



# 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

April 25, 2022

Interested Firms

Re: Quote Request, 37776 – Sunland Citrus Access Road Maintenance

The St. Johns River Water Management District (District) desires to: update and maintain the access road (Harbor Way). The goal of this project is to update and maintain access road (Harbor Way). The Sunland Citrus Mitigation Area (SCMA) is located at the corner of Pitts Road and Harbor Way Road in Eustis, Florida in Lake County. The site is approximately 3 miles north of SR 44 in Eustis and directly east of the Lake Norris Conservation Area. (Figure 1). This property is accessed via a private access road known as Harbor way. The site includes approximately 596 acres of uplands and wetlands. The property is part of the Seminole State Forest and is managed by the Florida Forest Service. The Sunland Citrus Mitigation Area (SCMA) is the mitigation area proposed to offset unavoidable adverse impacts associated with one Florida Department of Transportation (FDOT) project. The access road (Harbor Way) is currently in need of maintenance to help ensure future access for site work.

If you are interested in this project, email your quote in PDF format, **after 8:00 a.m. and before 4:00 p.m. on May 11, 2022.** 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 Sherrie Ashby at [sashby@sjrwmd.com](mailto:sashby@sjrwmd.com). Receipt will be acknowledged by 4:30 p.m. **Please reference quote number #37776 in subject line on any emailed correspondence.**

If you need assistance or have any questions about submitting your quote, please email or call Sherrie Ashby at [sashby@sjrwmd.com](mailto:sashby@sjrwmd.com) or 386-643-1950, 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 quotation shall include all costs associated with the services to be provided (Road Maintenance/Improvement, including all materials necessary to successfully complete the project, by the addition of base grade limerock to cap road surface within the specified location. Limerock to be rolled and compacted within the access road and installation of all necessary erosion and sediment control measures. A vibrating roller compactor will be required to compact the road improvement material. The finished thickness of the road improvement material will be minimum of 4 to 6 inches. The finished road surface will be crowned with a 2-3% slope.

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, 2023). 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.

**Minimum Qualification:**

Respondents 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. Respondent must have completed at least three projects of a similar nature (refer to the tasks outlined in the Statement of Work) in the past 5 years by the individual, firm, or foreman assigned to the project. (Documentation must be provided on attached form and must be included with quote response.) **Responses must include respondent's Certificate as to Corporation and complete the general, similar projects (Exhibit 4).**
3. Recommendation of Award will be based on the lowest qualified and responsive respondent that meets all qualifications of this quote request.

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#### 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 sashby@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; or (2) by lot.
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:

1. Contacting a District employee or officer other than Alan Weaver, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.

2. 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.
  3. Evidence of collusion among Respondents.
  4. Submission of materially false information with the Quote.
  5. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
  6. Respondent is failing to adequately perform on any existing contract with the District.
  7. Respondent has defaulted on a previous contract with the District.
  8. 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.
  9. 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 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. Notices and Services Thereof
1. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *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.
  2. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
  3. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.
7. Protest Procedures

1. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
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 Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.
8. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

## **RESPONSES**

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

Exhibit 1 – Statement of Work/Site Maps

Exhibit 2 – Cost Schedule

Exhibit 3 – Qualifications: Documentation Forms & Similar Project(s)

Exhibit 4 – Insurance Requirements

Exhibit 5 – Sample Agreement

Exhibit 1 - STATEMENT OF WORK  
ACCESS ROAD MAINTENANCE  
FOR SUNLAND CITRUS MITIGATION AREA FY21/22

**1. LOCATION/INTRODUCTION:**

The Sunland Citrus Mitigation Area (SCMA) is located at the corner of Pitts Road and Harbor Way Road in Eustis, Florida in Lake County. The site is approximately 3 miles north of SR 44 in Eustis and directly east of the Lake Norris Conservation Area in Section 22, Township 18 South, Range 28 East (Figure 1). This property is accessed via a private access road known as Harbor way. The site includes approximately 596 acres of uplands and wetlands. The property is part of the Seminole State Forest and is managed by the Florida Forest Service. The Sunland Citrus Mitigation Area (SCMA) is the mitigation area proposed to offset unavoidable adverse impacts associated with one Florida Department of Transportation (FDOT) project. The transportation project is FM# 2408636-1, SR 40-SR 15 West of SR 11, US Army Corps of Engineers (USACE) permit SAJ-2015-03232-(SP-LSL) and SJRWMD permit IND-127-67904-3. The SCMA is within the Upper St. Johns 8-digit watershed (#03080101) and within the St. Johns River Water Management District Regulatory Mitigation Basin Wekiva to Welaka (Basin 14). The wetland and upland enhancement required by these permits will be achieved through implementation of fire and/or mechanical management and establishment of appropriate canopy densities. Timber harvesting has been conducted by the Florida Forest Service. The access road (Harbor Way) is currently in need of maintenance. This work will maintain the current access road for the project and help ensure future access for site work.

**2. Objectives**

The overall goal of this project is for access road (Harbor Way) maintenance/improvement to complete the enhancement activities on-site (Figure 2).

**3. Project Description**

Contractor shall supply equipment, labor and clean sand/clay fill base grade limerock. The Cost Schedule table is provided below (Exhibit 1). Hauling, spreading, compacting and grading will be the contractor's responsibility.

**4. Task**

Provide all materials necessary to successfully complete the project, by the addition of base grade limerock to cap road surface within the specified location. Limerock to be rolled and compacted within the access road and installation of all necessary erosion and sediment control measures. A vibrating roller compactor will be required to compact the road improvement material. The finished thickness of the road improvement material will be minimum of 4 to 6 inches. The finished road surface will be crowned with a 2-3% slope.

**Contractors Responsibilities:**

- District Project Manager shall be notified a minimum of one week prior to the contractor beginning the work on the project site.
- Contractor shall limit the cubic yard to less than 200 CY so that no haul permits from Lake County are needed. If exceeded the Contractor is responsible for obtaining all permits and any fees associated with obtaining the permits. Contact at Lake County is Jeremy Rodriguez [jdroriguez@lakecountyfl.gov](mailto:jdroriguez@lakecountyfl.gov).
- Contractor shall use the established haul routes specified in haul permit if one is obtained.

- Contactor shall Install all necessary erosion and sediment control measures for the work site, as required to complete the project successfully.
- Contractor shall top with limestone/stone with a finish roller.
- Contractor shall demobilize all equipment from the site upon completion of all work items.
- Contractor shall be responsible for ensuring that all gates are closed and locked upon each entry, exit and at the end of each working day to ensure security on the property.
- All contractor-generated debris shall be removed from job site and disposed of properly by the contractor on a daily basis.
- Contractor should take care to ensure parked equipment and vehicles do not block roadways and do not cause any damage to the roadside areas.
- Work area shall be kept clear of rubbish. Discharge of petroleum product or other harmful material shall be prohibited on the mitigation site.
- Contractor 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 operation by Contractor and/or its employees.
- Contractor shall be held liable for all damages caused by such fires.
- Contractor shall repair or replace at their cost any damages to fences, gates, powerlines, or other improvements.
- Contractor shall be responsible for complying with all federal, state, and local laws pertaining to the project or project activities.

**District's Responsibilities.**

- District's Project Manager shall determine routes for ingress and egress to the property.
- District's Project Manager or his representative will make inspections of work accomplished and equipment to ensure compliance to job specifications and evaluate performance.
- District shall be notified a minimum of one week prior to the Contractor entering the project site.
- Weekend work is allowed with prior approval from the District Project Manager.
- If work is found to be unsatisfactory, Contractor will be notified and has 10 Days to resolve.

**5. Time Frame and Deliverables**

The expiration date of this contract is September 30, 2022, all work will need to be completed and approved by the DISTRICT prior to invoicing. Once all work is completed approved invoices shall be submitted to Accounts Payable at [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com).

**6. Contract Budget and Payment Schedule:**

The Contractor compensation will be based on the Contractors quotes Exhibit 1 (table 1). The contract shall be awarded based on the overall lowest cost to complete the access road maintenance improvements.

**Districts Project Manager**

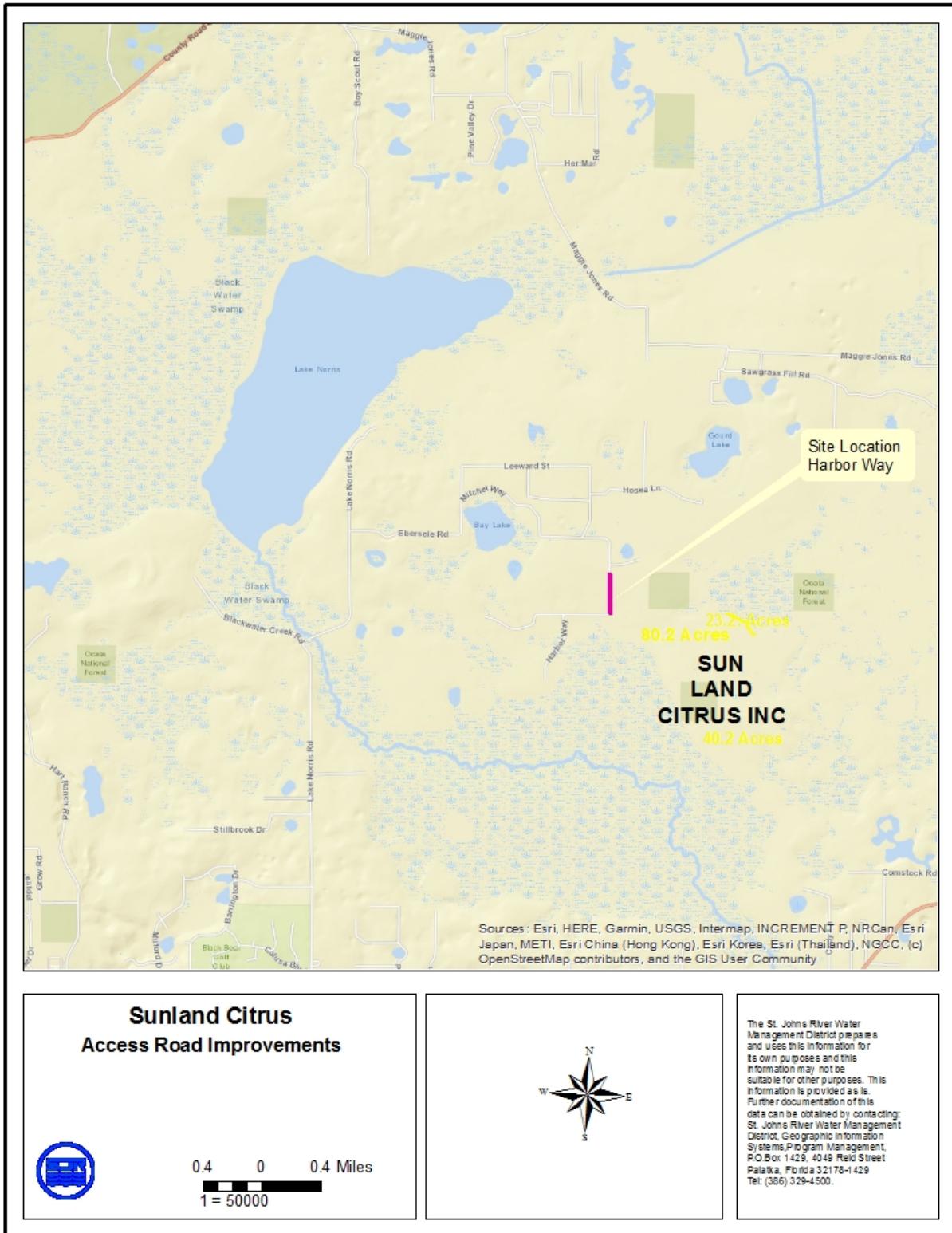
Sandy Smith  
 Regulatory Scientist IV, FDOT Mitigation Program  
 Division of Regulatory Services  
 St. Johns River Water Management District  
 Jacksonville Service Center  
 7775 Baymeadows Way, Suite 102  
 Jacksonville, FL 32256  
 Cell: 904-222-1396  
 Email: [ssmith@sjrwmd.com](mailto:ssmith@sjrwmd.com)

**Table 1- Expires September 30, 2022**

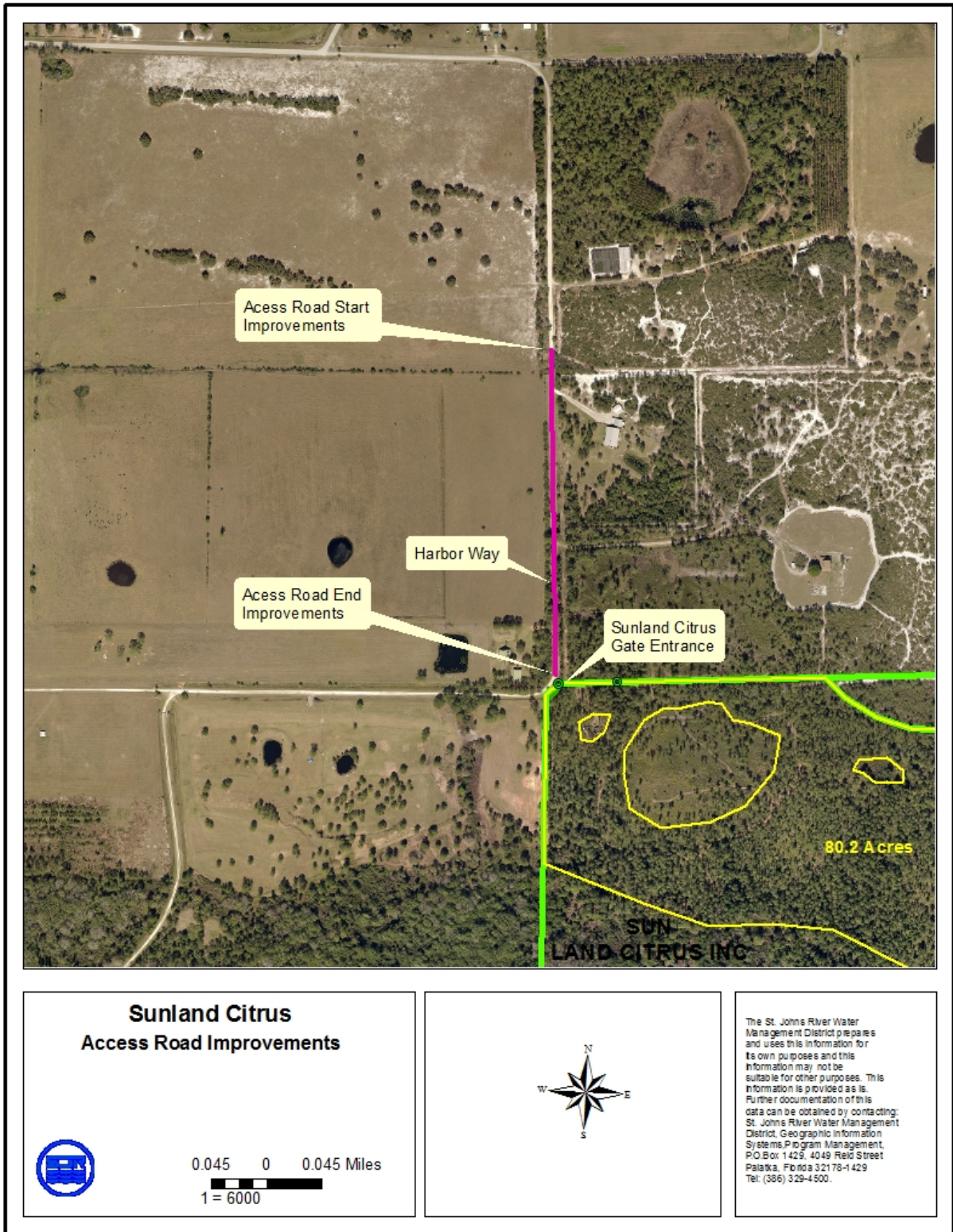
MATERIAL/WORK	ESTIMATED AMOUNT	COST PER	TOTAL COST
<p><b>FDOT BASE GRADE LIMEROCK (TO CAP ROAD SURFACE)</b></p> <p>CUBIC YARD APPROX' ( 1350 LF X 10' W X 4-6"D)</p>	<p>TO BE PLACED 4-6 INCHES DEEP IN THE ACCESS ROAD WITH MIDDLE CROWN AND A 2-3 % SLOPE</p> <p><b>TOTAL= &lt; 200 CY</b></p>	<p>_____/CY</p>	<p>\$ _____</p>
<p>SILT FENCE OR OTHER TURBIDITY CONTROL MEASURES</p>	<p>TO BE PLACED WHERE NEEDED ALONG THE ACCESS ROAD.</p>	<p>_____/LF</p>	<p>\$ _____</p>
<p>LABOR</p>	<p>TO COMPLETE ALL WORK</p>		<p>\$ _____</p>
<p>EQUIPMENT COST</p>	<p>TO COMPLETE ALL WORK</p>		<p>\$ _____</p>
<p><b>TOTALS</b></p>			<p>\$ _____</p>



**Figure 1: Sun Land Citrus Location map**



**Figure 2: Sun Land Citrus Access Road Improvements**



Regulatory\Regulatory Coordination\FDOT Mitigation Program\Projects\SJ6\_Sunland Citrus\SOW\Access road work 21-22\access road improvements.mxd, Time: 4/11/2022 1:52:05 PM

Exhibit 2: Cost Schedule

MATERIAL/WORK	ESTIMATED AMOUNT	COST PER	TOTAL COST
<p><b>FDOT BASE GRADE LIMEROCK (TO CAP ROAD SURFACE)</b></p> <p>CUBIC YARD APPROX' ( 1350 LF X 10' W X 4-6"D)</p>	<p>TO BE PLACED 4-6 INCHES DEEP IN THE ACCESS ROAD WITH MIDDLE CROWN AND A 2-3 % SLOPE</p> <p><b>TOTAL= &lt; 200 CY</b></p>	/CY	\$
SILT FENCE OR OTHER TURBIDITY CONTROL MEASURES	TO BE PLACED WHERE NEEDED ALONG THE ACESS ROAD.	/LF	\$
LABOR	TO COMPLETE ALL WORK		\$
EQUIPMENT COST	TO COMPLETE ALL WORK		\$
<b>TOTALS</b>			\$

Exhibit 3 – Qualifications: Documentation Forms & Similar Project(s)

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_____	_____	_____	_____

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**RESPONDENT (FIRM NAME)**

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**ADDRESS**

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**SIGNATURE**

---

**TYPED NAME & TITLE**

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**TELEPHONE NUMBER**

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**EMAIL ADDRESS**

Exhibit 3 – Qualifications: Continued

**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.

**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:

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Respondent's tax identification No.: \_\_\_\_\_

Year company was organized/formed: \_\_\_\_\_

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

\_\_\_\_\_

Total number of years Respondent has experience in similar work described in quote request of the Instructions to Respondents: \_\_\_\_\_

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

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

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

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**QUALIFICATIONS — SIMILAR PROJECTS**

This form to be included in quote response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three during the years prior to the date set for receipt of quotes. Include only those projects that are comparable to those required by the District (The overall goal of this project is for access road maintenance/improvement to complete the enhancement activities on-site). The projects/engagements/deployments must have been in place and operational for at least six months prior to the date set for receipt of quotes.

**Completed Project 1:**

**(add additional pages for more than one project, if requested)**

Client/Project Owner:

\_\_\_\_\_

Current contact person with Client/Project Owner: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Client/Project Owner: \_\_\_\_\_

\_\_\_\_\_

Project description:

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

No. of Employees: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(min: \_\_\_\_)

(month/year)

(month/year)

No. of Locations: \_\_\_\_\_

(min: \_\_\_\_)

Name(s) of assigned personnel:

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

Account manager: \_\_\_\_\_

Solution engineer: \_\_\_\_\_

Technical engineer: \_\_\_\_\_

Rollout engineer: \_\_\_\_\_

Technical coordinator: \_\_\_\_\_

Provisioning coordinator: \_\_\_\_\_

**Completed Project 2:**

**(add additional pages for more than one project, if requested)**

Client/Project Owner:

\_\_\_\_\_

Current contact person with Client/Project Owner: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Client/Project Owner: \_\_\_\_\_

\_\_\_\_\_

Project description:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No. of Employees: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(min: \_\_\_\_)

(month/year)

(month/year)

No. of Locations: \_\_\_\_\_

(min: \_\_\_\_)

Name(s) of assigned personnel:

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

Account manager: \_\_\_\_\_

Solution engineer: \_\_\_\_\_

Technical engineer: \_\_\_\_\_

Rollout engineer: \_\_\_\_\_

Technical coordinator: \_\_\_\_\_

Provisioning coordinator: \_\_\_\_\_



**Completed Project 3:**

**(add additional pages for more than one project, if requested)**

Client/Project Owner:

\_\_\_\_\_

Current contact person with Client/Project Owner: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Client/Project Owner: \_\_\_\_\_

\_\_\_\_\_

Project description:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No. of Employees: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(min: \_\_\_\_)

(month/year)

(month/year)

No. of Locations: \_\_\_\_\_

(min: \_\_\_\_)

Name(s) of assigned personnel:

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

Account manager: \_\_\_\_\_

Solution engineer: \_\_\_\_\_

Technical engineer: \_\_\_\_\_

Rollout engineer: \_\_\_\_\_

Technical coordinator: \_\_\_\_\_

Provisioning coordinator: \_\_\_\_\_

## Exhibit 4 — INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant'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 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. Consultant 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.

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

Exhibit 5 – SAMPLE AGREEMENT  
**DRAFT AGREEMENT BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_**

**FOR ACCESS ROAD MAINTENANCE FOR SUNLAND CITRUS MITIGATION AREA**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and ----- (“Contractor”), whose address is \_\_\_\_\_. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for Contract 37776, ACCESS ROAD MAINTENANCE FOR SUNLAND CITRUS MITIGATION AREA (the “Work”). Contractor shall complete the Work in conformity with this Agreement, which includes the Statement of Work and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. The parties hereby agree to the following terms and conditions.

**TERM**

- a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- b) **Completion Date.** The Completion Date of this Agreement is September 30, 2022, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

**DELIVERABLES**

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

**OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary

materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

**FUNDING OF AGREEMENT**

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

District Fiscal Year	TOTAL COST
FY21-22 (Oct 1, 2021- Sept 30, 2022)	

**PAYMENT OF INVOICES**

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

- e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- h) **Payments.** The District shall pay Contractor 100% of each approved invoice.

**PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

**INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.

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

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

## PROJECT MANAGEMENT PERSONNEL

- a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

### DISTRICT

Sandy Smith, Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2571  
Phone: 904-448-7915  
Email: ssmith@sjrwmd.com

### CONTRACTOR

, Project Manager  
  
Phone:  
Email:

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

## SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
  2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may

advise Contractor through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

## **FORCE MAJEURE; DELAYS**

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

## **AMENDMENTS; EMERGENCY CHANGES IN WORK**

- a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District’s Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor’s estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

**TERMINATION.** The District may terminate this Agreement without cause upon ten days' written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure. Upon termination with or without cause, the District may take possession of and finish the Work by whatever means it deems expedient. Contractor may terminate this contract only if the District fails to pay sums when due. In such event, Contractor shall provide the District no less than ten days' prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

## **ADDITIONAL PROVISIONS**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### **ASSIGNMENT AND SUBCONTRACTS**

- a) Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor shall be allowed a maximum 15% markup of their subcontractor's work for oversight and management.
- b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

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

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

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

#### **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**

- a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District

contractors, as may be directed by the District. Contractor shall afford other District contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

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

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

- a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

### **DISPUTE RESOLUTION**

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

**DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all

W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

#### **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

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

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

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

**INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

**INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with

all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.

**LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.

**NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

**PERMITS AND LICENSES, COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

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

## **PUBLIC RECORDS**

- a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.

- c) If Contractor meets the definition of “Contractor” found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
  - ii) Upon request from the District’s custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
  - iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

**REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor’s failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District’s rights or remedies for any subsequent breach of this Agreement.

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

**USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increase the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

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

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

VENDOR PENDING

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

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

Michael A Register., Executive Director (or  
designee)

\_\_\_\_\_

Typed Name and Title

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

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

Attachments:

Attachment A — Statement of Work/Technical Specifications

Attachment B — Insurance Requirements

Attachment C — District's Supplemental Instructions (sample)

**Attachment A**  
**STATEMENT OF WORK**  
**ACCESS ROAD MAINTENANCE**  
**FOR SUNLAND CITRUS MITIGATION AREA**  
**FY21/22**

**I. LOCATION/ INTRODUCTION**

The Sunland Citrus Mitigation Area (SCMA) is located at the corner of Pitts Road and Harbor Way Road in Eustis, Florida in Lake County. The site is approximately 3 miles north of SR 44 in Eustis and directly east of the Lake Norris Conservation Area in Section 22, Township 18 South, Range 28 East (Figure 1). This property is accessed via a private access road known as Harbor way. The site includes approximately 596 acres of uplands and wetlands. The property is part of the Seminole State Forest and is managed by the Florida Forest Service. The Sunland Citrus Mitigation Area (SCMA) is the mitigation area proposed to offset unavoidable adverse impacts associated with one Florida Department of Transportation (FDOT) project. The transportation project is FM# 2408636-1, SR 40-SR 15 West of SR 11, US Army Corps of Engineers (USACE) permit SAJ-2015-03232-(SP-LSL) and SJRWMD permit IND-127-67904-3. The SCMA is within the Upper St. Johns 8-digit watershed (#03080101) and within the St. Johns River Water Management District Regulatory Mitigation Basin Wekiva to Welaka (Basin 14). The wetland and upland enhancement required by these permits will be achieved through implementation of fire and/or mechanical management and establishment of appropriate canopy densities. Timber harvesting has been conducted by the Florida Forest Service. The access road (Harbor Way) is currently in need of maintenance. This work will maintain the current access road for the project and help ensure future access for site work.

**II. Objectives**

The overall goal of this project is for access road (Harbor Way) maintenance/improvement to complete the enhancement activities on-site (Figure 2).

**III. Project Description**

Contractor shall supply equipment, labor, and clean sand/clay fill base grade limerock. The Cost Schedule table is provided below (Exhibit 1). Hauling, spreading, compacting and grading will be the contractor's responsibility.

**IV. Tasks**

Provide all materials necessary to successfully complete the project, by the addition of base grade limerock to cap road surface within the specified location. Lime rock to be rolled and compacted within the access road and installation of all necessary erosion and sediment control measures. A vibrating roller compactor will be required to compact the road improvement material. The finished thickness of the road improvement material will be minimum of 4 to 6 inches. The finished road surface will be crowned with a 2-3% slope.

**Contractors Responsibilities:**

District Project Manager shall be notified a minimum of one week prior to the contractor beginning the work on the project site.

- Contractor shall limit the cubic yard to less than 200 CY so that no haul permits from Lake County are needed. If exceeded the Contractor is responsible for obtaining all permits and any fees associated with obtaining the permits. Contact at Lake County is Jeremy Rodriguez



[jdrorriguez@lakecountyfl.gov](mailto:jdrorriguez@lakecountyfl.gov).

- Contractor shall use the established haul routes specified in haul permit if one is obtained.
- Contractor shall Install all necessary erosion and sediment control measures for the work site, as required to complete the project successfully.
- Contractor shall top with limestone/stone with a finish roller.
- Contractor shall demobilize all equipment from the site upon completion of all work items.
- Contractor shall be responsible for ensuring that all gates are closed and locked upon each entry, exit and at the end of each working day to ensure security on the property.
- All contractor-generated debris shall be removed from job site and disposed of properly by the contractor on a daily basis.
- Contractor should take care to ensure parked equipment and vehicles do not block roadways and do not cause any damage to the roadside areas.
- Work area shall be kept clear of rubbish. Discharge of petroleum product or other harmful material shall be prohibited on the mitigation site.
- Contractor 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 operation by Contractor and/or its employees.
- Contractor shall be held liable for all damages caused by such fires.
- Contractor shall repair or replace at their cost any damages to fences, gates, powerlines, or other improvements.
- Contractor shall be responsible for complying with all federal, state, and local laws pertaining to the project or project activities.

#### **District's Responsibilities.**

- District's Project Manager shall determine routes for ingress and egress to the property.
- District's Project Manager or his representative will make inspections of work accomplished and equipment to ensure compliance to job specifications and evaluate performance.
- District shall be notified a minimum of one week prior to the Contractor entering the project site.
- Weekend work is allowed with prior approval from the District Project Manager.
- If work is found to be unsatisfactory, Contractor will be notified and has 10 Days to resolve.

#### **V. Time Frame and Deliverables**

The expiration date of this contract is September 30, 2022, all work will need to be completed and approved by the DISTRICT prior to invoicing. Once all work is completed approved invoices shall be submitted to Accounts Payable at [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com).

#### **VI. Contract Budget and Payment Schedule:**

The Contractor compensation will be based on the Contractors quotes Exhibit 1 (table 1). The contract shall be awarded based on the overall lowest cost to complete the access road maintenance improvements.

#### **District's Project Manager**

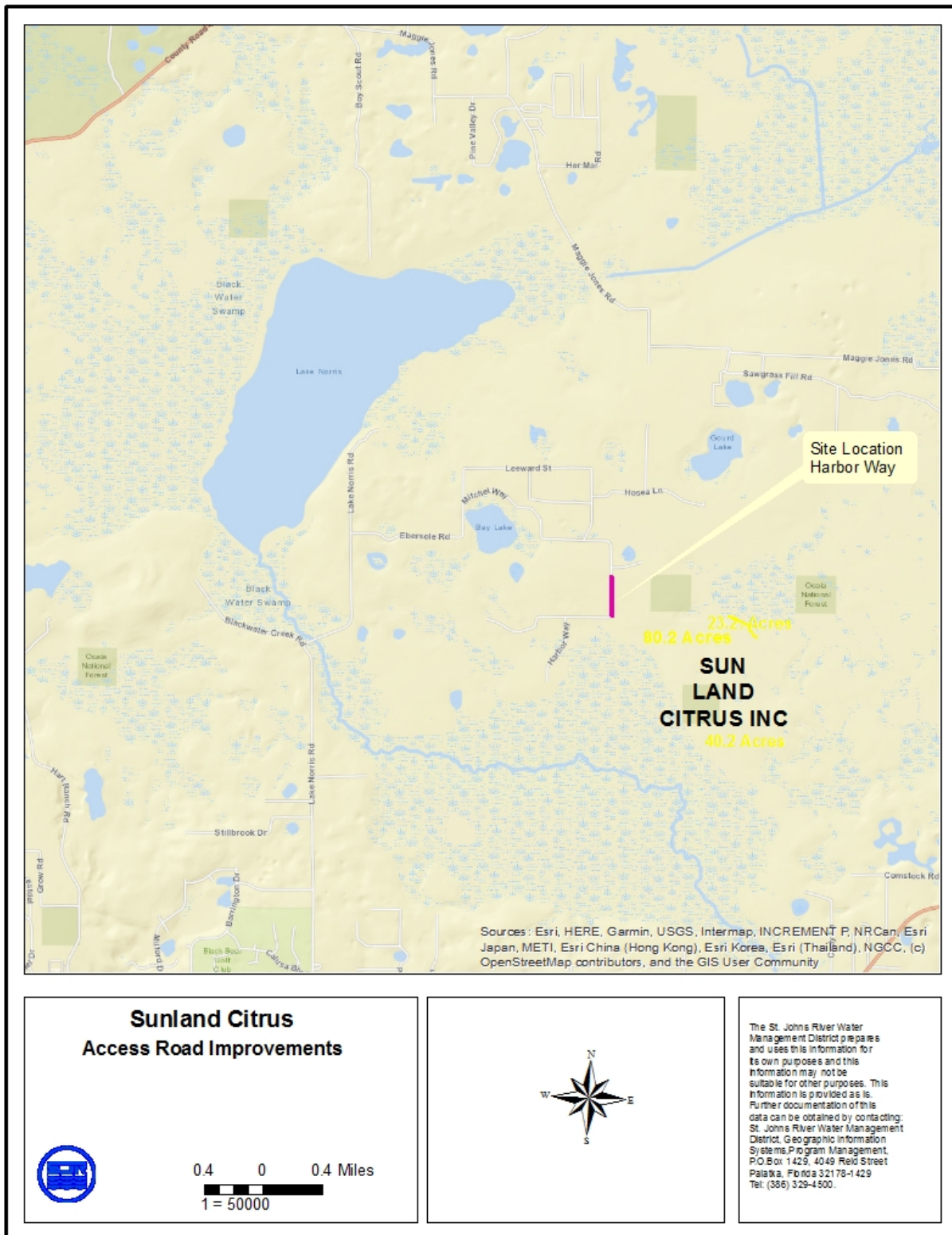
Sandy Smith  
Regulatory Scientist IV, FDOT Mitigation Program  
Division of Regulatory Services  
St. Johns River Water Management District  
Jacksonville Service Center  
7775 Baymeadows Way, Suite 102  
Jacksonville, FL 32256  
Cell: 904-222-1396  
Email: [ssmith@sjrwmd.com](mailto:ssmith@sjrwmd.com)

**Exhibit 1: Cost Schedule**

**Table 1- Expires September 30, 2022**

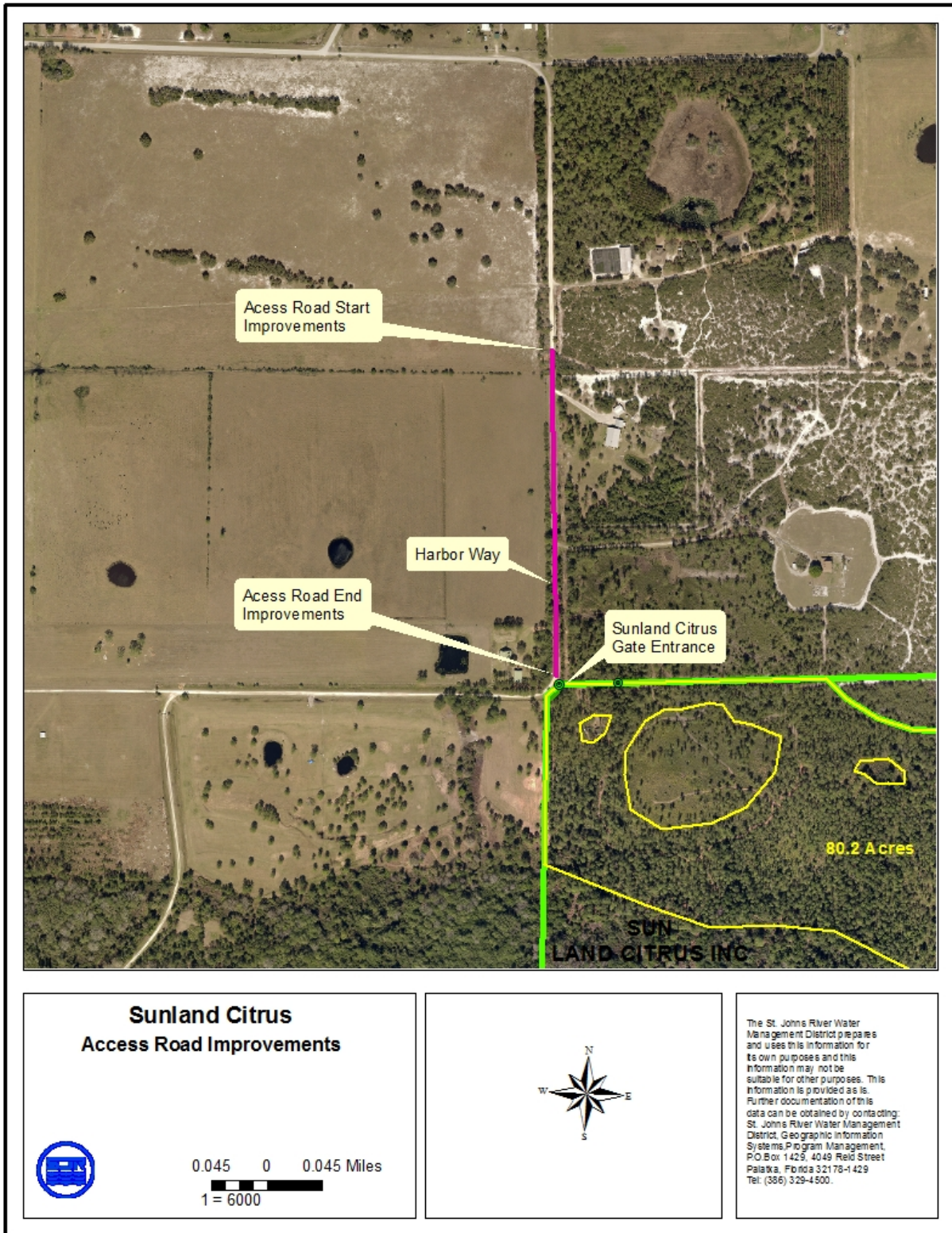
MATERIAL/WORK	ESTIMATED AMOUNT	COST PER	TOTAL COST
<p><b>FDOT BASE GRADE LIMEROCK (TO CAP ROAD SURFACE)</b></p> <p>CUBIC YARD APPROX' ( 1350 LF X 10' W X 4-6"D)</p>	<p>TO BE PLACED 4-6 INCHES DEEP IN THE ACCESS ROAD WITH MIDDLE CROWN AND A 2-3 % SLOPE</p> <p><b>TOTAL= &lt; 200 CY</b></p>	<p>_____/CY</p>	<p>\$_____</p>
<p>SILT FENCE OR OTHER TURBIDITY CONTROL MEASURES</p>	<p>TO BE PLACED WHERE NEEDED ALONG THE ACCESS ROAD.</p>	<p>_____/LF</p>	<p>\$_____</p>
<p>LABOR</p>	<p>TO COMPLETE ALL WORK</p>		<p>\$_____</p>
<p>EQUIPMENT COST</p>	<p>TO COMPLETE ALL WORK</p>		<p>\$_____</p>
<p><b>TOTALS</b></p>			<p>\$_____</p>

**Figure 1: Sun Land Citrus Location map**



Regulatory\Regulatory Coordination\FDOT Mitigation Program\Projects\SJ56\_Sunland Citrus\SOW\Access road work 21-22\Access road improvements.mxd, Time: 4/11/2022 1:52:05 PM

**Figure 2: Sun Land Citrus Access Road Improvements**



Regulatory\Regulatory Coordination\FDOT Mitigation Program\Projects\SJ66\_Sunland Citrus\SOW\Access road work 21-22\access road improvements.mxd, Time: 4/11/2022 1:52:05 PM

## ATTACHMENT B - INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. **Contractor's General Liability policy shall include Endorsement CG 20101185, 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 against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. **Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.**
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

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

**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO:

FROM: Sandy Smith, Project Manager

CONTRACT NUMBER: 3776

CONTRACT TITLE: ACCESS ROAD MAINTENANCE FOR SUNLAND CITRUS  
MITIGATION 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:
  - 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: \_\_\_\_\_

Sandy Smith, District Project Manager

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

Sherrie Ashby, District Procurement Specialist

c: Contract file

Financial Services