



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

October 6, 2023

To: Interested Firms

Re: Quote Request, 39281 — Aluminum Structural Plate/Box Culvert Manufacturing and Delivery

The scope of work generally includes the engineering, design, fabrication and delivery of three (3) aluminum structural plate/aluminum box culverts per the attached specifications. Drawings of the existing bridges and proposed aluminum box culvert are attached for perspective/overall understanding of existing site conditions/constraints. The aluminum structural plate/aluminum box culverts shall be delivered to the Lake George Field station located at 735 Joe Pittman Road, Seville, FL 32190.

Minimum Qualifications:

Respondent must meet the minimum qualifications below and all supporting documentation must be submitted with the response to this quotation request.

1. Proof of firm's ability to do business in the state of Florida.
(Respondent-provided documentation must be provided with quote response.)
2. Qualified suppliers must have at least fifteen (15) years experience fabricating equal or larger type structures.
3. The supplier must provide the following documentation with their bid:
 - Product Literature
4. Documentation to ensure product is in compliance with these specifications. *(Respondent must use Exhibit 4 – Qualifications General Form.)*
5. Responses must include Respondent's Certificate as to Corporation (Exhibit 3) and complete the general qualifications form. *(Respondent must use the attached District forms. Completed forms must be included with Respondent's response.)*

Recommendation of Award will be based on the lowest responsive and responsible response that meets all qualifications of this quote request.

Respondent must submit its response either by (1) uploading to Demandstar or (2) delivered by email to alukey@sjrwmd.com. Instructions for submitting are provided below.

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

If you are interested in this project, email your quote in PDF format or upload to www.demandstar.com **after 8:00 a.m. and before 3:00 p.m. on October 19, 2023**. Do not email the quote prior to or after this timeframe. It is preferred that all quotes be submitted as an attachment to an email addressed to Amy Lucey at alucey@sjrwmd.com. Receipt will be acknowledged by 3:30 p.m. **Please reference quote number 39281 in subject line on any and all emailed correspondence.**

If you need assistance or have any questions about submitting your quote, please email or call Amy Lucey at alucey@sjrwmd.com or 321-409-2156, respectively. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2028). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

1. Opening of Quotes

1. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes 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 quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
2. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
3. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

2. Inquiries and Addenda

1. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
2. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to alucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.

3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes 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 quote, as submitted. All addenda become part of the Agreement.

3. Award Procedures

1. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
2. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
3. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
4. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form.
5. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
6. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

4. Disqualification of Respondents

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

- a. Contacting a District employee or officer other than Breanna Pierce, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
- b. Submission of more than one quote response 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 Quote;
- 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.

5. Rejection of Quote

- 1. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote 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 Quote.
- 2. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. Public Entity Crimes/Discriminatory Suppliers

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

7. 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 www.demandstar.com and Vendor Registry at www.vendorregistry.com. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at sjrwmd.com. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

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

8. Protest Procedures

- 1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

RESPONSES

The District invites interested parties that meet the minimum qualifications contained herein to submit quotes regarding their products and related offerings.

- Exhibit 1 – Statement of Work
- Exhibit 2 – Cost Schedule
- Exhibit 3 – Certificate as to Corporation
- Exhibit 4 – Qualifications General
- Exhibit 5 – Sample Agreement

**EXHIBIT 1 — STATEMENT OF WORK
ALUMINUM STRUCTURAL PLATE/BOX CULVERT
MANUFACTURING AND DELIVERY**

I. INTRODUCTION/BACKGROUND

The Land Management group routinely requests that the Bureau of Operations and Maintenance assist in upgrading access to various properties. Currently bridges on three properties need to be replaced: Truck Trail 12 within the Heart Island Conservation Area, the Combie Road bridge within the Lake George Conservation Area and the Red Trail bridge within the Fort Drum Marsh Conservation Area. The current access utilizes wooden bridges to span small creeks. Land Management recently requested that these bridges be re-decked to support proposed logging operations and other equipment. Upon inspection, it was determined that the substructure would not support the loadings expected and that the entire structure should be replaced.

Several options were discussed and evaluated. The option chosen for all three locations is an open bottom aluminum structural plate/aluminum box culvert constructed on an aluminum footing pads.

II. OBJECTIVE

The objective of this project is to provide three (3) aluminum structural plate/aluminum box culverts to replace wooden bridges that have deteriorated over time. Installation will be by others.

III. SCOPE OF WORK

The scope of work generally includes the engineering, design, fabrication and delivery of three (3) aluminum structural plate/aluminum box culverts per the attached specifications. Drawings of the existing bridges and proposed aluminum box culvert are attached for perspective/overall understanding of existing site conditions/constraints. The aluminum structural plate/aluminum box culverts shall be delivered to the Lake George Field station located at 735 Joe Pittman Road, Seville, FL 32190.

IV. TASK IDENTIFICATION

Supplier's Responsibilities

- Provide District with shop drawings including project specific representative drawings with dimensions, material, design calculations and design specification. The aluminum footing pads shall be designed assuming a minimum bearing capacity of 2,500 psf.
- Fabricate three (3) aluminum structural plate/aluminum box culverts and footing pads per the approved shop drawings.
- Deliver aluminum structural plate/aluminum box culverts to the Lake George field station for unloading by District staff within 10 weeks of approved drawings.

District Responsibilities

- Review and approve shop drawings.
- Unload aluminum structural plate/aluminum box culverts upon delivery.
- Install aluminum structural plate/aluminum box culverts.

V. TIME FRAME AND DELIVERABLES

Work shall commence upon the full execution of the Contract by both parties.

VI. BUDGET AND INVOICE REQUIREMENTS

For satisfactory performance, the District agrees to compensate Supplier in accordance with the Contract terms. The District will pay the Supplier a lump sum amount for completion of all work items.

VII. PROJECT MANAGER

Woody Boynton, P.E., Bureau Chief
Bureau of Operations and Maintenance
Office Phone: (386) 312-2300
Cell Phone: (386) 546-1833
Email: wboynton@sjrwmd.com

Attachments:

Drawing Combie Road Bridge– separate cover
Drawing Red Trail Bridge – separate cover
Drawing Truck Trail 12 Bridge – separate cover
Specification – Aluminum Structural Plate

ALUMINUM STRUCTURAL PLATE SPECIFICATIONS

1.0 GENERAL

- 1.1 This specification covers the design and manufacturing of corrugated aluminum structural plate structures or aluminum box culverts.
- 1.2 Qualified Suppliers
7. Qualified suppliers must have at least fifteen (15) years' experience fabricating equal or larger type structures.
 8. The supplier must provide the following documentation with their bid:
 - Product Literature
 - Documentation to ensure product is in compliance with these specifications.

2.0 DIMENSIONS

The actual dimension of each culvert is to be determined by supplier as long as the following criteria is met. The length can vary by 10% but cannot be less than specified. The height of fill above the culverts is estimated at 2 feet +/- . Minimum cover depth shall be noted on the drawings. The aluminum footing pads shall be designed assuming a minimum bearing capacity of 2,500 psf. Minimum cover on the footing pads is estimated at 18-inches. Minimum depth shall be noted on the drawings.

- 2.1 **Truck Trail 12 Culvert – see attached drawing for existing structure dimensions.**
 Minimum Opening Area: 89 square feet
 Span: Maximum span: 22-feet
 Rise: Maximum rise: 6.5-feet
 Approximate Length: 18-feet
 Upstream headwall and wingwall: 40-feet +/-
 Downstream headwall and wingwall: 32-feet +/-
- 2.2 **Combie Road – see attached drawings for existing structure dimensions.**
 Minimum Opening Area: 65 square feet
 Span: Maximum span: 14-feet
 Rise: Maximum rise: 5.75-feet
 Approximate Length: 27-feet
- 2.3 **Red Trail Culverts – see attached drawings for existing structure dimensions.**
 Minimum Opening Area: 50 square feet
 Span: Maximum span: 14-feet
 Rise: Maximum rise: 4.75-feet
 Approximate Length: 27-feet
- 2.4 **Thickness:** Plate properties shall conform to Table 1.
- 2.5 **Ribs:** Reinforcing ribs shall be Type II, Type IV or Type VI as required by curving radii and plate and rib composite section properties in Table 2.
- 2.6 **Corrugation:** The Aluminum Structural Plate shall have 9-inch x 2-1/2-inch annular corrugations or approved equal. The corrugation profile shall have AASHTO recognition for a minimum of 15 years.

3.0 DESIGN

- 3.1 **Design Criteria:** The design of the structure shall be in accordance with: AASHTO Standard Specification For Highway Bridges 17th Edition with interim revisions Section 12 Working Stress Design.
- 3.2 **Design Loads:** Design loads shall be HL-93. Construction loads and any temporary loads exceeding the service live load are not allowed on the structure without approval from the Engineer.
- 3.3 **Shop Drawings:** Shop drawings and design calculations shall be prepared and submitted to the owner for approval after bid has been awarded.
- 3.4 **Aluminum Box Culverts:** Shall conform to ASTM B864.

4.0 MATERIALS

- 4.1 **Structural Plate:** Aluminum Structural Plate shall consist of plate, ribs and appurtenant items and shall conform to the requirements of AASHTO M219 or ASTM B746 and Table 1

Table 1 – ALUMINUM STRUCTURAL PLATE - 9x2-1/2 Corrugated Plate Section Properties

Nominal Thickness (in)	Moment of Inertia (in ⁴ /ft)	Section Modulus (in ³ /ft)	Radius of Gyration (in)	Area of Section (in ² /ft)
*0.100	0.997	0.767	0.844	1.404
0.125	1.248	0.951	0.844	1.750
0.150	1.499	1.131	0.845	2.100
0.175	1.751	1.309	0.845	2.449
0.200	2.004	1.484	0.846	2.799
0.225	2.258	1.657	0.847	3.149
0.250	2.513	1.828	0.847	3.501

*0.100-inch-thick plate shall be used for un-curved elements only.

Table 2 – ALUMINUM STRUCTURAL PLATE/RIB Composite Section Properties

Metal Thickness (inches)						
Rib Type @ Spacing	0.125	0.150	0.175	0.200	0.225	0.250
Plastic Moment Capacity, Mp (kip-ft/ft)						
No Rib	2.65	3.18	3.71	4.24	4.77	5.30
Type II @ 54	4.62	5.46	6.04	6.61	7.17	7.74
@ 27	6.18	7.25	7.94	8.60	9.25	9.87
@ 18	7.41	8.66	9.48	10.26	11.00	11.71
@ 9	10.63	12.13	13.08	14.05	15.03	16.02
Type IV @ 54	5.87	6.82	7.43	8.04	8.63	9.21
@ 27	8.32	9.59	10.39	11.14	11.85	12.55
@ 18	10.42	11.90	12.84	13.72	14.57	15.39
@ 9	16.45	18.46	19.41	20.38	21.37	22.37
Type VI @ 54	8.74	9.51	10.24	10.95	11.64	12.32
@ 27	13.76	14.33	15.16	16.19	17.36	17.48
@ 18	20.09	20.56	20.79	21.30	21.74	22.58
@ 9	32.24	34.35	36.46	38.54	39.88	40.63

- 4.2 **Aluminum Alloy - Plate:** Plates shall be fabricated from 5052-H141 aluminum alloy conforming to AASHTO M219 or ASTM B209.
- 4.3 **Aluminum Alloy – Ribs:** Ribs shall be fabricated from 6061-T6 aluminum alloy conforming to ASTM B221.
- 4.4 **Fasteners:**
 - 4.4.1 Steel Nuts and bolts shall conform to the requirements of ASTM A 307 or ASTM A 449.
 - 4.4.2 Aluminum nuts and bolts (if required) shall conform to ASTM B746. The structural design shall conform to the provisions of AASHTO Standard Specifications for Highway Bridges Section 12.6.2.
- 4.5 **Field Applied Bituminous (Asphalt) Coating:** If specified, field applied bituminous coating shall conform to AASHTO M190.

5.0 FABRICATION AND QUALITY CONTROL

- 5.1 Final manufacturing processes including corrugating, punching, curving, special fabrication and optional zinc priming shall be performed in the United States of America at a common location.
- 5.2 All raw materials shall be traceable and certified by the mill for material composition and physical properties.

6.0 INSTALLATION (Not Part of this Bid)

- 6.1 **Assembly:** The structure shall be assembled in accordance with the shop drawings and plate layout provided by the manufacturer. Bolts shall be tightened to an applied torque between 100 and 150 ft-lbs.
- 6.2 **Installation:** The structure shall be installed in accordance with AASHTO Standard Specifications for Highway Bridges Section 26 or ASTM A807, the plans and specifications, and the manufacturer's recommendations.

EXHIBIT 2 — COST SCHEDULE

DUE BY: NO LATER THAN 3:00 PM, Thursday October 19, 2023

Aluminum Structural Plate/Box Culvert Manufacturing and Delivery

RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON THE FIRST PAGE OF THIS REQUEST.

BID SCHEDULE - ALUMINUM STRUCTURAL PLATE/ALUMINUM BOX CULVERT				
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Truck Trail 12 Structure	1	EA	\$
2	Red Trail Structure	1	EA	\$
3	Combie Road Structure	1	EA	\$
TOTAL PROJECT COST				\$

I HEREBY ACKNOWLEDGE, as an Authorized Representative for the Respondent, that I have fully read and understand all terms and conditions as set forth in this quotation, and upon award of such quotation, shall fully comply with such terms and conditions.

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

Addendum No.	Date	Addendum No.	Date
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____

RESPONDENT (FIRM NAME)

ADDRESS

SIGNATURE

TYPED NAME & TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

EXHIBIT 3 - CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Quote Request 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: _____

The full names and business or residence addresses of persons or firms interested in the foregoing quote 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.

EXHIBIT 4 – QUALIFICATIONS — GENERAL
(This form to be included with quote submittal)

As part of the quote request, 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 fabricating equal or larger type structures as described in quote request minimum qualifications and Statement of Work: _____

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.

EXHIBIT 5 – SAMPLE AGREEMENT

October 6, 2023

Mr.
Supplier Name
Address
City, State, Zip,

Re: Contract 39281, Aluminum Structural Plate/Box Culvert Manufacturing and Delivery

Dear Chris:

This Agreement, including attachments, constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the “District”) and (“Supplier”) under the terms and conditions contained herein. Supplier may commence the services provided for herein (the “Work”) upon execution of this Agreement, unless otherwise provided in the Statement of Work, and providing proof of insurance coverage to the Procurement Specialist by mail, or email, as indicated below. Commencing the Work constitutes acceptance of all of the following terms and conditions.

Supplier shall timely and fully perform the Work subject to the Standard Terms and Conditions, Attachment A, and as set forth in the Statement of Work, Attachment B. Insurance requirements are as provided in Attachment C. Supplier warrants that it has workers’ compensation insurance in not less than the minimum requirements of Florida law. This Agreement, including attachments, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement may be executed in separate counterparts, which shall not affect its validity.

- **Term**. This contract shall be effective upon execution by both parties and shall expire on March 31, 2024 (“Completion Date”), unless renewed or amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- **Funding**. For satisfactory performance of the Work, the District agrees to pay Supplier TBD. (the “Total Compensation”).

Project Management. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Woody Boynton, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32178-1429
 Phone: 386-546-1833
 E-mail: wboynton@sjrwmd.com

Supplier

, Project Manager
 Supplier Name
 Address
 City, State, Zip
 Phone:
 E-mail:

- 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.
- Invoice Submittal. Supplier shall submit one invoice at the completion of the Work by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Supplier shall provide additional supporting information as required to document invoices.
- Invoice Information. All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Supplier's name and address (include remit address, if necessary); (4) Supplier's invoice number and date of invoice; (5) District Project Manager; (6) Supplier's Project Manager; (7) supporting documentation as to cost and/or Work completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- Final Invoice. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Supplier must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- End of District Fiscal Year Reporting. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Supplier shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Supplier shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- Travel expenses. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses must be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Supplier and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or state of Florida travel forms and are paid pursuant to District Administrative Directive 391.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by email to:

St. Johns River Water Management District
Amy Lucey, Senior Procurement Specialist
Office: 321-409-2156
Email: ALucey@sjrwmd.com

Sincerely,

Mary Ellen Winkler, J.D., Assistant Executive Director
St. Johns River Water Management District

Date: _____

Supplier

(By signing below you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) _____

Print Name: _____

Title: _____

Date: _____

Attachments:

- Attachment A — Standard Terms and Conditions
- Attachment B — Statement of Work
- Attachment C — Insurance Requirements
- Attachment D – District Supplemental Instructions Form

ATTACHMENT A — STANDARD TERMS AND CONDITIONS

1. **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 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.
2. **Assignment.**
 - (a) Supplier shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontractors. Supplier shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Supplier shall be allowed a maximum 15% markup of their subcontract's work for oversight and management.
 - (b) Supplier is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Supplier is fully responsible to the District for the acts and omissions of its subcontractor and person 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.
3. **Audit.** Supplier 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, Supplier must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Supplier shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
4. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
5. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Supplier and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
6. **Disputes**
 - (a) During the course of work. In the event any dispute arises during the course of the Work, Supplier shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Supplier is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. Supplier shall

- proceed with the Work in accordance with said determination. This shall not waive Supplier's position regarding the matter in dispute.
- (b) Invoices. In the event the District rejects an invoice as improper, and Supplier declines to modify the invoice, Supplier must notify the District in writing within ten days of receipt of notice of rejection that Supplier will not modify the invoice and state the reason(s) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Supplier's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.
7. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings is Putnam County or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
8. **Funding Contingency.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Supplier and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
9. **Indemnity.** Supplier 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 Supplier, its employees or subcontractors, in the performance of the Work. Supplier 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 Supplier employees performing under this contract.
10. **Independent Supplier.** Supplier is an independent Supplier. Neither Supplier nor Supplier's employees are employees or agents of the District. Supplier controls and directs the means and methods by which the Work is accomplished. Supplier is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Supplier, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
11. **Interest in the Business of Supplier; Non-Lobbying.** Supplier certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Supplier to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
12. **Ownership.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

13. **Payment and Release.** Supplier shall pay all proper charges for labor and materials required to perform the Work. Unless otherwise stated herein, the District shall pay Supplier 100% of each approved invoice. Acceptance of final payment constitutes a release of all claims against the District arising by reason of the Work. The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to the extent necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) Supplier's failure to make payments when due to subcontractors or suppliers; (3) failure to maintain adequate progress in the Work; or (4) any other material breach hereof. Amounts withheld shall not be considered due until the ground(s) for withholding payment have been remedied.
14. **Permits and Licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and county and municipal ordinances. Supplier 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.
15. **Pollution Control.** Supplier shall not discharge or permit the discharge of any pollutant as defined in §403.031, Fla. Stat., including fuels, oils, acids, insecticides, herbicides, wastes, toxic or hazardous substances, onto any lands or into any surface or ground waters. Supplier 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 pollutant or material that can cause pollution, is dumped or spilled in unauthorized areas, Supplier shall so notify the District within one business day and shall then remove the polluted material and restore the area to its original condition at Supplier's sole expense.
16. **Public Entity Crime.** A person or affiliate who has been placed on the convicted Supplier list following a conviction for a public entity crime 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 Supplier, 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, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted Supplier list.
17. **Public Records**
- (a) Supplier is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Supplier for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Supplier, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Supplier shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
 - (b) Supplier shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Supplier shall keep and maintain public records required by the District to perform the services under this Agreement.
 - (c) If Supplier meets the definition of "Supplier" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Supplier of the request, and the Supplier must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Supplier fails to provide the public records to the District within a reasonable time, the Supplier may be subject to penalties under s. 119.10, Fla. Stat.
2. Upon request from the District's custodian of public records, Supplier shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Supplier shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Supplier does not transfer the records to the District.
4. Upon completion of the Agreement, Supplier shall transfer, at no cost to District, all public records in possession of Supplier or keep and maintain public records required by the District to perform the services under this Agreement. If the Supplier transfers all public records to the District upon completion of the Agreement, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Agreement, the Supplier shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

(d) IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

District Clerk

St. Johns River Water Management District

4049 Reid Street

Palatka, Florida 32177-2571

(386) 329-4127

clerk@sjrwmd.com

18. **Safety.** Supplier has the sole duty to ensure the safety of its employees, subcontractors, and the general public. Supplier shall 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 Supplier nor its subcontractors and servants shall allow any hunting, or any weapons, animals, alcohol, or drugs, on District property. Supplier shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.
19. **Scrutinized Companies.** Supplier certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Supplier is found to have submitted a false certification; or if the

Supplier is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

20. **Social Security Number Collection and Usage.** The District, as required by law and for the purpose of reporting income, collects the social security numbers of independent Suppliers who do not provide a Federal Employer Identification Number.
21. **Termination.** The District may terminate this Agreement without cause upon ten days' written notice. In such event Supplier shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure. Upon termination, the District may take possession of and finish the Work by whatever means the District deems expedient. Supplier may terminate this Agreement only if the District fails to pay sums when due. In such event, Supplier shall provide the District no less than ten days' prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

ATTACHMENT B — STATEMENT OF WORK
**ALUMINUM STRUCTURAL PLATE/BOX CULVERT
MANUFACTURING AND DELIVERY**

VII. INTRODUCTION/BACKGROUND

The Land Management group routinely requests that the Bureau of Operations and Maintenance assist in upgrading access to various properties. Currently bridges on three properties need to be replaced: Truck Trail 12 within the Heart Island Conservation Area, the Combie Road bridge within the Lake George Conservation Area and the Red Trail bridge within the Fort Drum Marsh Conservation Area. The current access utilizes wooden bridges to span small creeks. Land Management recently requested that these bridges be re-decked to support proposed logging operations and other equipment. Upon inspection, it was determined that the substructure would not support the loadings expected and that the entire structure should be replaced.

Several options were discussed and evaluated. The option chosen for all three locations is an open bottom aluminum structural plate/aluminum box culvert constructed on an aluminum footing pads.

VIII. OBJECTIVE

The objective of this project is to provide three (3) aluminum structural plate/aluminum box culverts to replace wooden bridges that have deteriorated over time. Installation will be by others.

IX. SCOPE OF WORK

The scope of work generally includes the engineering, design, fabrication and delivery of three (3) aluminum structural plate/aluminum box culverts per the attached specifications. Drawings of the existing bridges and proposed aluminum box culvert are attached for perspective/overall understanding of existing site conditions/constraints. The aluminum structural plate/aluminum box culverts shall be delivered to the Lake George Field station located at 735 Joe Pittman Road, Seville, FL 32190.

X. TASK IDENTIFICATION**Supplier's Responsibilities**

- Provide District with shop drawings including project specific representative drawings with dimensions, material, design calculations and design specification. The aluminum footing pads shall be designed assuming a minimum bearing capacity of 2,500 psf.
- Fabricate three (3) aluminum structural plate/aluminum box culverts and footing pads per the approved shop drawings.
- Deliver aluminum structural plate/aluminum box culverts to the Lake George field station for unloading by District staff within 10 weeks of approved drawings.

District Responsibilities

- Review and approve shop drawings.
- Unload aluminum structural plate/aluminum box culverts upon delivery.
- Install aluminum structural plate/aluminum box culverts.

XI. TIME FRAME AND DELIVERABLES

Work shall commence upon full execution of the Contract by both parties.

XII. BUDGET AND INVOICE REQUIREMENTS

For satisfactory performance, the District agrees to compensate Supplier in accordance with the Contract terms. The District will pay the Supplier a lump sum amount for completion of all work items.

VII. PROJECT MANAGER

Woody Boynton, P.E., Bureau Chief
Bureau of Operations and Maintenance
Office Phone: (386) 312-2300
Cell Phone: (386) 546-1833
Email: wboynton@sjrwmd.com

ATTACHMENT C — INSURANCE REQUIREMENTS

Supplier shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Supplier shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Supplier's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District ("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. Supplier 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 Supplier claims an exemption from workers' compensation coverage, Supplier 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, Supplier must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$500,000 for personal injury, bodily injury, and property damage, with an aggregate of \$1,000,000. Coverage shall include: (1) liability, (2) products and completed operations, (3) independent Suppliers, and (4) property in the care, control, or custody of Supplier. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of Florida Law.

ATTACHMENT D — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: Woody Boynton, Project Manager

CONTRACT NUMBER: 39281

CONTRACT TITLE: Aluminum Structural Plate/Box Culvert Manufacturing and Delivery

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

Supplier'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: _____

(Supplier 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: _____
Woody Boynton, District Project Manager

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

c: Contract file
Financial Services