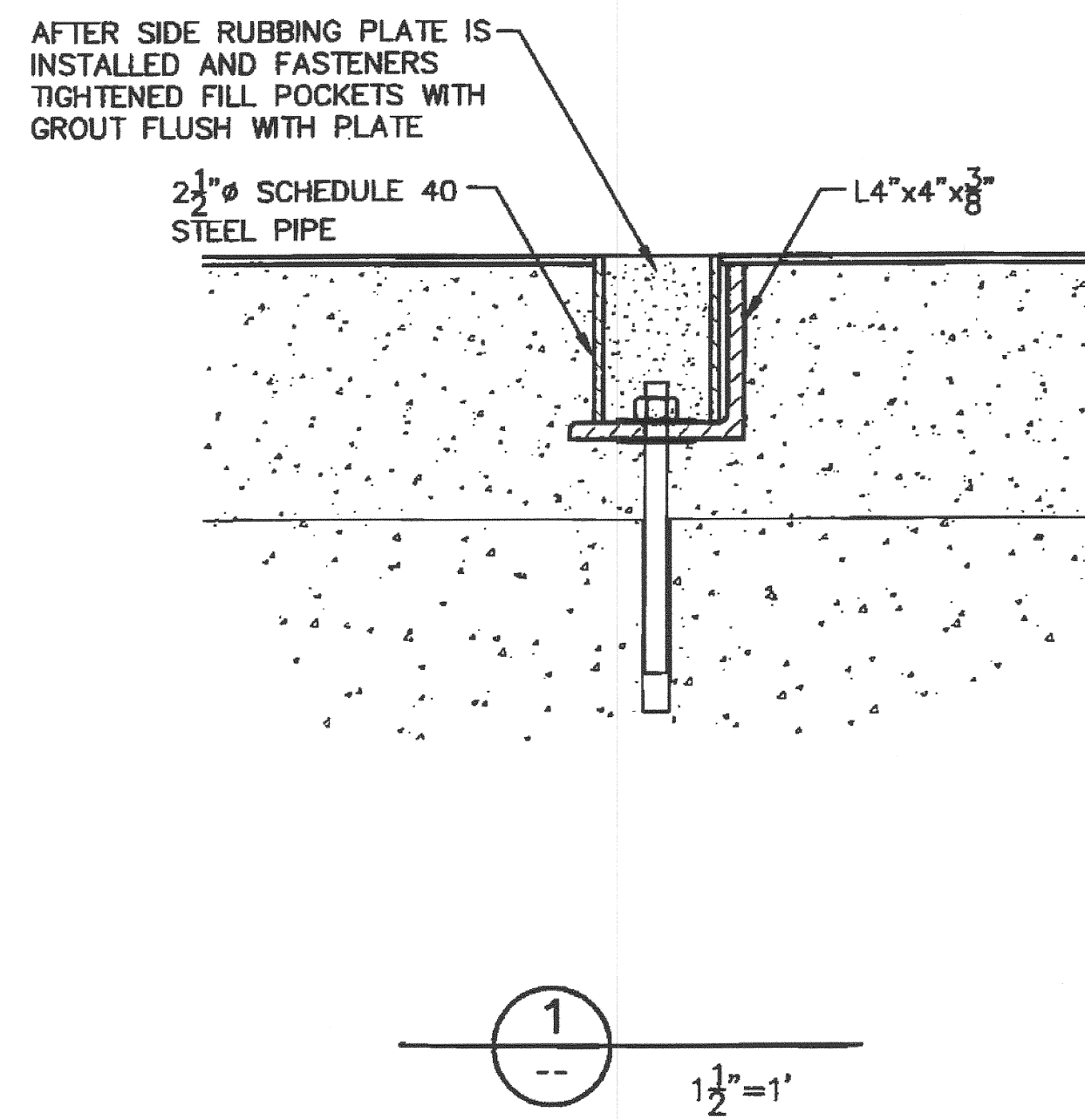
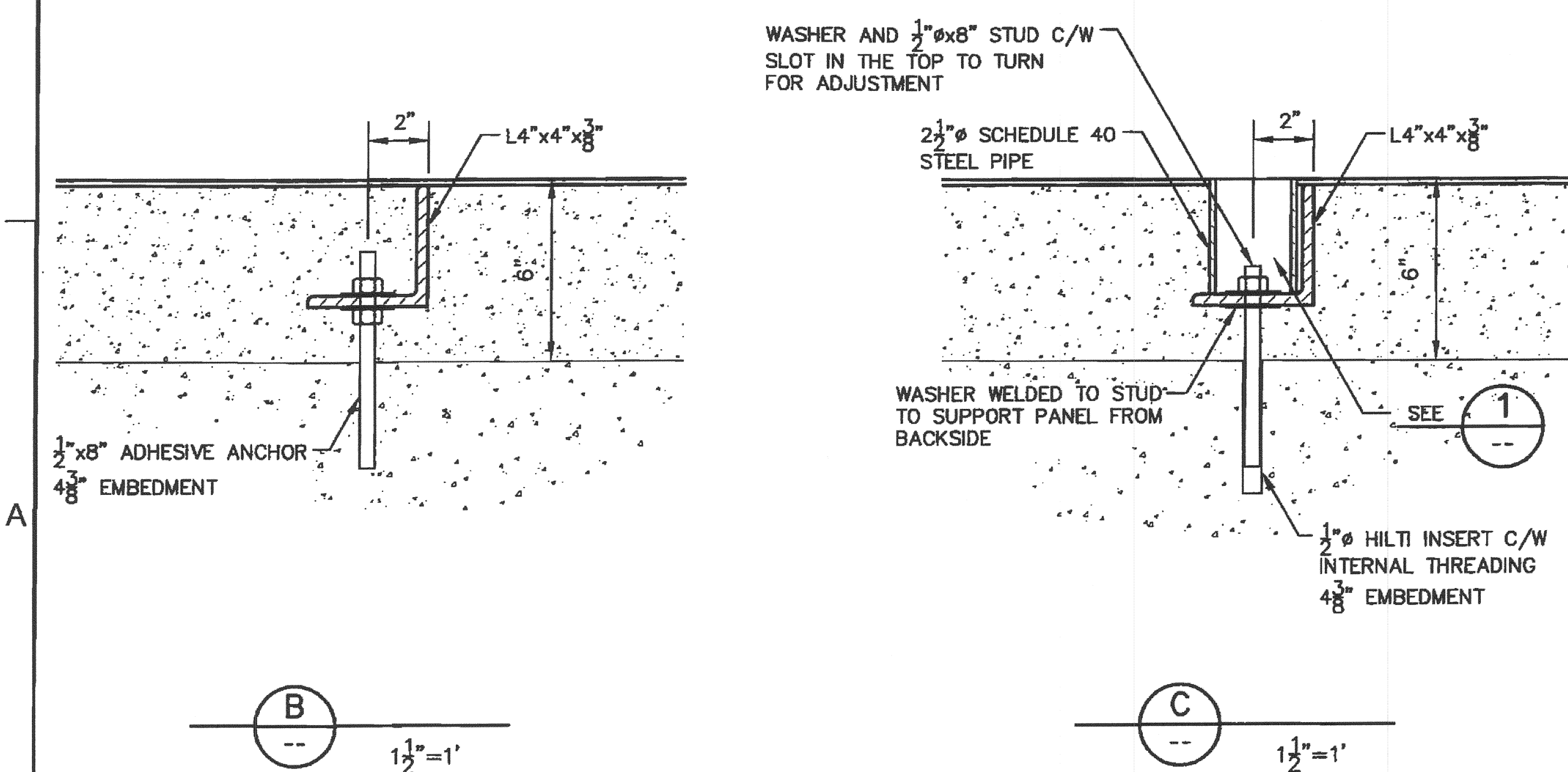
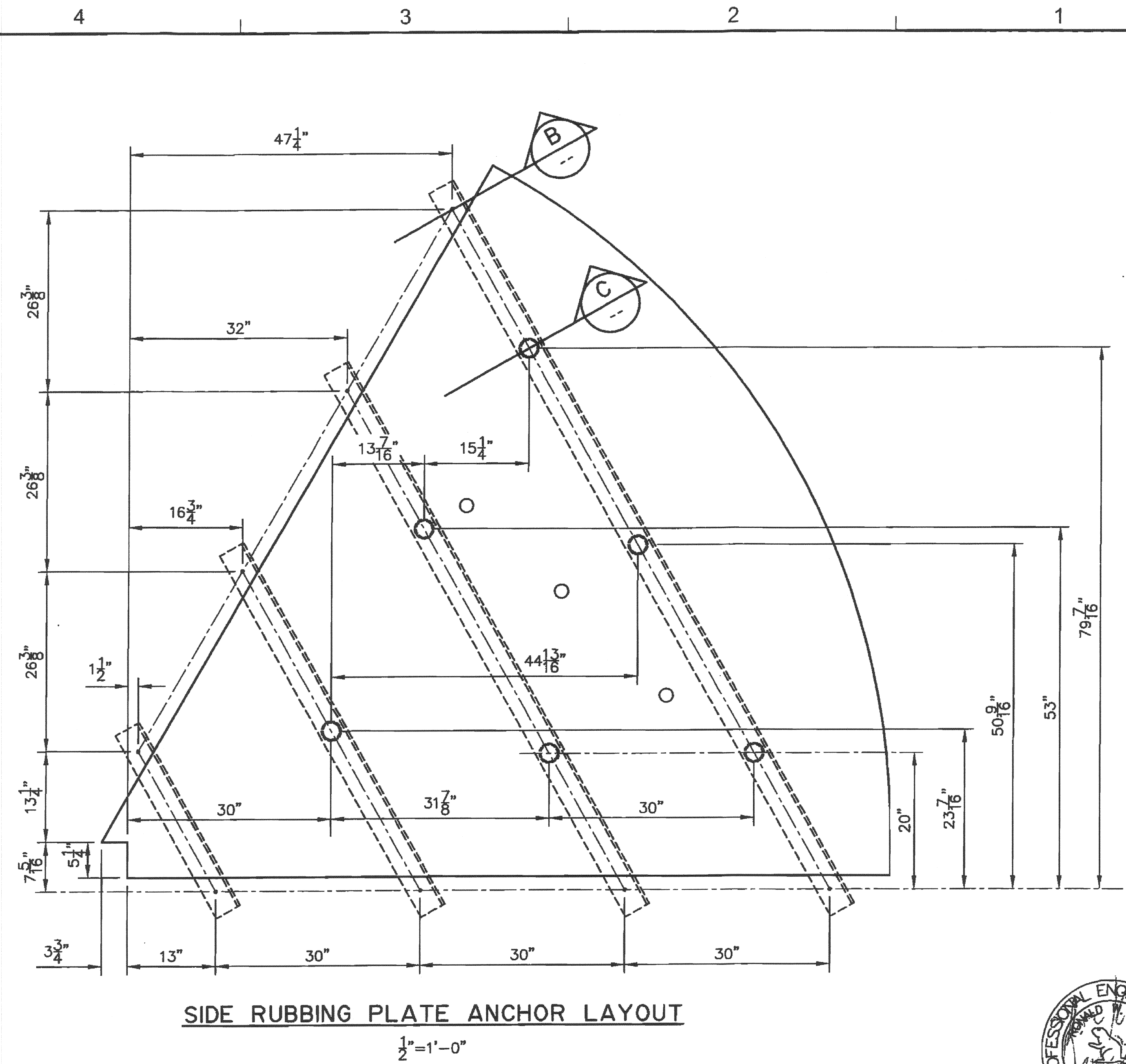
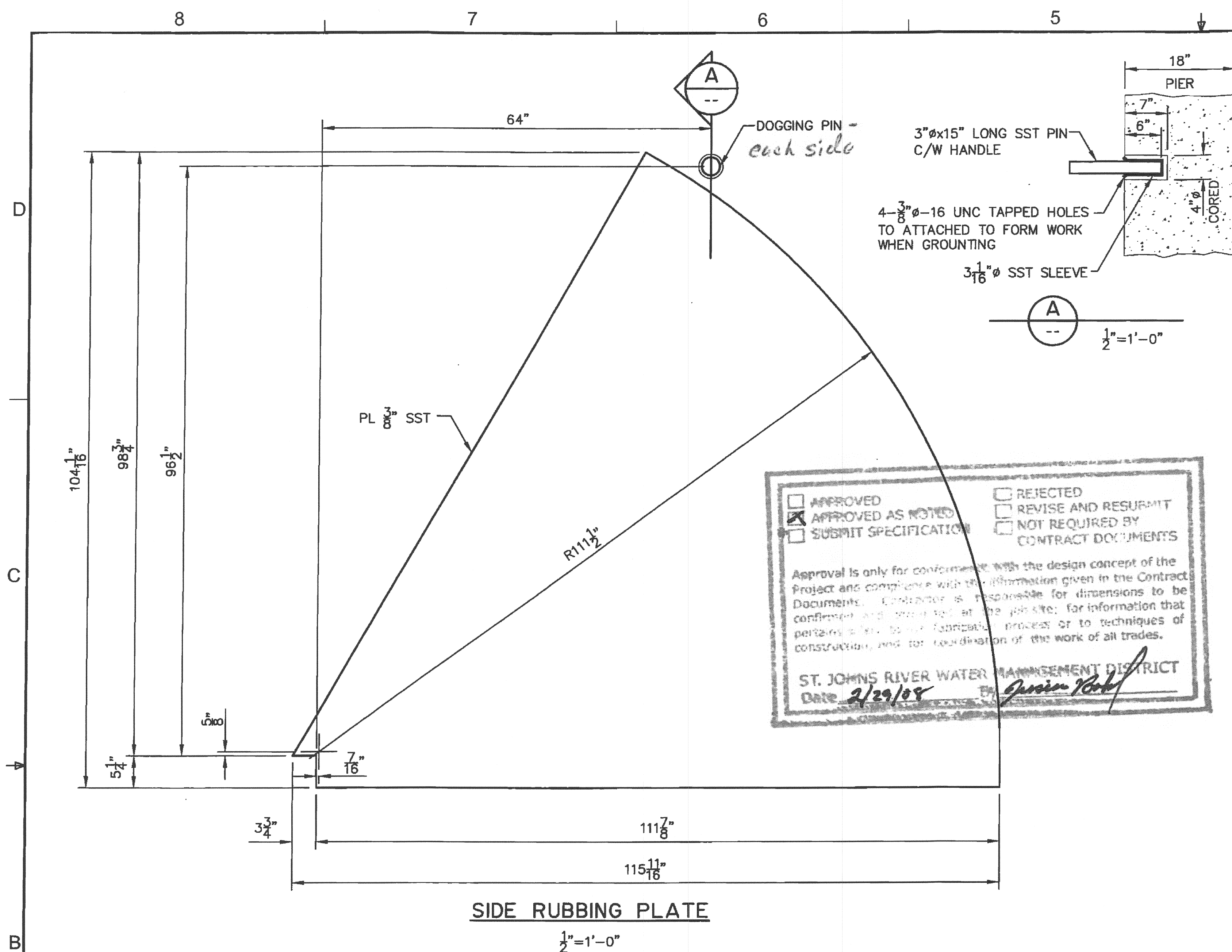
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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Date 2/29/07 By [Signature]



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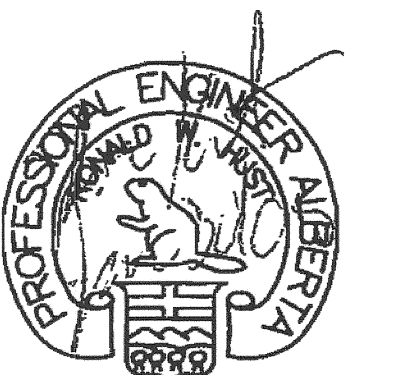
XX	Δ	FOR REVIEW	07DEC18	XXX
zone	rev.	description	date	approval
UNLESS OTHERWISE SPECIFIED				
DIMENSIONS ARE IN INCHES TOLERANCE ARE: FRACTIONAL DIM. ± 1/16" ANGULAR DIM. ± 0.50° CASTING DIM. ± 0.010" UNDER 1" CASTING DIM. ± 0.030" OVER 1" MACHINE DIM. ± 0.100" X.X" MACHINE DIM. ± 0.010" X.XXX" MACHINE DIM. ± 0.005" X.XXXX" BENDS DIM. ± 1/2" DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS, MACH. & SHT METAL PARTS				
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TITLE	DATE	NAME	 FRESNO VALVES AND CASTINGS, INC. P.O. BOX 40, SELMA, CA 93662 PHONE (559) 834-2511, FAX (559) 834-2017	
DRAWN BY	12/04/2007	E. MILLER		
CHECK BY	12/04/2007	R. HUST		
ENG. APPR.				
DATE APPROVED			DIVISION: FRESNO VALVES	
APPROVED BY			St. Johns River Water Management District Upper Ocklawaha River Basin Harris Bayou Project Overshot Gate and Sill Plate Details	
MATERIALXXXXXX			SCALE: AS SHOWN WEIGHT: — lbs SHEET 2 OF 4	
TYPE: XXXXXX			DRAWING NO. F002	



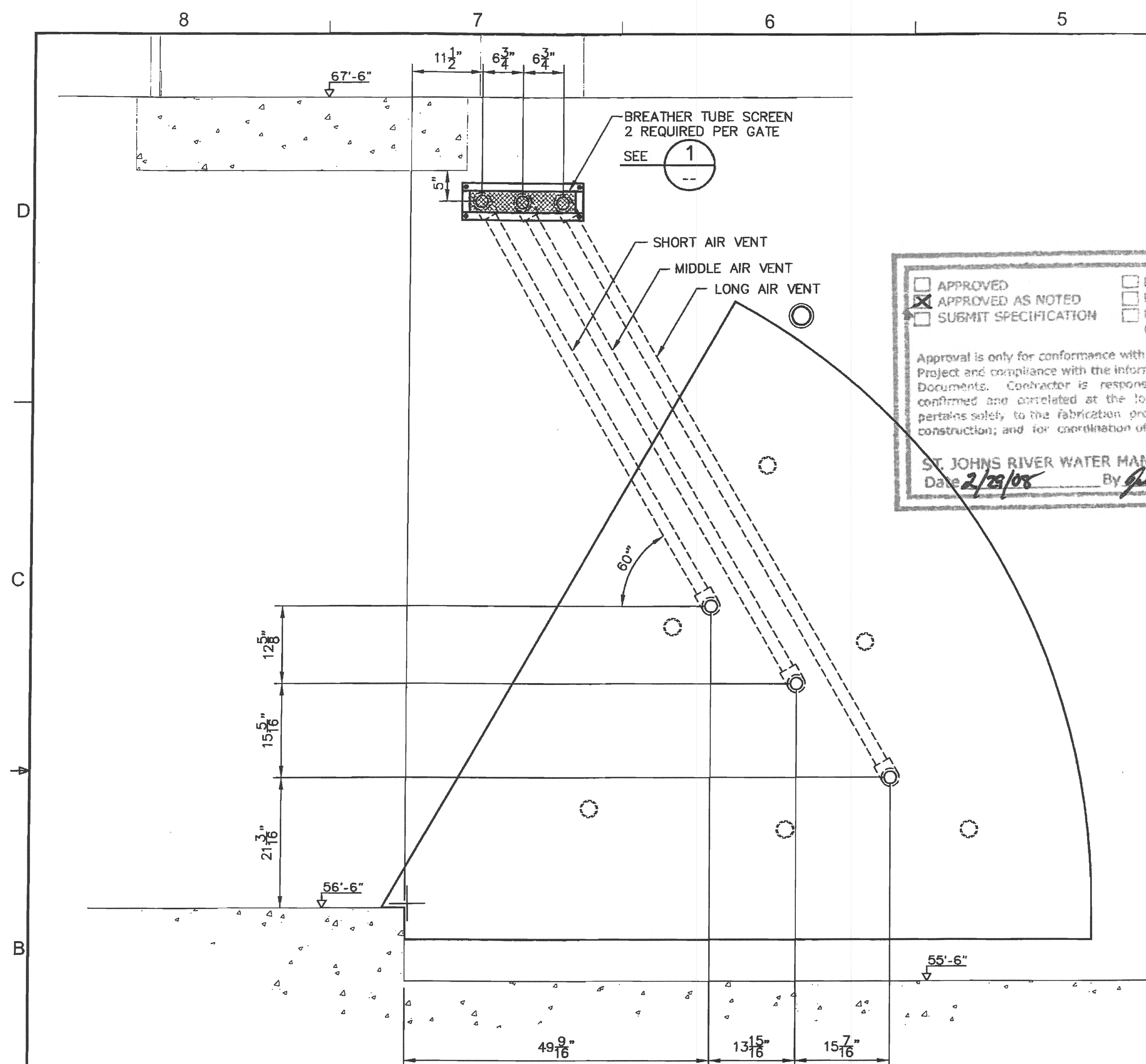
SIDE RUBBING PLATE INSTALLATION

- USE RUBBING PLATE AS A TEMPLATE AND MARK HOLE LOCATIONS
- REMOVE, DRILL HOLES AND INSTALL INSERTS ON INTERNAL HOLES AND ANCHORS ON OUTSIDE HOLES
- INSTALL SPECIAL INTERNAL STUD IN INSERTS
- PLACE RUBBING PLATE ON ANCHORS AND INSTALL SECOND WASHER AND NUT
- ADJUST RUBBING PLATE TO WITHIN TOLERANCE USING THE DOUBLE NUT ON THE OUTER ANCHORS AND USING A FLAT SCREW DRIVER AND TURNING THE STUD ON THE INTERNAL ANCHORS
- TIGHTEN ALL FASTENERS AND CONFIRM PLATE IS WITHIN TOLERANCES. ADJUST IF ESSENCE

XX	FOR REVIEW	07DEC18	XXX
zone	rev.	description	date approval
UNLESS OTHERWISE SPECIFIED			
DIMENSIONS ARE IN INCHES			
TOLERANCE ARE:			
FRACTIONAL DIM. $\pm 1/16"$			
ANGULAR DIM. $\pm 0.50^\circ$			
CASTING DIM. $\pm 0.010"$ UNDER 1"			
CASTING DIM. $\pm 0.030"$ OVER 1"			
MACHINE DIM. $\pm 0.100"$ X.X"			
MACHINE DIM. $\pm 0.010"$ X.XX"			
MACHINE DIM. $\pm 0.005"$ X.XXX"			
BENDS DIM. $\pm 1/2"$			
DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS, MACH. & SHT METAL PARTS			
MATERIAL XXXXXX		FRESNO VALVES AND CASTINGS, INC.	
TYPE: XXXXXX		P.O. BOX 40, SELMA, CA 93662	
		PHONE (559) 834-2511, FAX (559) 834-2017	
		DIVISION: FRESNO VALVES	
		St. Johns River Water Management District	
		Upper Ocklawaha River Basin Harris Bayou Project	
		Side Rubbing Plate Assembly	
		2 Plates Required Per Gate	
		SCALE: AS SHOWN WEIGHT: 1198.5 lbs SHEET 3 OF 4	
		DRAWING NO. F003	

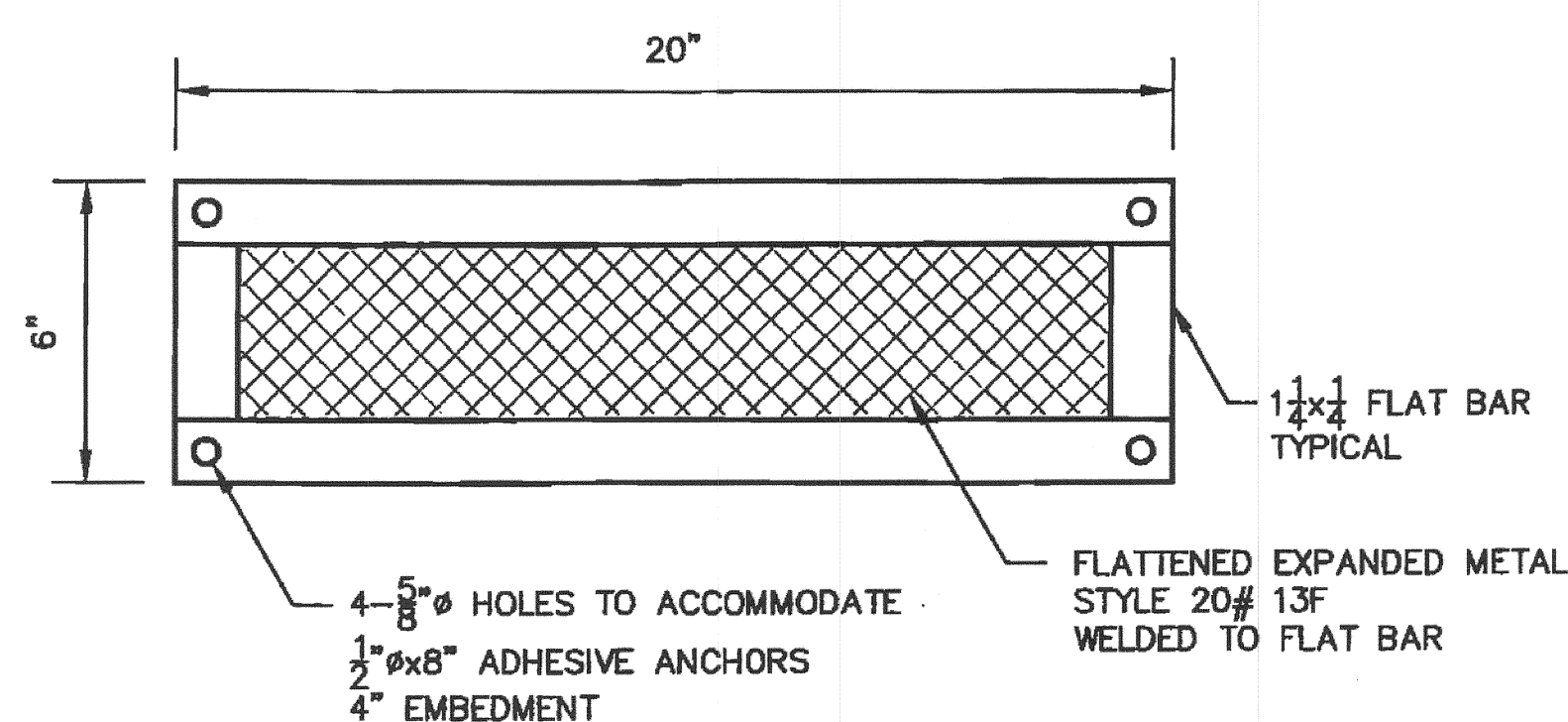


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PLAN

1/2" = 1'-0"

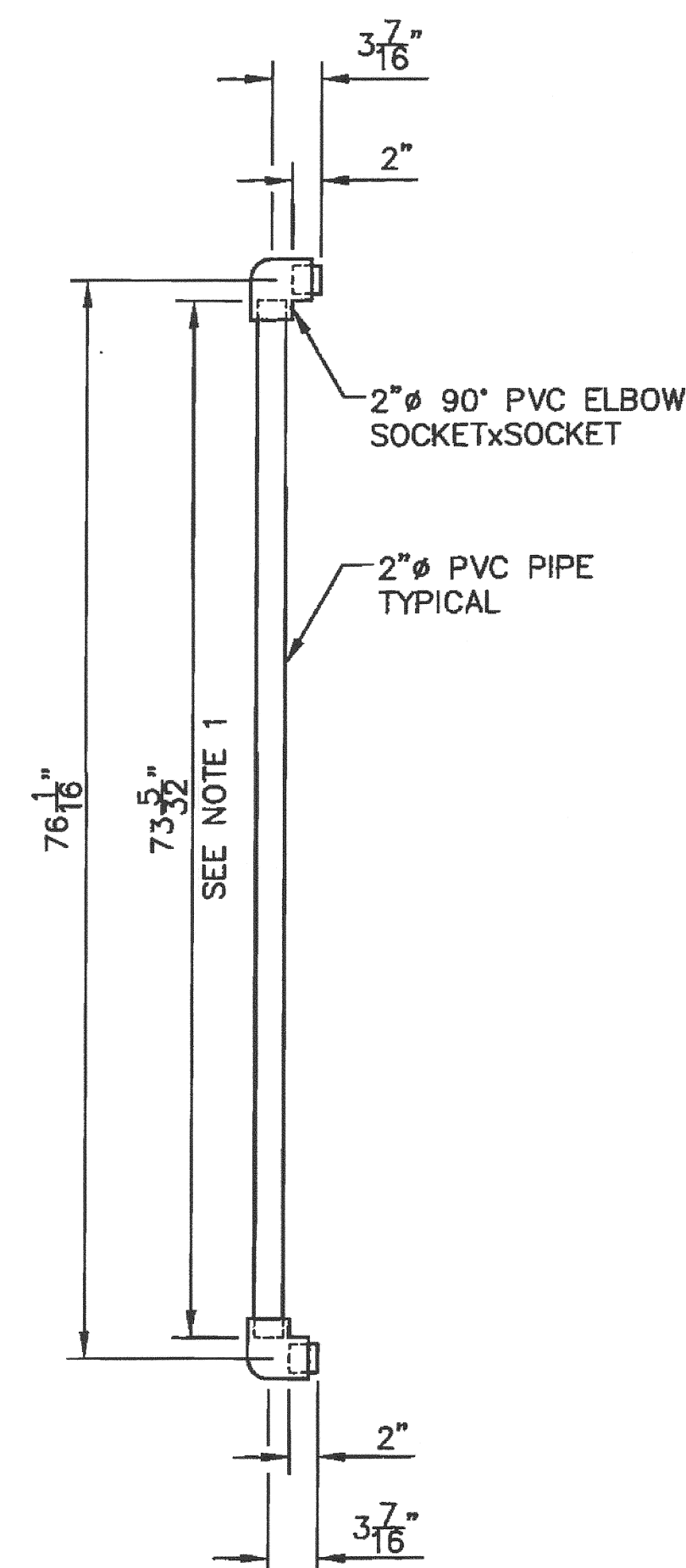


1
1/2" = 1'

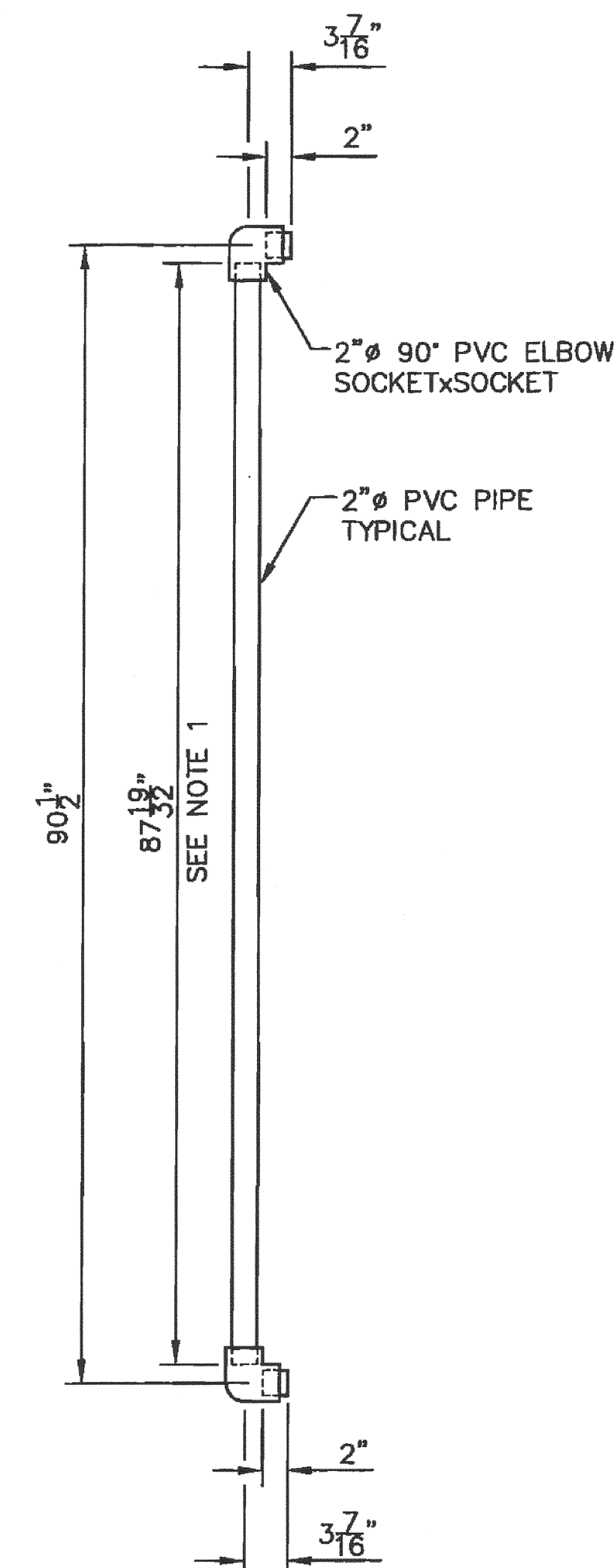
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<input type="checkbox"/> SUBMIT SPECIFICATION	<input type="checkbox"/> NOT REQUIRED BY CONTRACT DOCUMENTS

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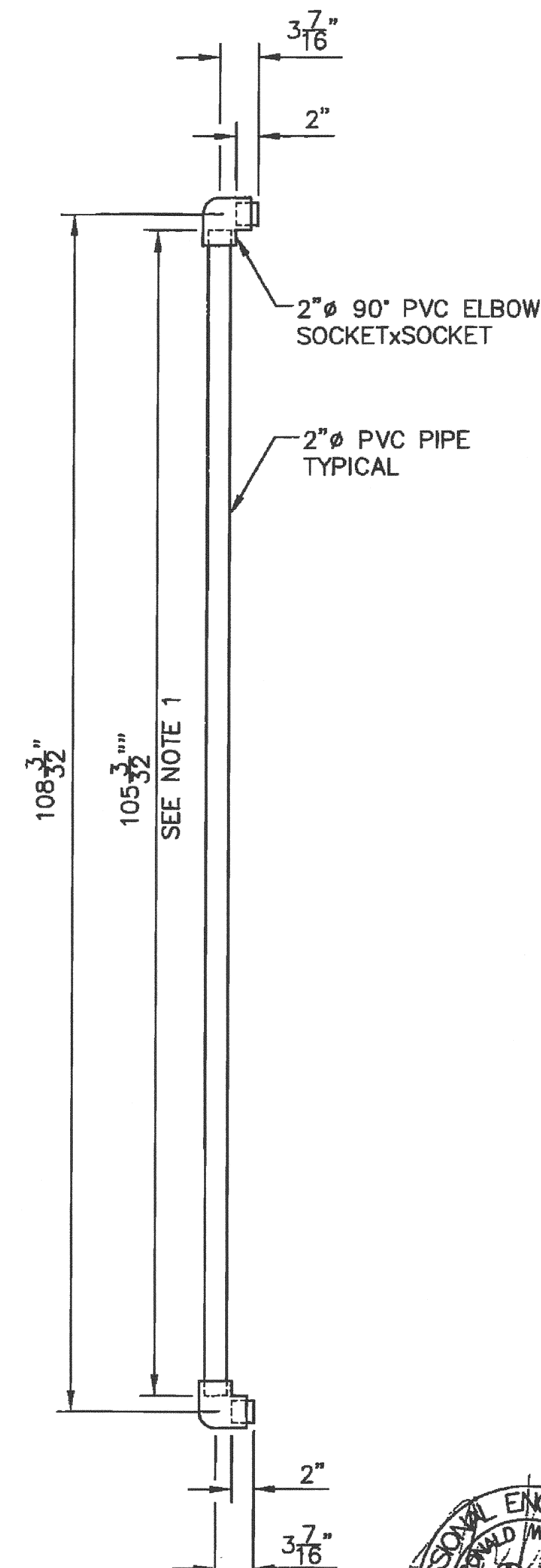
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Date 2/28/08 By Justin P. Smith



SHORT AIR VENT



MIDDLE AIR VENT



LONG AIR VENT

All PVC shall be Sch 40

- NOTES
- LENGTHS NOMINAL. VERIFY WITH FITTINGS



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XX	FOR REVIEW	08 JAN 22	XXX																		
zone	rev.	date	approval																		
UNLESS OTHERWISE SPECIFIED																					
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CHECK BY	12/04/2007	R. HUST																			
ENG. APPR.																					
DATE APPROVED																					
APPROVED BY																					
MATERIAL: XXXXXX TYPE: XXXXXX		<p>FRESNO VALVES AND CASTINGS, INC. P.O. BOX 40, SELMA, CA 93662 PHONE (559) 834-2511, FAX (559) 834-2017</p> <p>DIVISION: FRESNO VALVES</p> <p>St. Johns River Water Management District Upper Ocklawaha River Basin Harris Bayou Project Air Vent Tubes and Bird Screen 6 Tubes Required Per Gate</p> <p>SCALE: AS SHOWN WEIGHT: — lbs SHEET 4 OF 4 DRAWING NO. F004</p>																			

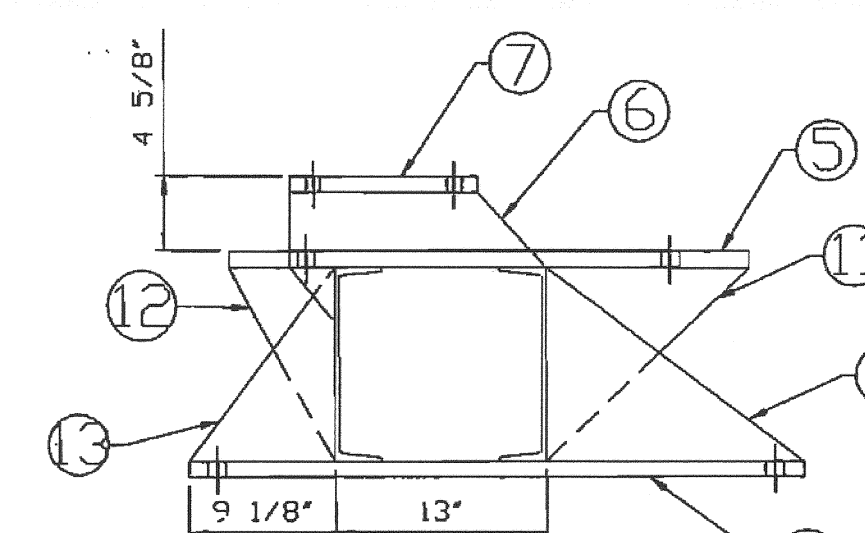
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MANUAL CHANGES NOT ALLOWED

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<input type="checkbox"/> SURMISE - ELUCIDATION	<input type="checkbox"/> NOT REQUIRED BY CONTRACT DOCUMENTS

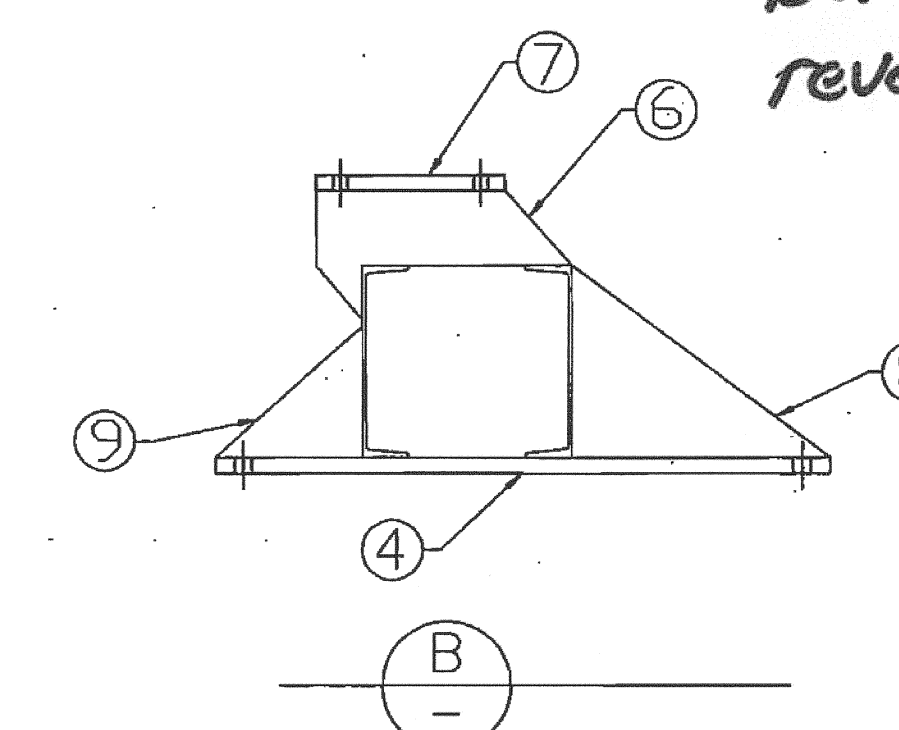
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contractor is responsible for dimensions to be
related at the job site; for information that
the fabrication process or to techniques of
and for coordination of the work of all trades.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Date: 2/29/08 By: Gusman Buh

BILL OF MATERIAL				
NO.	QTY		MAT'L	WT. PART/DWG NO.
1	2	C12 x 20.7 x 165.75	STL	
2	1	1 x 12 x 38 PLATE	STL	
3	2	0.375 x 12 x 13 PLATE	STL	
4	1	1 x 8 x 38 PLATE	STL	
5	1	1 x 12.36 x 32.25 PLATE	STL	
6	6	0.75 x 8 x 15.8125 PLATE	STL	
7	3	1 x 5.5 x 11.625 PLATE	STL	
8	2	0.5 x 15.875 x 12 PLATE	STL	
9	1	0.5 x 8.124 x 9.125 PLATE	STL	
10	3	0.375 x 12.543 x 12 PLATE	STL	
11	1	0.5 x 12.6 x 12 PLATE	STL	
12	1	0.5 x 6.64 x 12 PLATE	STL	
13	1	0.5 x 9.125 x 12 PLATE	STL	

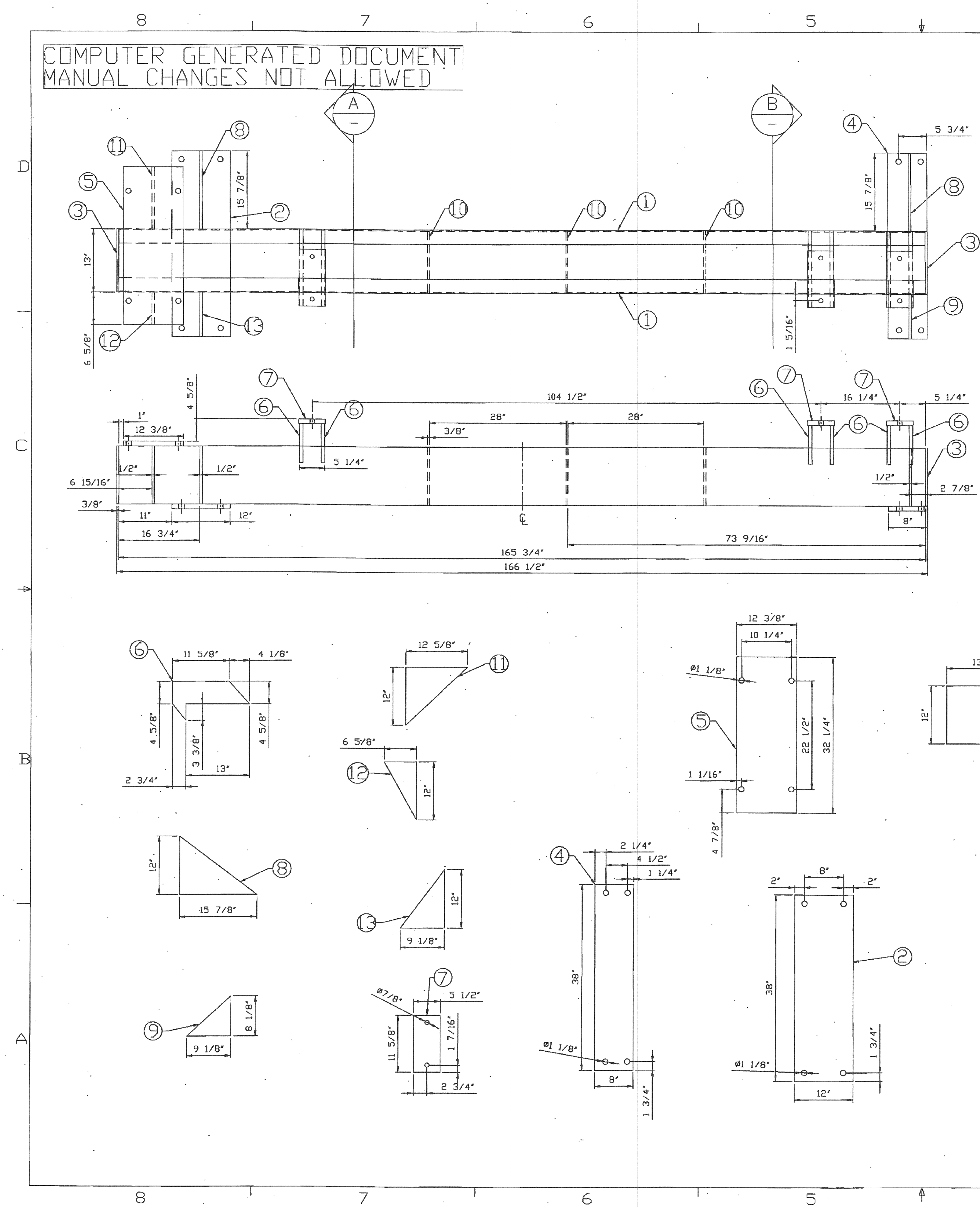


Detail shall be
reversed

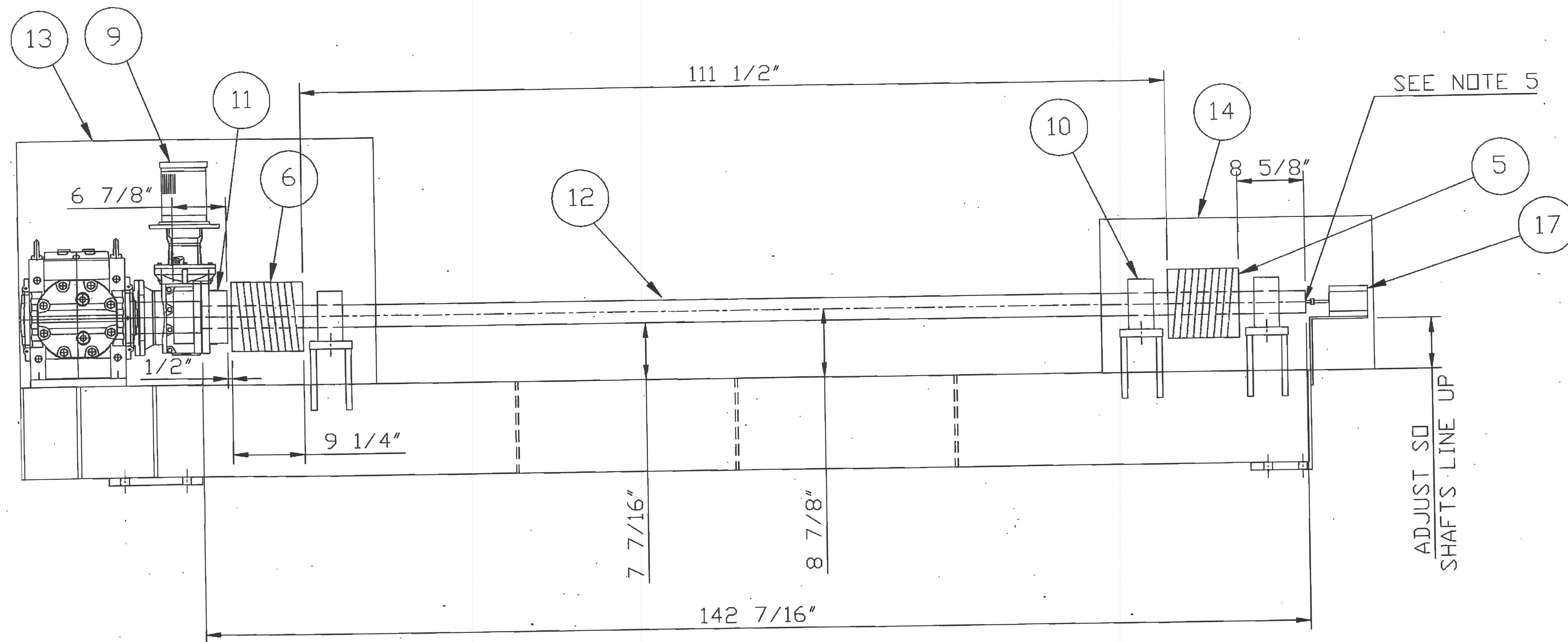


- NOTES:
- 1) ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE
 - 2) DO NOT SCALE DRAWING
 - 3) MATERIAL - UNLESS OTHERWISE NOTED:
STL - STEEL ASTM A36 MINIMUM
C12x20.7 IMP
 - 4) C-CHANNEL TO BE CAS G40.21 TYPE 33W MINIMUM YIELD STRENGTH OF 33KSI
 - 5) PAINT:
-WASSER HIGH-TECH COATING SYSTEM AS SPECIFIED
-COLD R ???
 - 6) TOLERANCE, UNLESS OTHERWISE NOTED
-LENGTH & WIDTH DIMENSIONS; +0, -1/8"
-DIMENSIONS TO HOLES; +0R - 1/16"
-TOLERANCES SHALL NOT BE ACCUMULATIVE
 - 7) TWO HOISTS REQUIRED
SECOND HOIST IS AN EXACT MIRROR OF THIS HOIST

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FRESNO VALVES & CASTINGS INC. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF FRESNO VALVES & CASTING INC. IS PROHIBITED	
TOLERANCE ARE:		TITLE	NAME
FRACTIONAL DIM. ± 1/16"		DATE	RM
ANGULAR DIM. ± 0.50°		DRAWN	01/30/2008
CASTING DIM. ± 0.025" UPTO 6"		CHECKED	
ADD ± 0.0025" / INCH OVER 6"		APPRVD	
MACHINE DIM. ± 0.100" X.XX"			
MACHINE DIM. ± 0.010" X.XX"			
MACHINE DIM. ± 0.005" X.XXX"			
BENDS DIM. ± 1/2"			
DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS			
MACH. PARTS, SHT. METAL PARTS			
MATERIAL:		FRESNO VALVES AND CASTINGS, INC.	
TYPE:		P.O. BOX 40, SELMA, CA 93662	
		PHONE (559) 834-2511, FAX (559) 834-2017	
		DIVISION: FRESNO VALVES	
		ST. JOHNS RIVER WATER MANAGEMENT	
		UPPER OCKLAWAHA RIVER BASIN	
		HARRIS BAYOU PROJECT	
		10' X 8' OVERSHOT GATE	
		SCALE: NTS	SHEET 1 OF 2
		DRAWING NO. 21-07-03 RI	



COMPUTER GENERATED DOCUMENT
ANUAL CHANGES NOT ALLOWED



2		1			
BILL OF MATERIAL					
NO.	QTY		MAT'L	WT.	PART/DWG
1					
2	1	GEARBOX (SEW EURODRIVE)			
3					
4					
5	1	9" DIA. RIGHT HAND CABLE DRUM	PTDSTL		
6	1	9" DIA. LEFT HAND CABLE DRUM	PTDSTL		
7					
8					
9	1	1HP 24V DC MOTOR			
10	3	2 15/16" DIA. PILLOW BLOCK BEARING			
11	1	CROSS SHAFT COUPLER	PTDSTL		
12	1	CROSS SHAFT (2 15/16" O.D. SHAFT)	SSTL		
13	1	LOCKABLE GEARBOX COVER	PTDSTL		
14	1	LOCKABLE DRUM COVER	PTDSTL		
15					
16					
17	1	ROTARY LIMIT DC SWITCH			

<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> REJECTED
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REVISE AND RESUBMIT
<input type="checkbox"/> SUBMIT SPECIFICATION	<input type="checkbox"/> NOT REQUIRED BY CONTRACT DOCUMENTS

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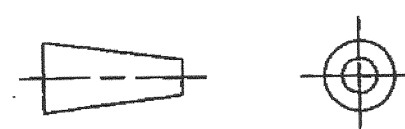
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Date: 2/29/08 By: *Jessie R. Baber*

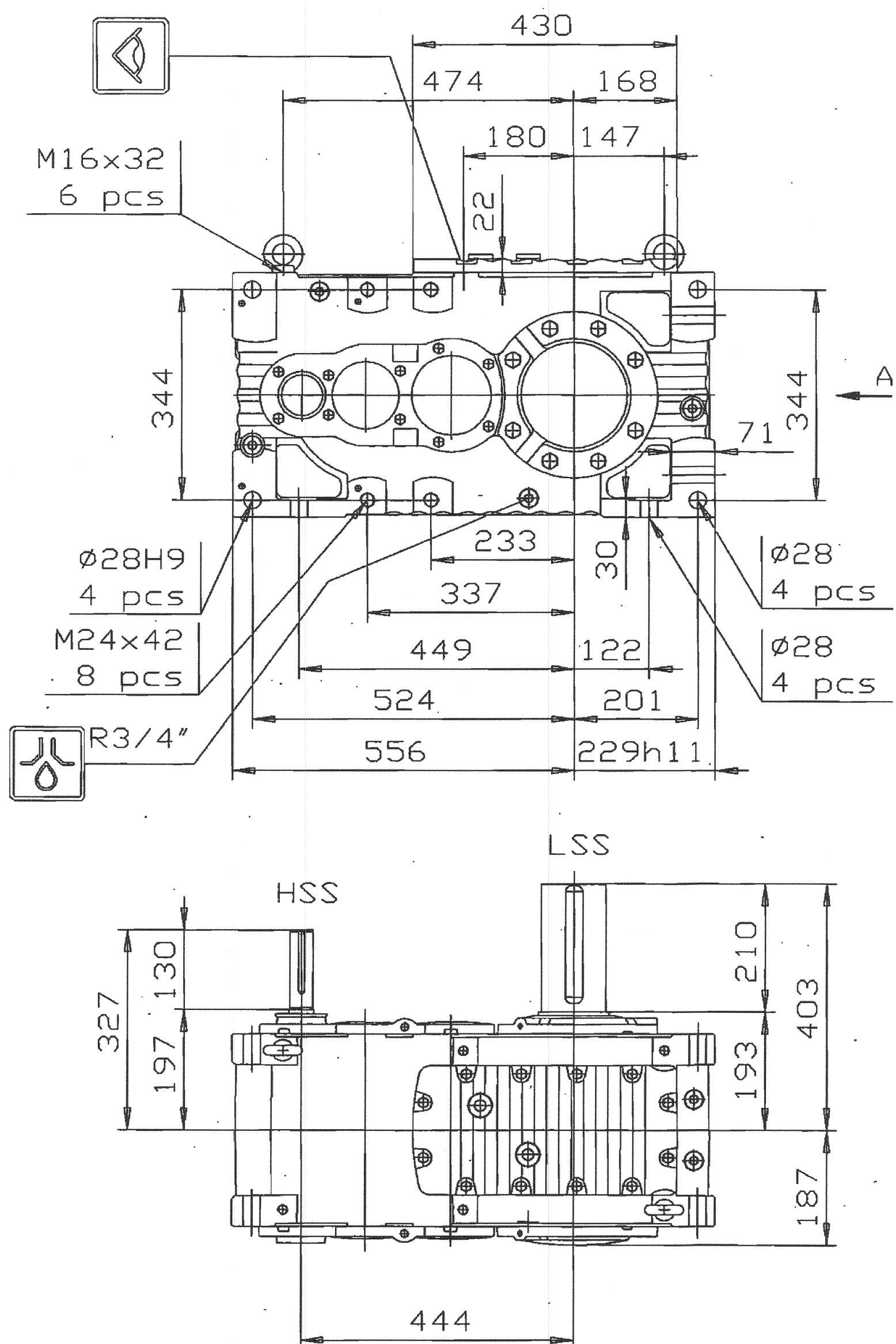
- NOTES:
- 1) ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE
 - 2) DO NOT SCALE DRAWING
 - 3) MATERIAL:
 - STL - STEEL ASTM A36 MINIMUM MINIMUM UNLESS OTHERWISE NOTED
 - DRUMS - AISI 1018 ROUND BAR MINIMUM
 - CROSS SHAFT - AISI 416 STAINLESS STEEL MINIMUM YIELD STRENGTH PF 85 KSI (GET MILL CERT)
 - FASTENERS - 316SS - ASTM F593, F594 STAINLESS STEEL TYPE 316
 - 4) PAINT ALL PARTS WITH EXCEPTION OF STAINLESS STEEL WITH:
 - WASSER HIGH-TECH COATING SYSTEM AS SPECIFIED
 - COLOR ???
 - 5) DRILL & TAP END OF CROSS SHAFT AND INSERT 1/2" READY ROD WITH A FLEX COUPLER ATTACHED
 - 6) DRUMS TO BE 9" IN DIAMETER TO ALLOW 6 WRAPS + 2 EXTRA = 8 WRAPS TOTAL
DRUM SHOULD BE 9.25" LONG
 - 7) ENSURE CABLE HAS 2.5 TO 3 DEAD WRAPS ON DRUM WITH THE GATE IN THE OPEN POSITION
 - 8) TWO HOIST REQUIRED
SECOND HOIST IS AN EXACT MIRROR OF THIS HOIST

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
TOLERANCE ARE:
FRACTIONAL DIM. $\pm 1/16"$
ANGULAR DIM. $\pm 0.50^\circ$
CASTING DIM. $\pm 0.025"$ UP TO 6"
ADD $\pm 0.0025"$ / INCH OVER 6"
MACHINE DIM. $\pm 0.100"$ X.X"
MACHINE DIM. $\pm 0.010"$ X.XX"
MACHINE DIM. $\pm 0.005"$ X.XXX"
BENDS DIM. $\pm 1/2"$
DEBURR ALL SHARP EDGES & CORNERS ON CASTINGS, MACH. PARTS, SHT. METAL PARTS
MATERIAL:
TYPE:

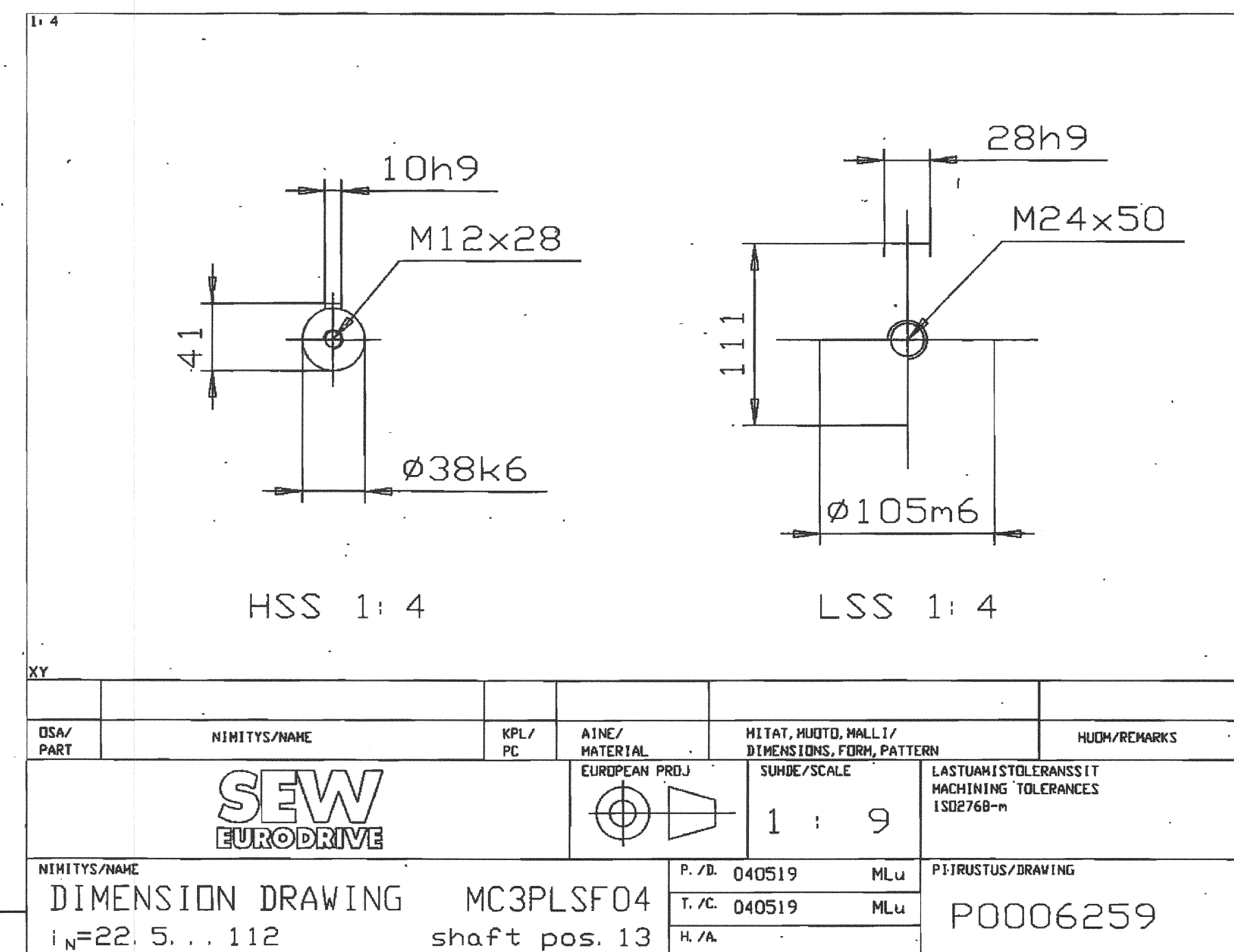
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TITLE	DATE	NAME	
DRAWN	01/30/2008	RM	FRESNO VALVES AND CASTINGS, INC. P.O. BOX 40, SELMA, CA 93662 PHONE (559) 834-2511, FAX (559) 834-
CHECKED			
APPRVD			DIVISION: FRESNO VALVES
			ST. JOHNS RIVER WATER MANAGEN UPPER OCKLAWAHA RIVER BASI HARRIS BAYOU PROJECT 10' X 8' OVERSHOT GATE
			SCALE: NTS
			DRAWING NO. 21-07-04 R1





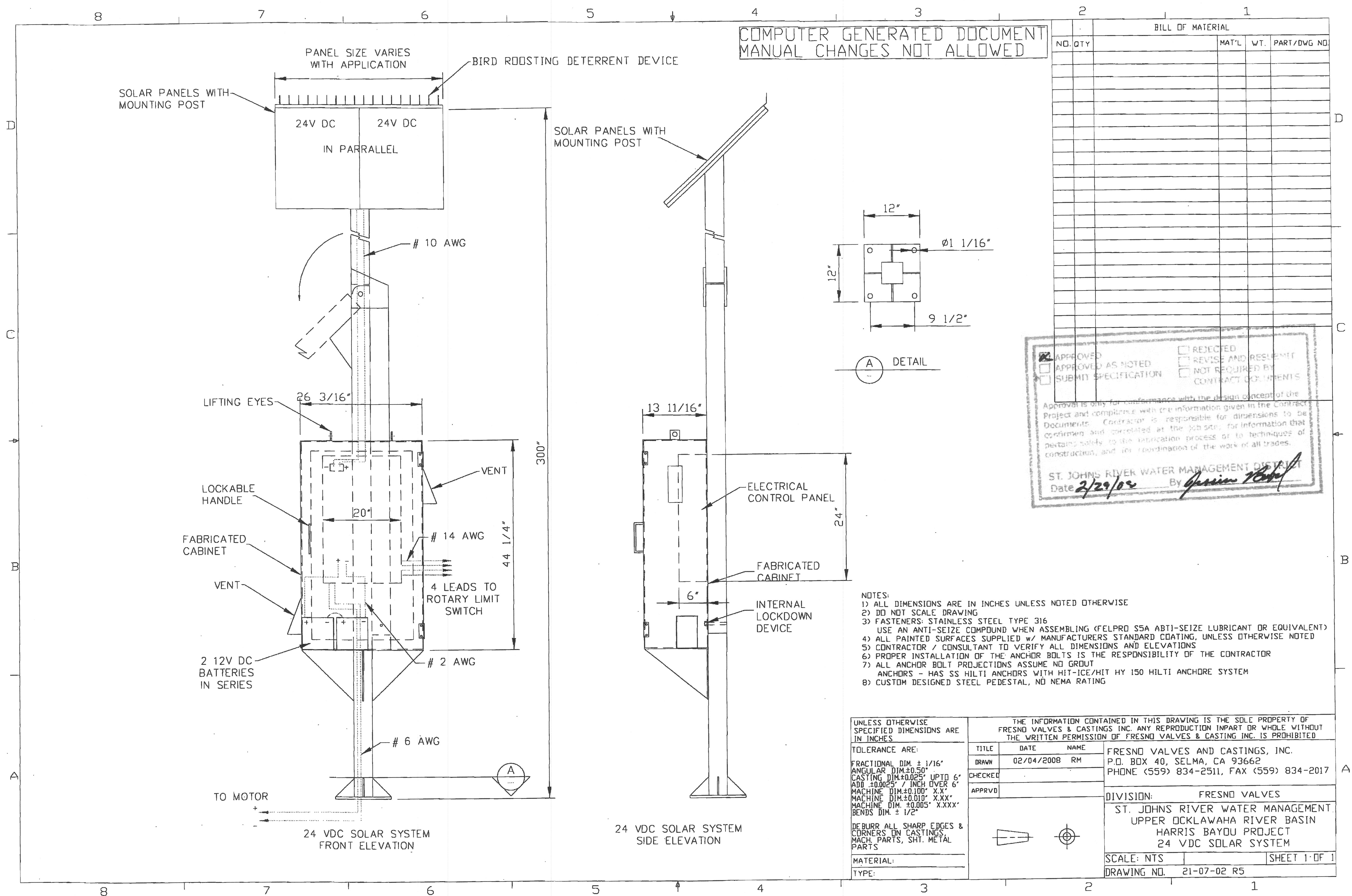
WEIGHT 396 KG



☒ APPROVED
☐ APPROVED AS NOTED
☐ SUBMIT SPECIFICATION
☐ REJECTED
☐ REVISE AND RESUBMIT
☐ NOT REQUIRED BY CONTRACT DOCUMENTS

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication process or to techniques of construction; and for coordination of the work of all trades.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 Date 2/29/08 By *James P. Smith*



APPENDIX C: PHOTOS OF EXISTING STRUCTURE



Fig. 1

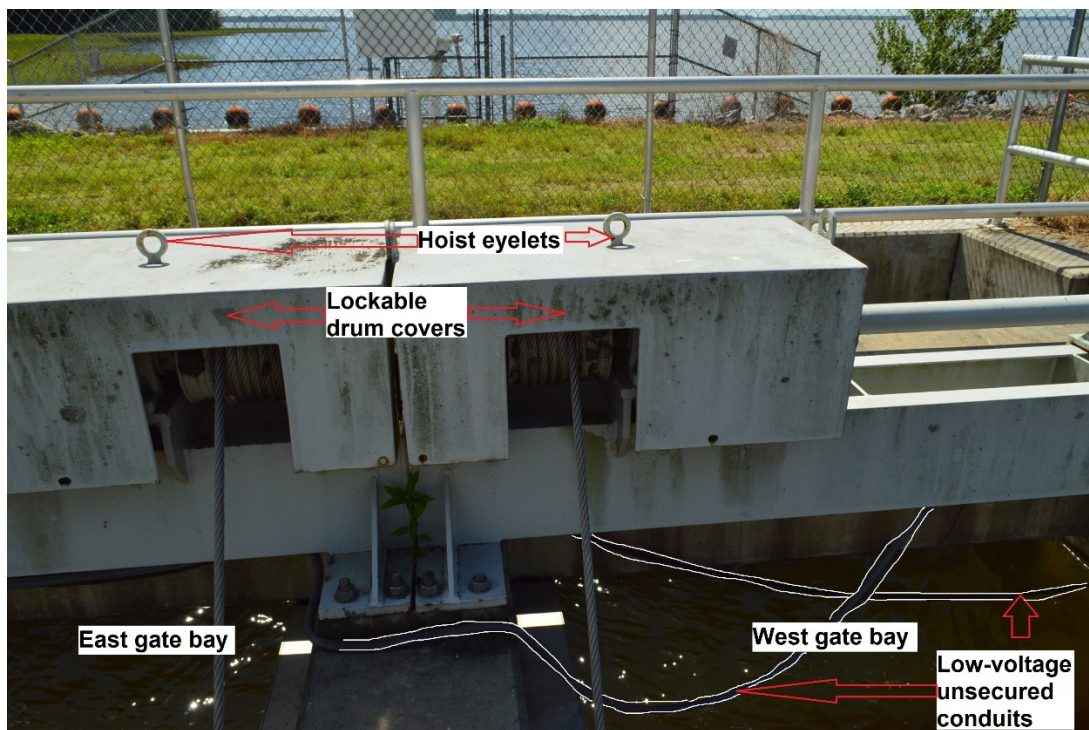


Fig. 2

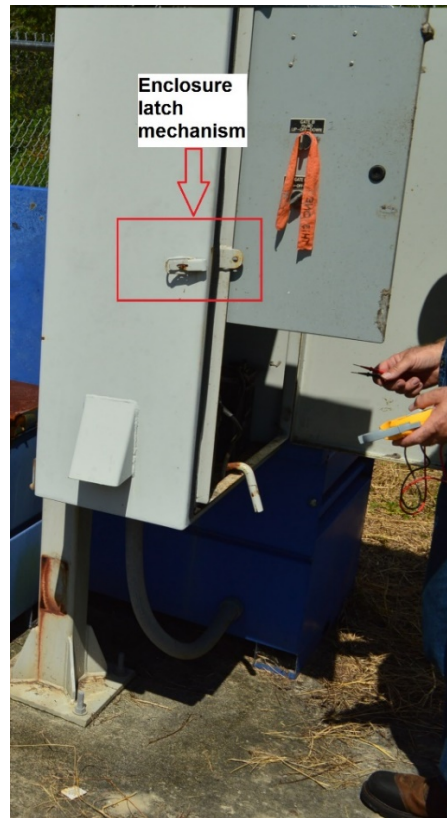


Fig. 3



Fig. 4

APPENDIX D: PROTECTIVE COATINGS

SECTION 09900 PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall provide coating on exterior and interior surfaces throughout the Project and which are listed in PART 2, with systems specified on "coating system" sheets at the end of this SECTION.
- B. Regulatory Requirements: In addition to requirements specified elsewhere for environmental protection, provide coating materials that conform to the restrictions of the local and regional jurisdiction. Notify the DISTRICT of any coating specified herein that fails to conform to the requirements for the location of the Project or location of application.
 - 1. Lead Content: Use only coatings that are totally lead free.
 - 2. Chromate Content: Do not use coatings containing zinc-chromate or strontium chromate.
 - 3. Asbestos Content: Materials shall not contain asbestos.
 - 4. Mercury Content: Materials shall not contain mercury or mercury compounds.
 - 5. The specified maximum volatile organic compounds (VOC) content shall apply to the unthinned product.

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the publications of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. American National Standards Institute (ANSI):
 - a. A13.1 - Scheme for the Identification of Piping Systems
 - b. Z535.1 - Safety Colors
 - 2. American Society for Testing and Materials (ASTM):
 - a. C267 - Standard Test Methods for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes
 - b. D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
 - c. D4258 - Standard Practice for Surface Cleaning Concrete for Coating
 - d. D4259 - Standard Practice for Abrading Concrete
 - e. D4260 - Standard Practice for Acid Etching Concrete
 - f. D4261 - Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating
 - g. D5201 - Standard Practice for Calculating Formulation Physical Constants of Paints and Coatings
 - h. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
 - 3. Society for Protective Coatings (SSPC) Surface Preparation Specifications:
 - a. SP1 - Solvent Cleaning: Removes oil, grease, soil, drawing and cutting compounds, and other soluble contaminants.
 - b. SP2 - Hand Tool Cleaning: Removes loose mill scale, loose rust, loose paint and other loose foreign matter.
 - c. SP3 - Power Tool Cleaning: Removes loose material. Not intended to remove all scale or rust.
 - d. SP5 - White Metal Blast Cleaning: Removes all scale, rust, foreign matter. Leaves surface gray-white uniform metallic color.

- e. SP6 - Commercial Blast Cleaning: Two-thirds of each square inch free of all visible residues; remainder only light discoloration.
- f. SP7 - Brush-Off Blast Cleaning: Removes only loose material, remaining surface tight and abraded to give anchor pattern.
- g. SP10 - Near-White Blast Cleaning: At least 95% of each square inch shall be free of all visible residues.
- h. SP11 - Power Tool Cleaning to Bare Metal
- 4. International Concrete Repair Institute (ICRI)
 - a. Guideline #03732: Surface preparation should comply with ICRI technical guideline number 03732 (selecting and specifying concrete surface preparation for sealers, coatings and polymer overlays).
- 5. United States Army Corps of Engineers (USACE)
 - a. CRD-C 48 - Standard Test Method for Water Permeability of Concrete
 - b. CRD C163 Test Method for Water Permeability of Concrete Using Triaxial Cell

1.03 DEFINITIONS:

- A. Coating systems include surface preparation, prime coat (first coat), finish coats (second and third coats), inspection, cleaning, and touch-up of surfaces and equipment. Shop preparation, prime coat, and finish coats to be shop-applied may be specified elsewhere or referenced to this SECTION so that a complete system is specified and coordinated.
 - 1. Where surface preparation and first (prime) coat are specified in other SECTIONS to be shop-applied, such as for structural steel, hollow metal doors or equipment, only the touch-up and finish coats are a part of field painting. Surface preparation is the required degree of preparation prior to application of first (prime) coat regardless if done in shop or field.
 - 2. If materials are provided without shop primer such as miscellaneous steel or sheet metal, then surface preparation, first, second, and third coats are a part of field painting.
 - 3. Concealed surfaces are generally not required to have finish-coats unless otherwise specified, but prime coat should be applied and touched up prior to concealment.
 - 4. Where equipment and materials are provided with shop-applied finished coating system, only touch-up is a part of field painting.
 - 5. Refer to applicable SECTIONS to determine whether surface preparation and first coat, or complete coating system, is to be shop-applied.
 - 6. The term "DFT" means minimum dry film thickness, with no tolerance for thinner films.

1.04 SUBMITTALS:

- A. Submittals include, but are not limited to, the following:
 - 1. Schedule of products and paint systems to be used. Schedule shall include the following information:
 - a. Surfaces for system to be applied
 - b. Surface preparation method and degree of cleanliness
 - c. Product MANUFACTURER, name, and number
 - d. Method of application
 - e. Dry film thickness per coat of coating to be applied
 - 2. Color charts for selection and acceptance
 - 3. Product information
 - a. MANUFACTURER's data sheet for each product proposed
 - b. Technical and performance information that demonstrates compliance with the system performance and material requirements

- c. MANUFACTURER's instructions and recommendations on surface preparation and application
 - d. Compatibility of shop and field applied coatings (where applicable)
 - e. Material Safety Data Sheet (MSDS) filled out completely according to the Florida Right-to-Know Law, Chapter 442, Florida Statutes, clearly identifying each product used.
- 4. Certification signed by coating MANUFACTURERS stating that each coating is suitable for service intended as stated on each coating system sheet, and that the materials to be installed comply in all respects with the requirements of this SECTION.
- 5. The CONTRACTOR shall certify in writing to the DISTRICT that applicators have previously applied all the systems in this SECTION and have the ability and equipment to prepare the surfaces and apply the coatings correctly.

1.05 RESPONSIBILITIES: (Not Used)

1.06 WARRANTY:

- A. The MANUFACTURER shall warrant the MATERIALS, and PRODUCTS specified in this SECTION against defective materials and workmanship with the MANUFACTURER's extended warranty, for no less than five (5) years. The extended warranty period will start after the CONTRACTOR's one (1) year warranty expires. The MANUFACTURER shall provide a special MANUFACTURER's extended warranty for the stipulated period, or a Warranty Bond, to extend the MANUFACTURER's warranty period for the stipulated period.
- B. The CONTRACTOR shall warranty the WORK against defects for one (1) year from the date of Substantial Completion.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Proprietary names and product numbers are specified in most systems for material identification from these MANUFACTURERS.
 - 1. PPG (Pittsburg Plate Glass Co.)
 - 2. Carboline Company, Inc.
 - 3. ICI Devoe Coating Company
 - 4. Tnemec Company, Inc.
 - 5. Sherwin-Williams

2.02 GENERAL:

- A. Materials furnished for each coating system must be compatible with the substrate.
- B. Single Manufacturer: All materials in each coating system shall be by the same coating MANUFACTURER to assure compatibility of coatings.
- C. Compatibility: When shop-painted surfaces are to be field coated, the CONTRACTOR shall ascertain whether finish materials will be compatible with shop coating. Coatings of uncertain composition shall be removed completely before applying new coatings.
- D. Colors:
 - 1. Color of finish coatings shall match accepted color samples.
 - 2. When second and finish coats of a system are of same type, CONTRACTOR shall tint or use an easy distinguishable alternate color on second coat to enable visual coverage inspection of the third coat. When first and second coats only are specified and are of same or different types, tint or use an easy distinguishable alternate color on first coat to enable visual coverage inspection of the second coat.

- E. Include on label of material containers:
1. MANUFACTURER's name, product name, and number
 2. Type of paint and generic name
 3. Color name and number
 4. Storage and temperature limits
 5. Mixing and application instructions, including requirements for precautions which must be taken
 6. Drying, recoat, or curing time

2.03 COATING SYSTEMS: Specified on the "Coating System" sheets at the end of this SECTION.

2.04 SURFACES TO BE COATED:

<u>Generic Description</u>	<u>Specific Surfaces</u>	<u>System</u>
Steel, mild exposure, non-immersion, Interior	1. Hollow metal doors and frames	S-1
	2. Miscellaneous steel	
Steel, severe exposure, non-immersion, exterior or interior, where only marginal cleaning can be performed	1. Miscellaneous exposed steel surfaces	S-2
Steel equipment, prime coated, severe exposure, non-immersion, interior and exterior	1. Carbon steel in fabricated equipment for gate hoists and machinery	S-3
Steel and non-ferrous metal, severe exposure, buried and immersed, interior of tank, and piping and equipment immersed in tank or basin	1. Roller gates and associated steel	S-4
	2. Steel Sheet Piling, Walls	
Steel, surface temperatures between 350 and 1000 degrees F continuous	1. Exhaust piping and silencer	S-5
Steel tank exterior, severe UV exposure	1. Steel Tanks	S-6
Steel, severe Exposure, Non-Immersion. Exterior or Interior. DTM Acrylic. Safety Yellow.	1. Bollards, guard posts	S-7
	2. Natural gas lines, diesel fuel lines	
	3. Crane Bridge	
Aluminum in contact with concrete or any other metal except galvanized steel	1. Conduits, pipes and plates	A-1

2.05 SURFACES NOT TO BE COATED:

- A. Factory finished equipment, except for touch-up or noted otherwise
- B. Metal surfaces of stainless steel, bronze, aluminum, and fiberglass
- C. Concrete, unless listed on specific surfaces above
- D. Machined surfaces
- E. Grease fittings
- F. Glass
- G. Equipment nameplates

- H. Platform gratings, stair treads, door thresholds, and other walking surfaces unless listed on specific surfaces above
- I. Concrete Floors unless listed above

PART 3 - EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING:

- A. Manufacturer Recommendations: Unless this specification requires otherwise, CONTRACTOR shall strictly follow the MANUFACTURER's printed recommendations and instructions for storing and handling coating system materials.
- B. Delivery of Materials:
 - 1. Deliver in sealed containers with labels and information legible and intact. Containers shall also have correct labels with required information.
 - 2. CONTRACTOR shall allow sufficient time for testing, if required.
- C. Storage of Materials: CONTRACTOR shall store under conditions recommended by the Material Safety Data Sheets:
 - 1. All protective coating materials shall be used within the MANUFACTURER's recommended shelf life.
 - 2. Store only acceptable materials on Project Site.
 - 3. Store tightly sealed materials off ground and away from moisture, direct sunlight, extreme heat, and freezing temperatures. Provide separate area and suitable containers for storage of coatings and related coating equipment.
 - 4. Dispose of used or leftover containers, thinners, rags, brushes, and rollers in accordance with applicable regulations.

3.02 PREPARATION FOR COATING:

- A. General: All surfaces to receive protective coatings shall be clean prior to application of coatings. The CONTRACTOR shall examine all surfaces to be coated, and shall correct all surface defects before application of any coating material. All marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration prior to any coating application. Surfaces to be coated shall be dry and free of visible dust.
- B. Protection of surfaces not to be coated: Surfaces that are not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.
- C. Hardware, lighting fixtures, switch plates, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not to be painted shall be removed, masked, or otherwise protected. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.
- D. Care shall be exercised not to damage adjacent work during blast cleaning operations. Spray painting shall be conducted under carefully controlled conditions. The CONTRACTOR shall be fully responsible for and shall promptly repair any and all damage to adjacent work or adjoining property occurring from blast cleaning or coating operations.
- E. Protection of painted surfaces: Cleaning and coating shall be coordinated so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

3.03 SURFACE PREPARATION:

- A. General

1. Prepare surfaces for each coating system conforming to SSPC or ASTM surface preparation specifications listed.
 - a. If grease or oils are present, SSPC-SP1 must precede any other method specified.
 - b. Remove surface irregularities such as weld spatter, burrs, or sharp edges, prior to specified surface preparation.
2. Depth of profile shall be as specified for each system, but in no instance shall it exceed one-third of the total dry-film thickness of complete system.
3. Prepare only those areas which will receive the first coat of the system on the same day.

B. Metals

1. The minimum abrasive blasting surface preparation shall be as indicated in the coating system sheets included at the end of this Section. Where there is a conflict between these specifications and the coating MANUFACTURER's printed recommendations for the intended service, the higher degree of cleaning shall apply.
2. All sharp edges shall be rounded or chamfered, and all burrs, surface defects, and weld splatter shall be ground smooth prior to blast cleaning.
3. The type and size of abrasive shall be selected to produce a surface profile that meets the system sheet requirements for the particular coating and service conditions. Abrasives for submerged and severe service coating systems shall be clean, hard, sharp cutting crushed slag. Automated blasting systems shall not be used for surfaces that will be in submerged service. Metal shot or grit shall not be used for surfaces that will be in submerged service, even if subsequent abrasive blasting is planned to be one with hard, sharp cutting crushed slag.
4. Abrasive shall not be reused unless an automated blasting system is used for surfaces that will be in non-submerged service. For automated blasting systems, clean oil-free abrasives shall be maintained. The abrasive mix shall include at least 50 percent grit.
5. The CONTRACTOR shall comply with the applicable federal, state, and local air pollution control regulations for blast cleaning.
6. Compressed air for air blast cleaning shall be supplied at adequate pressure from well maintained compressors equipped with oil and moisture separators that remove at least 95 percent of the contaminants.
7. Surfaces shall be cleaned of all dust and residual particles of the cleaning operation by dry air blast cleaning, vacuuming, or another method prior to painting.
8. Enclosed areas and other areas where dust settling is a problem shall be vacuum cleaned and wiped with a tack cloth.
9. Damaged or defective coating shall be removed by the blast cleaning to meet the clean surface requirements before recoating.
10. If the required abrasive blast cleaning will damage adjacent work, the area to be cleaned is less than 100 square feet, and the coated surface will not be submerged in service, then SSPC SP2 or SSPC SP3 may be used.
11. Shop applied coatings of unknown composition shall be completely removed before the indicated coatings are applied. Valves, castings, ductile iron pipe, and fabricated pipe or equipment shall be examined for the presence of shop-applied temporary coatings. Temporary coatings shall be completely removed by solvent cleaning per SSPC SP1 before the abrasive blast cleaning work is started.
12. Shop primed equipment shall be solvent cleaned in the field before finish coats are applied.

3.04 APPLICATION:

- A. CONTRACTOR shall apply coatings in accordance with coating MANUFACTURER's recommendations. Materials shall be thoroughly stirred, strained, and kept at uniform consistency during application. Coatings from different MANUFACTURERS shall not be mixed together.
- B. Use properly designed brushes, rollers, and spray equipment for all applications.

- C. On unprimed surfaces apply first coat of the system the same day as surface preparation.
- D. Cleaned surfaces and all coats shall be inspected prior to each succeeding coat. The CONTRACTOR shall schedule such inspection with the DISTRICT in advance.
- E. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same working day.
- F. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to be present. Use stripe painting for these areas.
- G. Dry-film thickness of each system shall be at least as thick as the minimum specified. Maximum dry-film thickness shall not exceed the minimum more than 20% or coating MANUFACTURER's requirements, whichever is less. Where a dry-film thickness range is specified, the thickness shall not be outside the range.
- H. Shop and field painting shall not be applied within three (3) inches of unprepared surface of any substrate such as areas to be welded or bolted.
- I. Environmental Conditions:
 - 1. Atmospheric temperature must be 50 degrees Fahrenheit or higher during application, unless approved in writing by coating MANUFACTURER. Do not apply coatings when inclement weather or freezing temperature may occur during the curing time interval.
 - 2. Wind velocities for exterior applications shall be at a minimum to prevent overspray or fallout and not greater than coating MANUFACTURER's limits.
 - 3. Relative humidity must be less than 85% and the temperature of the surface to be painted must be at least five (5) degrees above the dew point.
 - 4. Provide adequate ventilation in all areas of application to ensure that at no time does the content of air exceed the Threshold Limit Value given on the MANUFACTURER's Material Safety Data Sheets for the specific coatings being applied.
- J. Recoat Time: In the event a coating, such as an epoxy, has exceeded its recoat time limit, prepare the previously applied coating in accordance with MANUFACTURER's recommendations.
- K. Protection:
 - 1. Cover or otherwise protect surfaces not to be painted. Remove protective materials when appropriate.
 - 2. Mask, remove, or otherwise protect finish hardware, machined surfaces, grilles, lighting fixtures, and prefinished units as necessary.
 - 3. Provide cover or shields to prevent surface preparation media and coatings from entering orifices in electrical or mechanical equipment. Where ventilation systems must be kept in operation at time of surface preparation, take precautions to shield intakes and exhausts to prevent the materials from entering system or being dispersed.
 - 4. Provide signs to indicate fresh paint areas.
 - 5. Provide daily cleanup of both storage and working areas and removal of all paint refuse, trash, rags, and thinners. Dispose of leftover containers, thinners, rags, brushes, and rollers that cannot be reused in accordance with applicable regulations.
 - 6. Do not remove or paint over equipment data plates, code stamps on piping, or UL fire-rating labels.

3.05 INSPECTION:

- A. CONTRACTOR shall provide and use a wet-film gauge to check each application approximately every fifteen (15) minutes in order to immediately correct film thickness under or over that specified.
- B. On ferrous surfaces, measurements shall be made with one of the thickness gauges listed below. The gauge shall be calibrated on metal practically identical in composition and surface preparation to that

being coated and be of substantially the same thickness, except that for measurements on metal thicker than 1/4 inch, the instrument may be calibrated on metal with a minimum thickness of 1/4 inch. When calibrating any of the gauges for making film measurements of over three (3) mils, the calibrating thickness standards (shims) shall be of non-metallic composition. Where only one thickness criterion is specified, the calibrating shim thickness shall closely approximate the specified thickness, but where both thicknesses are specified, the shim's thickness shall closely approximate an average of the two. Calibrating instructions, thickness standards and, in the case of the Mikrotest gauge, a calibrating tool, should be obtained from the MANUFACTURER or supplier of the gauge. Authorized thickness gauges are:

1. General Electric, Type B, General Electric Company
 2. Mikrotest, Elektrophysik - Koln
 3. Elcometer, Elcometer Instruments, Ltd.
 4. Inspector Gage, Elcometer Instruments, Ltd.
 5. Minitector, Elcometer Instruments, Ltd.
- C. Use holiday or pinhole detector on systems over metal substrates to detect and correct voids when indicated on system sheet.
- D. Furnish a sling psychrometer and perform periodic checks on both relative humidity and temperature limits.
- E. Check temperature of the substrate at regular intervals to be certain surface is five (5) degrees Fahrenheit or more above the dew point.

3.06 CLEANING AND REPAIRS:

- A. Remove spilled, dripped, or splattered paint from surfaces.
- B. Touch up and restore damaged finishes to original condition. This includes surface preparation and application of coatings specified.

END OF SECTION

		PROTECTIVE COATING SYSTEM	
		System S-1	
<u>SERVICE:</u>		Steel, Mild Exposure, Non-Immersion, Interior	
Surface Preparation:		Field: SSPC-SP1 and SP6. Clean and dry.	
First Coat:		High solids polyamine or polyamide epoxy with minimum 67% solids by volume. Spray Applications; apply at 5.0 - 8.0 mils DFT. Brush applications, apply at 4.0 mils DFT.	
Second Coat:		Same as first coat. Note: Second coat required only for brush applications.	
Third Coat (Exterior):		Not required.	
System Total:		Minimum 8.0 mils dry film thickness.	
Volatile Organic Content:		Maximum 3.5 lbs/gal (425 g/l).	
COATING MANUFACTURER		PRODUCT DESIGNATION	
PPGCarboline ICI Devoe Tnemec Sherwin-Williams	FIRST COAT	SECOND COAT	
	Amerlock 2/400	Same as first coat	
	Carboguard 890	Same as first coat	
	Devran 224HS	Same as first coat	
	Hi-Build Epoxoline II N69	Same as first coat	
	Macropoxy 646 FC(5-8mils DFT)	Same as first coat	

		PROTECTIVE COATING SYSTEM	
		System S-2	
<u>SERVICE:</u>		Steel, Severe Exposure, Non-Immersion, Exterior or Interior, where only marginal cleaning can be performed	
Surface Preparation:		Field: SSPC-SP1 and SP3. Clean and dry.	
First (prime) Coat:		Polyamidoamine epoxy with wetting and penetrating properties and with 98% solids by volume. Apply at 1.5 to 2.0 mils dry film thickness.	
Second Coat:		High build polyamide epoxy with minimum 65% solids by volume. Apply at 5.0 mils dry film thickness.	
Third Coat (Exterior):		High solids aliphatic or acrylic polyurethane gloss enamel with minimum 65% solids by volume. Apply at 2.0 mils dry film thickness.	
System Total:		Minimum 8.5 mils dry film thickness, Exterior. Minimum 6.5 mils dry film thickness, Interior.	
Volatile Organic Content:		Maximum 2.8 lbs/gal (340 g/l).	
COATING MANUFACTURER		PRODUCT DESIGNATION	
Carboline ICI Devoe Tnemec PPG Sherwin-Williams	FIRST COAT	SECOND COAT	THIRD COAT
	Carboguard 890	Same as first coat	Carboline 133HB
	Bar-Rust 231	Devran 224HS	Devthane 379H
	Chembuild 135	Not Applicable	Endura-Shield 1074
	Amerlock 2/400 or Sealer	Amerlock 2/400	Amercoat 450H
	Macropoxy 646 FC Polyurethane	Same as first coat	Acrolon 218 HS

		PROTECTIVE COATING SYSTEM	
		System S-3	
<u>SERVICE:</u>		Equipment, Factory Coated, Severe Exposure, Non-Immersion, Exterior or Interior	
Surface Preparation:		Field or Shop (if applicable) First Coat: SSPC-SP1 and SP6. Clean and dry.	
First Coat: (Field)		Modified vinyl-alkyd or epoxy-mastic, compatible with existing and new finish. Apply at 1.5 to 2.0 mils dry film thickness.	
Second Coat Interior:		High build polyamide epoxy with minimum 50% solids by volume. Apply at 5.0 mils dry film thickness.	
Second Coat Exterior:		High solids aliphatic or acrylic polyurethane gloss enamel with minimum 52% solids by volume. Apply at 2.0 mils dry film thickness.	
System Total:		Interior: 6.5 mils dry film thickness in addition to existing coating. Exterior: 3.5 mils dry film thickness in addition to existing coating. Check for voids with holiday or pinhole detector.	
Volatile Organic Content:		Maximum 3.5 lbs/gal (425 g/l).	
COATING MANUFACTURER		PRODUCT DESIGNATION	
		FIRST COAT	SECOND COAT (INT) SECOND COAT (EXT)
PPG		Amercoat 385 or 2/400	Same as first coat Amercoat 450H
Carboline		Carbomastic 15	Carboguard 890 Carboline 134 HG
ICI Devoe		Bar-Rust 231	Devran 224 HS Devthane 379H
Tnemec		Omnithane 1	Hi-Build Epoxoline II N69 Endura-Shield 1074
Sherwin-Williams		Kem Kromlik Primer Polyurethane	Macropoxy 646C Acrolon 218 HS

		PROTECTIVE COATING SYSTEM		
		System S-4		
<u>SERVICE:</u>		Steel and Non-Ferrous Metals, Severe Exposure. Buried and Immersed, Interior of Tank, Piping or Equipment Immersed in Tank or Basin.		
Surface Preparation:		SSPC-1 to remove all grease and oils, soluble salt removal (if necessary) SSPC-5 (white metal) to achieve a surface profile of 1.0 – 2.0 mils		
First Coat:		Moisture Cured Urethane Zinc Primer without MIO minimum 80% Zinc		
Second Coat:		Moisture Cured Urethane Coal Tar		
Third Coat:		Same as second coat.		
System Total:		Minimum 15.00 mils dry film thickness. Check for voids with holiday or pinhole detector.		
Volatile Organic Content:		Maximum 2.8 lbs/gal (340 g/l).		
COATING MANUFACTURER		PRODUCT DESIGNATION		
Wasser Coatings Tnemec Xymax		FIRST COAT	SECOND COAT	THIRD COAT
		MC-Zinc coat	MC-Tar	Same as second coat
		Tneme-Zinc 90-1K97 second coat	Omnithane Hydrocarb X 546	Same as
		Mono Zinc Ultra 2401 coat	Mono Guard 6201	Same as second coat

		PROTECTIVE COATING SYSTEM	
		System S-5	
<u>SERVICE:</u>		Steel, Surface Temperatures 350 to 1000 degrees F, Continuous	
Surface Preparation:		Shop or Field First Coat: SSPC-1, SP10, and profile depth 1 mil. Field Touch-Up: SSPC-6 and profile depth 1 mil.	
First Coat:		Silicone aluminum. Aluminum or grey color. Apply at 1.0 to 1.5 mils dry film thickness, or greater as required by manufacturer.	
Second Coat:		Same as first coat.	
Third Coat:		Not required.	
System Total:		Minimum 2.0 to 3.0 mils dry film thickness.	
Volatile Organic Content:		Maximum 5.2 lbs/gal (623 g/l).	
COATING MANUFACTURER		PRODUCT DESIGNATION	
		FIRST COAT	SECOND COAT
PPG		Amercoat 878	Amercoat 873878
Carboline		Carbozinc 11	Thermaline 4700 Aluminum
Devoe		HT-12	Same as first coat
Tnemec		Silicone Aluminum 39-1261	Same as first coat
Sherwin-Williams		TemperKote 1000	Same as first coat

		PROTECTIVE COATING SYSTEM	
		System S-6	
SERVICE:		Steel tank exterior, severe UV exposure	
Surface Preparation:		SSPC-SP-6, commercial blast clean	
First Coat:		single component, zinc rich moisture cure urethane, 4 mils	
Second Coat:		single component moisture cure urethane, 4 mils	
Third Coat:		single component moisture cure urethane, gloss, 2 mils	
System Total:		10 mils	
Volatile Organic Content:		2.8 lb per gal (340 g/L)	
COATING MANUFACTURER		PRODUCT DESIGNATION	
Wasser Coatings Sherwin Williams PPG		FIRST COAT MC-Zinc Corothane I Zinc Primer Durathane MCZ	SECOND COAT MC-CR Corothane I HS Aliphatic Amerlock 2/400
		THIRD COAT MC-Shieldcoat Same as 2 nd coat Amercoate 450H	

		PROTECTIVE COATING SYSTEM	
		System S-7	
<u>SERVICE:</u>		Steel; Severe Exposure, Non-Immersion. Exterior or Interior. DTM Acrylic. Safety Yellow.	
Surface Preparation:		SSPC-SP1 and SP6. Clean and dry.	
First Coat:		Direct to Metal Acrylic Safety Yellow. Apply a minimum of 2.5 mils dry film thickness, or greater as required by MANUFACTURER.	
Second Coat:		Same as first coat.	
Third Coat:		Not required.	
System Total:		5.0 mils dry film thickness.	
Volatile Organic Content:		Maximum 2.08 lb per gal (< 250 g/L)	
COATING MANUFACTURER		PRODUCT DESIGNATION	
Benjamin Moore & Co. Sherwin-Williams		FIRST COAT	SECOND COAT
		DTM Acrylic Gloss Enamel P28-15 B66Y37 DTM Acrylic Gloss	Same as 1 st coat Same as 1 st coat

		PROTECTIVE COATING SYSTEM	
		System A-1	
<u>SERVICE:</u>		Aluminum in contact with concrete or any other metal except galvanized steel	
Surface Preparation:		Field: SSPC-SP1. Clean and dry	
First Coat:		High solids polyamine or polyamide epoxy with minimum 67 % solids by volume. Brush apply to surfaces to be in contact at 4.0 mils DFT	
Second Coat:		Same as first coat	
Third Coat:		Not required	
System Total:		Minimum 8 mils DFT	
Volatile Organic Content:		Maximum 3.5 lbs/gal (425 g/l)	
COATING MANUFACTURER		PRODUCT DESIGNATION	
PPG Carboline ICI Devoe Tnemec Sherwin-Williams Wasser Corporation	FIRST COAT		SECOND COAT
	Amerlock 2/400		Same as first coat
	Carboguard 890		Same as first coat
	Devran 224HS		Same as first coat
	Hi-Build Epoxoline II N69		Same as first coat
	Macropoxy 646 FC Epoxy		Same as first coat
	MC-Prepbond 100		Same as first coat

ATTACHMENT B — INSURANCE REQUIREMENTS

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

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

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

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS

DATE:

TO:

 , _____

FROM: Matthew Forhan, Project Manager

CONTRACT NUMBER: 37473

CONTRACT TITLE: Harris Bayou Flood Control Structure Rehabilitation

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Matthew Forhan, District Project Manager

Acknowledged: _____ Date: _____

Amy Lucey, District Senior Procurement Specialist

c: Contract file
 Financial Services