

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CABBAGE PALM HARVEST WITHIN RIVER LAKE CONSERVATION AREA
INVITATION FOR BID 39092**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by **2:00 pm, September 21, 2023**. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing LaDonna Johnson, Associate Procurement Specialist, at 386-329-4592 or ljohnson@sjrwmd.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting Bid Submittals from firms to harvest cabbage palms at the River Lakes Conservation Area (“Sale Area”) within Brevard County and purchase from the District the harvested palms. The harvest/sale is being conducted in 4,121 acres of improved pasture, mesic flatwoods, and wet prairie. The Sale Area’s stands have a large number of cabbage palm trees; however, the District does not have a count of marketable palms or standard forestry practices for determining the number of marketable palms. Harvesting shall consist of travelling across privately owned roads and removing all cabbage palms of marketable value within the Sale Area, in part occupied by a cattle lessee. Cabbage palm harvest activities will be coordinated through the District Project Manager as well as a representative from the road owner and current cattle lessee.

The objective of this solicitation is to improve habitat and cattle grazing operations as well as provide fire control protection through the removal of cabbage palms while limiting damage to the surrounding land.

The successful Respondent (“Successful Respondent”) shall compensate the District for each cabbage palm harvested pursuant to the Respondent’s Bid submitted in response to this Invitation for Bids. Bids shall include price per palm as well as the range of palm size to be harvested. Minimum bid starts at \$10.00 per tree.

Additionally, access to the Sale Area requires the use of privately owned roads during specific hours. Use of the roads requires the successful Respondent (“Successful Respondent”) to enter a contract with the road owner which requires, among others, coordination with the road owner, the maintenance of certain insurance coverage, and compensation to be paid by the Successful Respondent to the road owner (refer to Contractor Responsibilities in Attachment A – Statement of Work, Section II). A form of contract expected to be signed by the Successful Respondent and the road owner is found herein.

Americans With Disabilities Act (ADA)

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

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

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

2. CONTRACT ADMINISTRATION

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

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

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

3. WHERE TO SUBMIT BID

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

Demandstar upload: Bids may now be uploaded directly to www.demandstar.com

OR

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

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

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

SEALED BID — DO NOT OPEN
 Respondent’s Name: _____
 Invitation for Bid: 39092
 Opening Time: 2:00 p.m.
 Opening Date: September 21, 2023

4. OPENING OF BIDS

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

2:00 p.m., September 21, 2023
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

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

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

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

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

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

TAB 1: BID FORM AND COST SCHEDULE

- a. Bid Form
- b. Cost Schedule

TAB 2: ADMINISTRATIVE REQUIRED FORMS

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

TAB 3: QUALIFICATION DOCUMENTATION

- a. Qualifications Form General
 - b. Qualifications Form Similar Projects
 - c. Qualifications Form, Client References, Subcontractors, and other required qualification forms
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
 3. Each Respondent must follow all procedures for uploading to Demandstar or digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.

4. Unless directed otherwise, all information required by this solicitation, including the forms and questionnaires listed under "1" above, must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe). The file-naming conventions for the bid shall include:
 - a. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-16)
5. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective bid.

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

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

6. INQUIRIES AND ADDENDA

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

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

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

7. BUDGET ESTIMATE

The Successful Respondent shall compensate the District for each cabbage palm harvested pursuant to its bid submitted in response to this Invitation for Bids. Bids shall include price per palm as well the range of palm size to be harvested. Minimum bid starting at \$10.00 per tree.

The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (General, Similar Projects, 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 (3) projects of a similar nature (refer to the tasks outlined in the Statement of Work) in the past three years. *(Respondent must use form Qualifications – Similar Projects provided under the section “FORMS”).*
- b. Respondent must have no less than three (3) years of experience on projects of the similar nature specified above. *(Respondent must use form Qualifications – General provided under the section “FORMS”).*
- c. Respondent must provide three (3) client references. At least two of the client references must be from the similar harvest work listed in response to sub-paragraph 8(a), above. No more than one of the client references may be from the similar harvest work successfully administered for the District. If harvest work successfully completed for the District is cited, do not request a letter from District staff. *(Respondent must use form Qualifications – Client References provided under the section “FORMS”).*

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

9. SUBCONTRACTS

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

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

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

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

If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida.

Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

11. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.

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

12. REJECTION OF BID

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

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

13. WITHDRAWAL OF BIDS

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

14. AWARDING THE AGREEMENT

Award shall be made to the Respondent with the highest responsive and responsible Bid for the Total Amount of the harvest sale. Commencement of the harvest shall not begin until the District has approved all qualifications. The District reserves the right to cancel the Agreement should the Respondent fail to timely provide qualifications documentation that meets the minimum qualifications.

15. EXECUTION OF AGREEMENT

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

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

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

d. All other information and documentation required by the Agreement

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

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

16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

17. DIVERSITY

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

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

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

19. FLORIDA SALES TAX

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

20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the

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

21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

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

22. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *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 will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

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

23. PROTEST PROCEDURES

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

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

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

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka,

Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest, or other documents.

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

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

FORMS
BID FORM

Include this form in the response under TAB 1

RESPONDENT:

By signing below, Respondent certifies 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 also certifies that 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 certifies that it has examined the Agreement, the specifications for the timber sale and harvest, and any other relevant Agreement document, including all of the addenda furnished prior to the bid opening, as listed and initialed below.

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 timber sale and harvest in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

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

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

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title

COST SCHEDULE
 Include this form in the response under TAB 1

Bid to be opened at **2:00 PM, September 21, 2023**

Bids shall be submitted in accordance with the Instructions to Respondents.

Although the method of award shall be based on the highest total Bid amount for the Sale Area, actual payment to the District shall be for the volume harvested at the price per palm.

The District reserves the right to award based on the highest price per palm with the widest palm size range or to the Respondent offering the widest palm size range to be harvested, whichever is in the District's best interest.

The District makes no guarantee as to the actual amount of product (plus or minus) that will be harvested.

Product	Palm Size Range to be Harvested (ft)	Price Per Palm
Cabbage Palm		\$

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

 Respondent (firm name) _____
 Date

 Address

 E-mail address

 Signature _____
 Telephone number

 Typed name and title

PROPOSED SUBCONTRACTORS
 Include this form in the response under TAB 2

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

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

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

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached bid.

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

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

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

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

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

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

Signature: _____

Title: _____

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

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

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

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

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

Name of Respondent: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar harvest 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 under TAB 3

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three (3) projects of a similar nature (refer to the tasks outlined in the Statement of Work) in the past three years.

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

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of Project completed: _____

Total acreage successfully harvested for this company during the past three years: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Description of work involving harvested work for this company:

Name(s) of assigned personnel:

Respondent's Project manager: _____

Others: _____

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

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of Project completed: _____

Total acreage successfully harvested for this company during the past three years: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Description of work involving harvested work for this company:

Name(s) of assigned personnel:

Respondent's Project manager: _____

Others: _____

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

Completed Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of Project completed: _____

Total acreage successfully harvested for this company during the past three years: _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Description of work involving harvested work for this company:

Name(s) of assigned personnel:

Respondent's Project manager: _____

Others: _____

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

Respondent must provide three (3) client references. At least two of the client references must be from the similar harvest work listed in *Qualifications – Similar Projects*. No more than one of the client references may be from similar harvest work successfully administered for the District. If harvest work successfully completed for the District is cited, do not request a letter from District staff. (For similar projects listed above, simply state “Similar Project No. ____.”)

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Description: _____

Project value: _____ Project manager: _____

DRUG-FREE WORKPLACE FORM

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

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

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

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 39092

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

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

EMAIL ADDRESS _____

SIGNATURE _____ TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

**REVENUE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR THE
HARVEST OF CABBAGE PALM WITHIN THE RIVER LAKES CONSERVATION AREA**

This revenue agreement (“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, and _____ (“Purchaser”), whose address is, _____ for the sale of harvested cabbage palms on District property and is effective _____ (“Effective Date”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

Purchaser agrees to furnish all materials and perform all labor required for cabbage palm harvesting (the “Work”). Purchaser shall complete the Work in conformity with this Agreement, which includes the Statement of Work and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. In consideration of the premises above, the parties agree as follows:

1. TERM OF AGREEMENT

- (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) **Completion Date.** The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. Work shall be completed for use no later than said date.
- (c) This Agreement may be renewed for two additional 12-months terms by the mutual and written consent of each party.

2. HARVEST. The work shall only occur during the dates authorized in the Statement of Work (Attachment A) and in the geographic area marked on the maps at Attachment B.

- (a) The Work is specified in the Statement of Work, (Attachment A). Purchaser is responsible for the professional quality, technical accuracy, and timely completion of the Work. Purchaser shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. Purchaser is solely responsible for loss, theft, or damage to Purchaser’s equipment.
 - (b) Purchaser shall repair, replace, or restore any damage, injury, or loss to any public or private property resulting from its activities, at its expense, and to the District’s satisfaction. Purchaser shall repair or replace, immediately upon demand, damage to fences, cables and gates that affect access or security. Should Purchaser fail to perform its obligations hereunder, the District may repair any damage caused by Purchaser, and Purchaser shall reimburse the District for the cost of repair within 30 days of invoice.
 - (c) Purchaser shall exercise every reasonable precaution and means to avoid the creation or continuance of any public or private nuisances resulting from the harvesting, including, but not limited to, excessive noise associated with radio or other forms of electronic
-

entertainment for persons at the Sale Area (defined below), dust arising out of all harvest operations, and the uncontrolled flow of surface waters.

3. SALE AND TITLE.

- (a) The sale area is comprised of approximately 4,121 acres located within the River Lakes Conservation Area ("Sale Area") in Brevard County, Florida, and depicted on the maps at Attachment B.
- (b) The District agrees to sell, and Purchaser agrees to purchase cabbage palms within the Sale Area under the terms of this Agreement. All rights, title, and interest in the cabbage palms conveyed by this Agreement shall remain in the District until removal from District Property. Upon expiration or termination, all rights, title, and interest in non-harvested cabbage palms on District property remain in the District.
- (c) Purchaser is under a duty to inspect and satisfy itself concerning the nature and the location of the harvest and general and local conditions. The failure of Purchaser to acquaint itself with the aforementioned applicable conditions will not relieve it from the responsibility for properly estimating the difficulties, the time required, or the costs of successfully performing the harvest. The District makes no representation or warranty to Purchaser with respect to conditions or the quality, quantity, or value of any cabbage palms. Except as specifically set forth in this Agreement, the District makes no other warranty, express or implied, including, but not limited to, merchantability or fitness for a specific or particular purpose.
- (d) All work shall be confined to the Sale Area.

4. PAYMENT. Purchaser shall compensate the District for each cabbage palm in the amount of \$_____ per palm within 30 days after completion of each harvest.

5. INDEMNIFICATION. Purchaser 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 Purchaser, its employees or subcontractors, in the performance of the Work. The Purchaser 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 Purchaser-employees performing under this contract.

6. INSURANCE. Purchaser shall acquire and maintain all insurance required by Attachment C, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment C. Receipt of certificates of insurance indicating less coverage than required does not constitute a waiver of the insurance requirements. Purchaser waives its right of recovery against the District to the extent permitted by its insurance policies. Purchaser's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Purchaser's obligation to provide insurance.

7. PROJECT MANAGEMENT AND 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 (3)-
-

business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) 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; or national overnight courier. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

Jonny Baker, Project Manager
 St. Johns River Water Management District
 525 Community College Parkway, SE
 Palm Bay, Florida 32909
 Phone: (321) 473-1329
 E-mail: jabaker@sjrwmd.com

PURCHASER

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, and may approve minor adjustments in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement.
- (c) Purchaser shall maintain an adequate and competent professional staff. Purchaser's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession or the Work. Upon request, Purchaser shall furnish proof thereof.
- 8. 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 D) 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.

9. TERMINATION

- (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, Purchaser'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 Purchaser 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

Purchaser 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.

- (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 thirty (30) days written notice to Purchaser. In such event, Purchaser shall be compensated for any Work performed prior to the date of termination. Upon receipt of notice, Purchaser shall discontinue the Work on the date and to the extent specified therein, except as needed to continue any portion of the Work not terminated. Purchaser 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.

ADDITIONAL PROVISIONS (In Alphabetical Order)

- 10. ACCESS.** The District will provide sufficient access to accomplish any Work performed on District property. Land access to the work area shall be restricted to the route designated by the District. Access routes shall be used only for the Work. Purchaser shall not disturb lands or waters outside the area of activity, except as authorized by the District. Purchaser shall keep all gates to District lands or easements closed and locked in accordance with the District's specifications when not in use, and shall immediately notify the District when a gate has become impaired due to vandalism or other cause.

11. ASSIGNMENT AND SUBCONTRACTS.

- (a) Purchaser shall not sublet, assign, or transfer any 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 subcontractor, Purchaser 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 unreasonable withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) Purchaser is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Purchaser 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.

- 12. AUDIT; ACCESS TO RECORDS.** Purchaser 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, Purchaser must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved.
-

- 13. CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., the parties shall not discriminate against any person in fulfilling the terms of this Agreement because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 14. GOVERNING LAW, VENUE, 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 the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be Putnam and 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.
- 15. INTEREST IN THE BUSINESS OF PURCHASER,** Purchaser certifies that no officer, agent, or employee has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the District 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.
- 16. INDEPENDENT CONTRACTOR.** Purchaser is an independent contractor. Neither Purchaser nor Purchaser's employees are employees or agents of the District. Purchaser controls and directs the means and methods by which the Work is accomplished. Purchaser is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Purchaser's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Purchaser is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Purchaser's duties hereunder or alter Purchaser's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
- 17. LAND AND WATER RESOURCES.** Purchaser 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. Purchaser 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 section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Purchaser shall notify the District thereof within one (1) 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 Purchaser.

- 18. ENDANGERED SPECIES ACT.** In the event that a species listed as threatened or endangered under the Endangered Species Act is discovered in the Sale Area during harvest operations, Purchaser shall immediately suspend the work on the affected portion of the Sale Area and notify the District. The District shall then consult with the appropriate regulatory agencies to determine whether the Work can continue and what restrictions may apply. In the event that the Work subject to this Agreement is prevented by federal, state, or local laws or regulations, including, but not limited to, regulations imposed under the Endangered Species Act, the District may terminate this Agreement.
 - 19. PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Purchaser shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Purchaser represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Purchaser shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Purchaser is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to Purchaser's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
 - 20. SAFETY.** Purchaser shall provide and maintain sufficient protection for the health and safety of its employees and other persons who may utilize the Premises in the Sale Area, and prevent damage to District property, materials, and equipment. If necessary, Purchaser shall post signs warning against the hazards in and around the Sale Area. Purchaser 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 Purchaser 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. Purchaser's employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. Purchaser shall ensure that only authorized personnel are allowed on the worksite. The District shall be under no duty to inspect the harvest site to ensure compliance with the terms hereof. Any such inspection or action taken by the District to remedy deficiencies in the safety conditions at the harvest site shall not constitute an assumption of any such duty by the District.
 - 21. PUBLIC RECORDS.** Records of the parties that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. The parties shall allow public access to all such documents. If Purchaser receives a public records request, it shall promptly notify the District's Project Manager thereof.
-

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 Purchaser 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

PURCHASER

By: _____
Brian Emanuel, Bureau Chief, Land Resources

By: _____

Typed Name and Title

Date: _____

Date: _____

- Attachment A – Statement of Work/Technical Specifications
- Attachment B – Maps
- Attachment C – Insurance Requirements
- Attachment D – District’s Supplemental Instructions – Sample
- Attachment E – A. Duda & Sons, Inc. – Entry License Agreement
- Exhibit A – The Licensed Premises/Duda Roads
- Exhibit B – Duda Insurance Requirements

ATTACHMENT A — STATEMENT OF WORK
CABBAGE PALM HARVEST WITHIN RIVER LAKE CONSERVATION AREA

I. SCOPE OF WORK

Purchaser shall harvest cabbage palms within the designated stands of the Sale Area and purchase the harvested palms from the District. Purchaser acknowledges that, the District does not have a count of marketable palms and standard forestry practices for determining the number of marketable palms that can be harvested.

Two known bald eagle nests lie within the Sale Area. Their locations are identified on Attachment B. During the period of October through May 14 of any year, no equipment activity is permitted within a 660ft radius of the eagle nests. The remainder of the Sale Area shall be open all year for harvesting operations provided ground and weather conditions are favorable. The District staff shall delineate for the Purchaser the area that must not be worked during October to May (nesting season).

The Sale Area consists of multiple stands as identified on the attached map:

<u>Stand</u>	<u>No. of Acres</u>
K-2W	1068
J-4W	841
K-8	245
K-8T	32
K-5&6	513
J-2 & 6 Mile	209
I-3&4	412
L-7	324
L-2	507

TOTAL: 4151 acres

Attachment B depicts those areas where palms are to be harvested. Harvesting shall consist of travelling across privately owned roads, working on land currently leased for cattle, and removing all palms of marketable value within the Sale Area. Cabbage palm harvest activities will be coordinated through the District Project Manager as well as a representative from the road owner and current cattle lessee, A. Duda & Sons, Inc. (“Duda”).

II. TASK IDENTIFICATION

Contractor Responsibilities:

- All activities will need to take place between the hours of 7:00 AM and 5:00 PM as the access road will be gated and locked outside stated hours.
 - Due care shall be exercised against damage to any pines in the harvest area.
 - Loading areas shall be located completely within District property.
 - Purchaser shall bring downloading ramps/cleaning ramps to grade after departure (no piles of materials are to be left behind).
-

- All gates will be closed and locked upon entering and exiting the property.
- Purchaser may cut and spread any non-pine mid story brush or small trees that are in obstructing access to desirable palm trees.
- Purchaser shall repair or replace at its cost any damage to fences, gates, power lines, or other improvements. The Purchaser shall maintain or repair roads at Purchaser's expense to a standard as good or better than the road condition prior to commencement of harvesting. The Purchaser shall also level any skid trail ruts that occur during harvesting.
- All Best Management Practices shall apply.
- Purchaser will avoid traveling through wetlands. No skid trail shall pass through wetlands.
- The work area shall be kept clear of rubbish. The discharge of fuel, oil, petroleum products or other harmful material is prohibited both on the sale area and other District property. Should any harmful material be discharged, the District's Project Manager shall be immediately notified. Purchaser shall be solely responsible for any and all costs associated with any resulting clean up and remediation.
- Due care shall be exercised against starting and spreading fires during cutting operations by the Purchaser and/or his employees. Purchaser shall be held liable for all damage caused by such fires.
- Purchaser shall fill all holes the same day the palms are harvested.
- Purchaser will mail payments to the office of finance in Palatka on a weekly basis.
- Purchaser shall spread all culled palms that have not been removed within the harvested area.
- Purchaser shall review and sign the attached Entry License Agreement with Duda (herein) for access and maintenance of Duda owned roads, to meet Duda insurance requirements, and to compensate Duda for road usage.

District Responsibilities:

- The District reserves the right to stop harvesting operations in inclement weather if damage to roads or the harvest area is deemed to be too severe by the District's Project Manager. The District also reserves the right to close operations during periods of extreme fire danger.
- The District reserves the right to move the Purchaser from one harvest area to another for any reason.

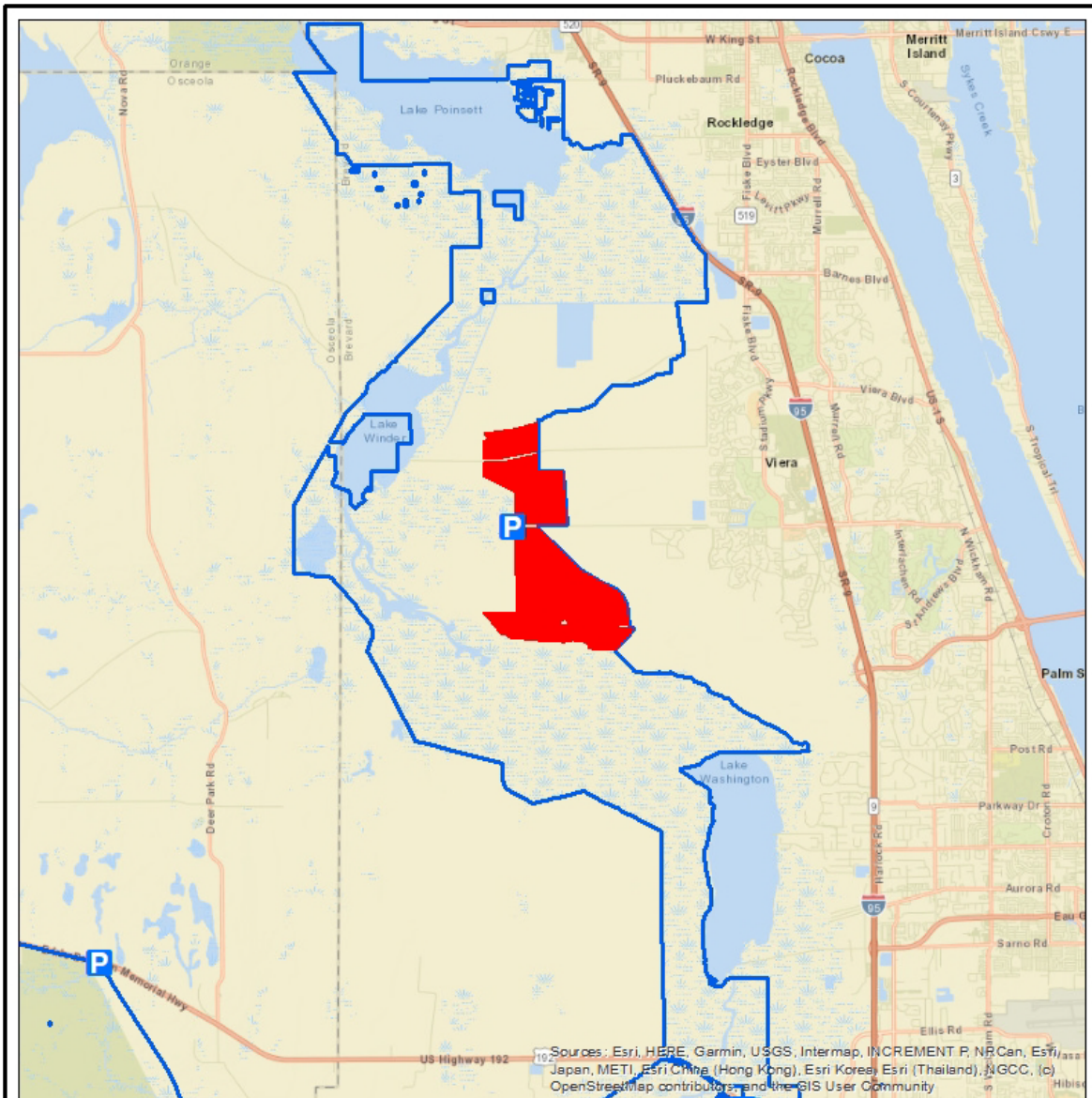
III. TIME FRAMES AND DELIVERABLES

Cabbage palm harvesting shall begin within 15 days of effective date of contract. The first term of the contract shall begin October 1, 2023. The contract may be renewed for two (2) additional one (1) year terms (October 1 – September 30) and is contingent upon approval by the Governing Board. A pre-harvest meeting shall take place on site between the Purchaser and the District's Project Manager within those 15 days, and at least three days prior to start of work. This meeting will provide each party the opportunity to discuss details of the harvest. The District Project Manager will work with Duda to select the area to begin harvesting first and shall determine the sequence in which the cabbage palms shall be harvested. Water levels and weather conditions may cause unforeseen adjustments to the planned harvesting sequence.

IV. BUDGET / COST SCHEDULE

The Purchaser shall compensate the District for each cabbage palm harvested pursuant to its bid submitted in response to Invitation for Bids. Bids shall include price per palm as well as the range of palm size to be harvested. Minimum bid starting at \$10.00 per tree.

ATTACHMENT B — MAPS



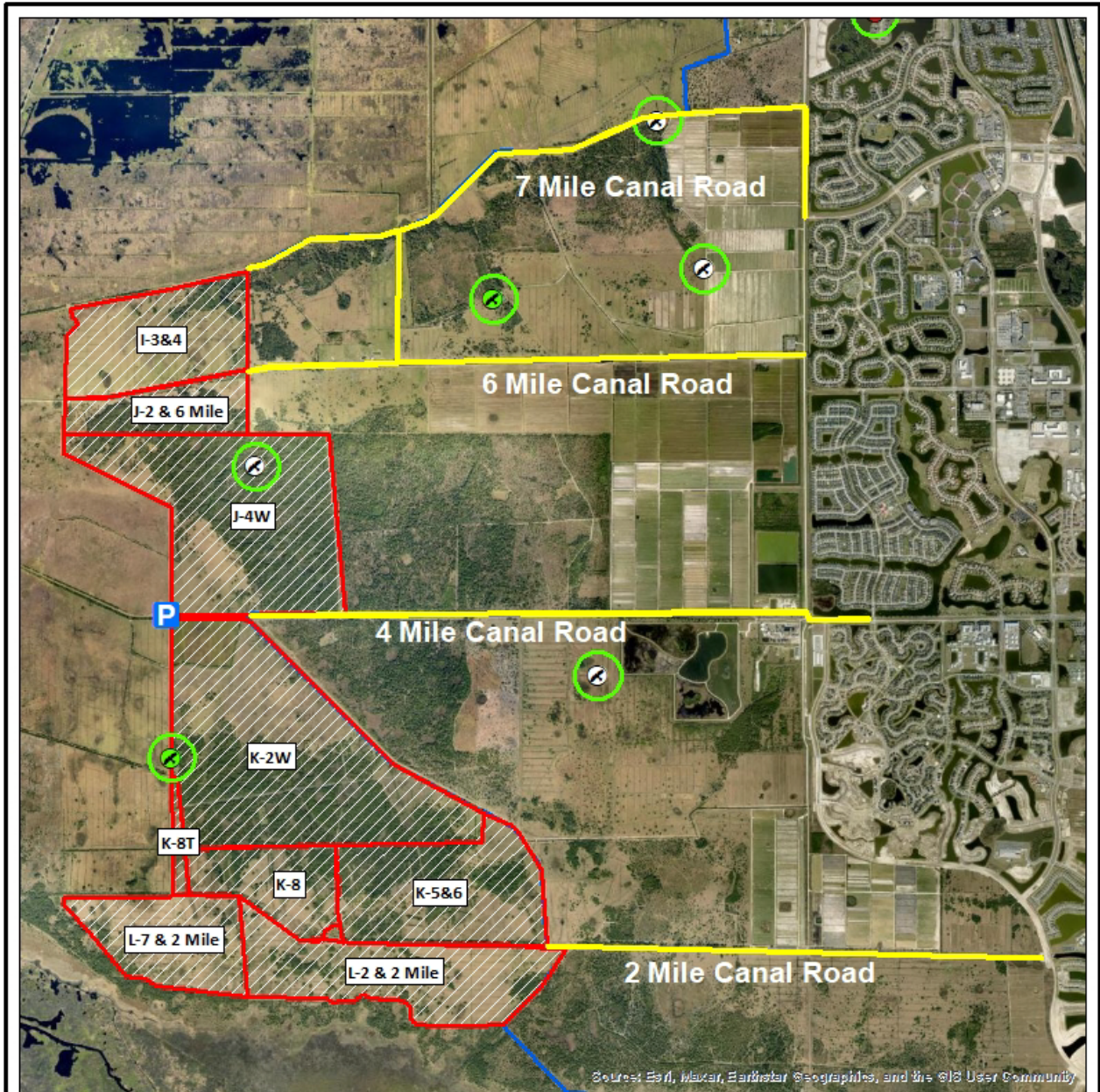
River Lakes Conservation Area
Palm Harvest Area



Legend

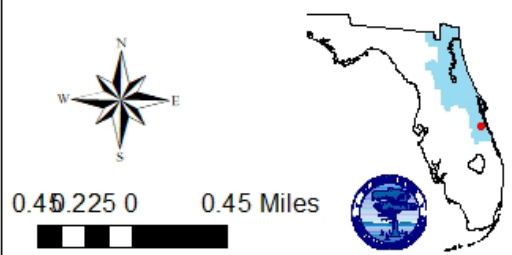
- Public Parking
- Cabbage Palm Harvest Area
- Management Area Boundaries

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4500.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

River Lakes Conservation Area
Palm Harvest Stands



Legend

- Public Parking
- DUDA Roads
- Cabbage Palm Stands
- Eagle Nests**
- Active
- Inactive
- Unobserved
- Eagle Nest buffer 660 ft

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (385) 329-4500.

ATTACHMENT C — INSURANCE REQUIREMENTS

Purchaser 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. **Purchaser'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. Purchaser 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 Purchaser claims an exemption from workers' compensation coverage, Purchaser 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, Purchaser must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Purchaser is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
 - (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$5000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$1,000,000. 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 requirements of Florida law.
-

ATTACHMENT D – DISTRICT SUPPLEMENTAL INSTRUCTIONS (DSI)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Jonny Baker, Project Manager

CONTRACT NUMBER: 39092

CONTRACT TITLE: Cabbage Palm Harvest within River Lakes Conservation Area

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
Jonny Baker, District Project Manager

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

c: Contract file
Financial Services

ATTACHMENT E — ENTRY LICENSE AGREEMENT**ENTRY LICENSE
AGREEMENT**

THIS ENTRY LICENSE AGREEMENT (the “Agreement”) is made, executed, delivered and intended to be effective as of the _____ day of _____, 2023 (the “Effective Date”), between A. DUDA & SONS, INC. (“DUDA”), whose post office address is 1200 Duda Trail, Oviedo, Florida 32765, and _____ (“CONTRACTOR”), whose address is _____. (DUDA and CONTRACTOR are hereinafter collectively sometimes referred to as the “Parties” or singularly referred to individually as a “Party”).

RECITALS

A. DUDA is the owner of that certain parcel of real property owned by DUDA located in Brevard County, Florida commonly referred to as “DUDA’s Cocoa Ranch”, more particularly described and geographically depicted on Exhibit “A” attached hereto and made a part hereof (the “Licensed Premises” or the “Duda Roads”).

B. The Licensed Premises encompasses various access points and private roads from the entrances up through the Florida State-owned River Lakes Conservation Areas.

C. CONTRACTOR has been engaged by the St. Johns River Water Management District (the “District”) to engage in cabbage palm removal activities on or around the River Lakes Conservation Areas to support the District’s goal to improve habitat and cattle grazing operation as well as provide fire control protection through the removal of cabbage palms while limiting damage to the surrounding land (collectively the “District Operations”).

D. CONTRACTOR desires to utilize the Licensed Premises in connection with its aforementioned District Operations.

E. DUDA has agreed to grant to CONTRACTOR a perpetual non-exclusive revocable license (“License”) to utilize the Licensed Premises for the period, on the terms and under the conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS**. The Recitals set forth hereinabove are true and correct in all respects and are incorporated herein as fully as if set forth herein verbatim.

2. **GRANT OF LICENSE; ACCESS & USE**. During the Term of this Agreement, DUDA hereby grants to CONTRACTOR a perpetual non-exclusive revocable access License for ingress and egress over, across and upon the Licensed Premises for the purpose of pedestrian and vehicular access in

connection with the District Operations (including trucks hauling cabbage palms). The Licensed Premises includes the 2 mile road; 4 mile road; and 6 mile road (with the possibility of periodic usage of the 7 mile road as a backup in cases of emergency or inclement weather); provided, however, the grant of access is expressly conditioned upon CONTRACTOR its employees, agents, and consultants properly coordinating with Steven "Keith" Rathburn or other identified DUDA ranch management prior to entering any portion of the Licensed Premises and being provided authorization and instruction on which specific road(s) to utilize for specific day(s) and time(s) of year.

The License is exercisable by CONTRACTOR, its employees, agents, invitees, and independent contractors to use the Licensed Premises through the license granted by DUDA, subject to the terms and conditions of the License. The Licensed Premises shall be used and occupied by CONTRACTOR for the purposes described in this Paragraph and for no other purposes, without the prior written consent of DUDA.

DUDA reserves the right unto itself, its assigns and successors-in-interest and/or title, and its and their respective employees, agents, invitees, tenants, subtenants, and independent contractors, the right to pass and repass over and upon Duda Roads and the right to install, construct, maintain, repair and replace utilities, bridges, culverts, roadways and other like or related improvements over, under, and upon Duda Roads. DUDA may reasonably restrict, define, or limit such access as Duda, in its sole and absolute discretion, deems necessary in order to prevent interference with DUDA operations and to ensure security for DUDA property.

3. LICENSE TERM. This Agreement is for an initial term of one (1) year commencing on the Effective Date (the "Term"). The Term of this Agreement may be extended upon the mutual written agreement of the Parties.

4. EARLY TERMINATION. This Agreement may be terminated for any reason or no reason by either party by providing not less than thirty (30) days written notice to the other party. The parties hereby further understand and agree that the following shall entitle either party to immediately terminate this Agreement: there is a default, breach, or termination of the separate Agreement entered into between CONTRACTOR and The District for the District Operations.

5. LICENSE REQUIREMENTS, MAINTENANCE FEE & COSTS. CONTRACTOR will keep all roads and trails free of trees and debris resulting from CONTRACTOR's activities done in connection with District Operations. All roads and trails used by CONTRACTOR and/or CONTRACTOR's employees shall be repaired promptly by CONTRACTOR, at CONTRACTOR's sole expense, to its original condition, reasonable wear and tear excepted. DUDA retains the right to close down access to the Licensed Premises in inclement weather if damage to roads, trails or the property is deemed by DUDA to be too severe or dangerous.

DUDA shall have the right and responsibility, to undertake any customary road maintenance or repairs necessary so that all vehicles that use the Licensed Premises will be able to do so on roads, which are unobstructed and graded to ensure that driving on the Licensed Premises is safe and secure. CONTRACTOR shall reimburse DUDA for CONTRACTOR's equitable share of those certain reasonable weekly perpetual maintenance costs concerning the use, operation, maintenance, cleaning, grading, and repair of the Licensed Premises (collectively the "Maintenance Fee"). These Maintenance Fees include but are not limited to reimbursements for DUDA's out-of-pocket spending and maintenance costs that are not covered by reimbursement from the State of Florida or the District. The cost of maintenance or repairs performed on the Licensed Premises by DUDA shall be borne by CONTRACTOR in the form of a weekly Maintenance Fee of Five Hundred Dollars (\$500.00) per road.

If CONTRACTOR is using multiple roads on the Licensed Premises during any given time, DUDA will bill CONTRACTOR \$500.00 separately for those multiple usages on *each* of the different roads. The \$500.00 Maintenance Fee is based on customary maintenance schedules, but if CONTRACTOR uses multiple roads continually or more frequently exceeding normal wear and tear, or in instances of emergency, DUDA reserves the right to increase the Maintenance Fee in order to return the roads on the Licensed Premises to their original condition and safety.

6. INSURANCE. During the term of this Agreement, CONTRACTOR shall be obligated to provide at all times insurance of the types and in the amounts described in Exhibit "B" attached hereto and made a part hereof and shall cause its insurance carrier to name "A. Duda & Sons, Inc." as an additional insured on all such policies. CONTRACTOR shall furnish to DUDA at the time of commencement of this Agreement a certificate of insurance evidencing that such coverage is in full force and effect and providing for thirty (30) days written notice prior to cancellation or termination of any policy.

7. INDEMNIFICATION. Each Party agrees to indemnify, defend and hold the other Party harmless for and with respect to all cost, expense, loss or damage caused to or suffered by the other Party or the Licensed Premises, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels and in any bankruptcy proceeding, in connection with or stemming from, directly or indirectly, any (i) violation by either Party of any provision of this Agreement or (ii) damage to property or injury to or death of any person or persons resulting, directly or indirectly, from any act or omission of a Party, or its agents, employees or independent contractors. This duty of each Party to indemnify, defend and hold the other Party harmless shall survive the expiration of the Term of this Agreement.

8. COMPLIANCE WITH LAWS. In accessing the Licensed Premises, CONTRACTOR shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, state or federal motor vehicle regulations, DOT and DMV regulations, and other licensing laws and regulations. When required, CONTRACTOR shall furnish DUDA with satisfactory proof of its compliance therewith.

CONTRACTOR its employees, agents, and consultants shall exercise due care to avoid injury or damage to any and all livestock, crops, buildings, structures, fences, pumps and other real or personal property of DUDA located upon the Licensed Premises. CONTRACTOR its employees, agents, and consultants shall at all times exercise extraordinary care that no fires are set on the Licensed Premises and that no waste, injury, or damage to the Licensed Premises shall occur as a result of any activities on or on behalf of CONTRACTOR. CONTRACTOR shall reimburse DUDA for any disturbance or damage to the Licensed Premises arising out of, or in connection with, completion of the District Operations by CONTRACTOR.

9. SECURITY. During the term of this Agreement, when accessing the Licensed Premises, CONTRACTOR and its employees and agents shall comply with the security regulations or protocols from time- to-time developed by DUDA. CONTRACTOR shall be responsible for communicating such security protocols to its employees and agents who enter the Licensed Premises. The grant of access is expressly conditioned upon CONTRACTOR its employees, agents, and consultants properly registering at the DUDA office located on the Licensed Premises prior to entering any portion of the Licensed Premises and properly securing all gates immediately after they pass through such gates. Access shall be limited to daylight hours (dawn until dusk), unless the completion of the District Operations necessitates access after daylight hours, in which case access will only be granted if

CONTRACTOR contacts Steven "Keith" Rathburn or another appointed DUDA representative at least 24 hours prior to the requested entrance and receives authorization to enter the Licensed Premises. DUDA reserves the unrestricted right to use the Licensed Premises for any and all purposes whatsoever, including but not limited to DUDA conducting ranching, agricultural, hunting, fishing, or sporting activities upon the Licensed Premises and leasing the Licensed Premises or portions thereof to third parties for such activities. CONTRACTOR acknowledges and agrees that DUDA has not made any representations or warranties whatsoever regarding the condition of the Licensed Premises.

10. SAFETY. During the term of this Agreement, CONTRACTOR will abide by posted speed limits, stop signs and other controls, with respect to Duda Roads and will emphasize safety, speed limits, potential hazards, local traffic and wildlife relative to the proposed use for all of its employees and contractors. DUDA also requires CONTRACTOR to have an accident and incident notification program in order to respond to emergencies and routine concerns that may from time-to-time occur while utilizing Duda Roads. As a part of those programs, CONTRACTOR must promptly report all accidents, incidents, collisions, or passenger injuries involving CONTRACTOR equipment, vehicles or employees, agents or contractors occurring on or along Duda Roads or any part of DUDA property (collectively "Occurrence(s)") to DUDA immediately. Notification of the Occurrence(s) shall be provided by telephone or email immediately to Steven "Keith" Rathburn. CONTRACTOR will file all necessary accident or investigation reports, including those required by law and those required applicable insurers, and will cooperate fully with DUDA in the investigation of any Occurrence(s).

The discharge of fuel, oil, petroleum products or other harmful material is prohibited on the Licensed Premises. Should any harmful material be discharged, DUDA shall be immediately notified. CONTRACTOR shall be solely responsible for any and all costs associated with any resulting clean up and remediation.

11. GOVERNING LAW. This Agreement shall be construed and enforced under the laws of the State of Florida.

12. ATTORNEYS' FEES. If either party brings an action or proceeding to enforce the terms hereof or to declare its rights hereunder, the prevailing party in such action or proceeding, on trial and appeal, shall be entitled to its reasonable attorneys' fees and costs.

13. ASSIGNMENT. This Agreement shall not be assignable by either party, provided, however, that DUDA may assign this Agreement to a wholly-owned subsidiary of DUDA with prior written notice to CONTRACTOR.

14. NOTICES. All notices required or contemplated by this Agreement shall be by certified or registered mail, by fax, or by hand-delivery, addressed to the applicable party at the addresses listed above, or to such other persons or addresses as may from time to time be substituted therefor by notice in writing sent by the party changing such information.

15. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements on the subject matter hereof.

17. SEVERABILITY. The provisions of this Agreement are severable, and the determination that any provision hereof is void and unenforceable shall not affect the validity or

enforceability of any other provision hereof.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

Signed, sealed and delivered in the presence of the following two witnesses:

“DUDA”
A. DUDA & SONS, INC.

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

“CONTRACTOR”

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Exhibit "A"
THE LICENSED PREMISES/DUDA ROADS

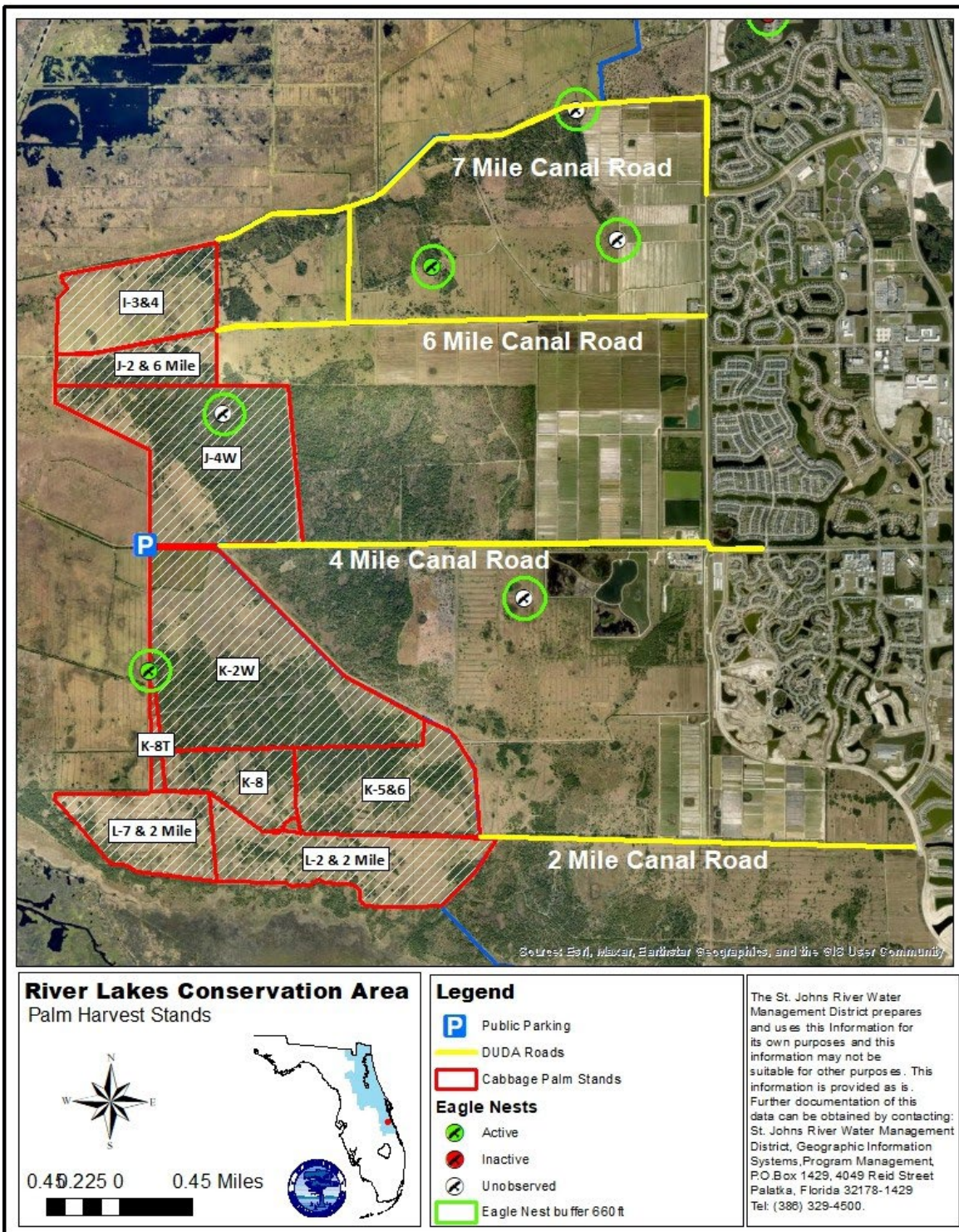


Exhibit “B”

DUDA INSURANCE REQUIREMENTS

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
1. Comprehensive General Liability	Bodily Injury (and Death): <u>\$2,000,000.00</u> each occurrence <u>\$2,000,000.00</u> aggregate Property Damage: <u>\$2,000,000.00</u> each occurrence <u>\$2,000,000.00</u> aggregate
2. Comprehensive Automobile Liability (for ALL Contractor’s vehicles on Owner’s property)	Bodily Injury (and Death): <u>\$1,000,000.00</u> each occurrence <u>\$1,000,000.00</u> aggregate Property Damage: \$1,000,000.00
3. Contractual Liability Insurance (arising from indemnity agreement)	<u>\$1,000,000.00</u>
4. Worker’s Compensation	As provided by Statute. Minimum of \$500,000.00 per occurrence
5. Employer’s Liability	<u>\$500,000.00</u>

**A. DUDA & SONS, INC. and its Subsidiaries
should be named as additional insureds on all insurance policies.**

CERTIFICATE HOLDER

A. Duda & Sons, Inc.
Post Office Box 620257
Oviedo, Florida 32762-0257

**PLEASE MAIL CERTIFICATES TO THE ABOVE ADDRESS
[ATTN: CORPORATE LEGAL DEPARTMENT]
AND/OR EMAIL TO CORPORATELEGAL@DUDA.COM**