

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
TERRESTRIAL HERBICIDE APPLICATION SERVICES
REQUEST FOR QUALIFICATIONS 39295 – 2ND CALL**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by **3:00 pm, March 13, 2024**. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s *myfloridamarketplace.com*, Central Bidding at *centralbidding.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from the above referenced solicitation advertising portals or the District by contacting LaDonna Johnson, Associate Procurement Specialist, at 386-329-4592 or ljohnson@sjrwmd.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting responses from firms licensed in the state of Florida to provide Terrestrial Herbicide Application Services. The terrestrial objectives of this solicitation include maintenance control of nuisance vegetation for the purposes of restoration, protection of watersheds, clearing of fence-lines, road and trail maintenance, and to keep invasive species under maintenance control.

The District will approve all firms that demonstrate the qualifications necessary to successfully perform the activities as outlined in the Statement of Work (SOW) for Terrestrial Herbicide Application Services. Each of the qualified firms selected shall execute a contract with the District for the term of April 2024 through September 2026. Award of these contracts does not preclude the firms from responding to any other projects advertised by the District. The estimated budget for this work is \$343,750, a shared not-to-exceed combined total for all Work Orders awarded to all firms for these services through the contract term.

The pool of qualified firms will have the opportunity to submit quotes for individual projects, which will be awarded through Work Orders. For each new project throughout the life of the contract, the District will provide a SOW and a blank Schedule of Costs to each of the qualified firms. Award of the Work Order will be made to the firm with the lowest quote (based on the costs submitted in the firm’s Schedule of Costs) that can perform the work in the required time frame, with the District reserving the right, at its sole discretion, to reject all quotes.

The District’s Evaluation Committee will meet to evaluate the submittals as follows:

- 10:00 a.m. on March 15, 2024, to
 - Discuss the responses
 - Determine qualified list of Respondents

After evaluations have been completed and determination of the qualified firms has been made, all respondents will be notified in writing of the staff’s intended recommendation to the Governing Board at the April 9, 2024, meeting. Individual contracts with each qualified firm will be executed following Governing Board approval of the qualified firms and the associated contracts.

Americans with Disability Act (ADA)

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

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

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

2. CONTRACT ADMINISTRATION

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

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

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

3. WHERE TO SUBMIT RESPONSE

Respondent must submit its Response in electronic format (no paper copies) either by:

(1) uploading to Demandstar directly at www.demandstar.com OR to Central Bidding directly at www.centralbidding.com (NOT BOTH); OR

(2) delivering all files on a single pin/thumb/jump drive either by mail or hand-delivery in a sealed envelope labeled as follows:

SEALED RESPONSE – DO NOT OPEN Respondent’s Name: Request for Qualifications: 39295 Opening Time: 3:00 p.m. Opening Date: March 13, 2024 <p style="text-align: center;">LaDonna Johnson, Associate Procurement Specialist Office of Financial Services St. Johns River Water Management District 4049 Reid Street Palatka Florida 32177</p>

DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE RESPONSE BEING REJECTED AS NONRESPONSIVE.

4. PREPARATION AND ORGANIZATION OF RESPONSE

Respondent must submit its response in an electronic format as directed in paragraph 3, above, or the Response may be deemed non-responsive.

1. Respondents must complete and submit the following forms in PDF format (these forms are in the FORMS section of this document):
 - a. Submittal Form
 - b. Respondent Form
 - c. Proposed Subcontractors Form
 - d. Certificate as to Corporation
 - e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - f. Qualifications - (General, Similar Projects, Equipment Verification, Equipment Operators and Client References)
 - g. Drug-Free Workplace Form
2. All blank spaces on the solicitation documents must be typewritten or legibly printed in ink. In the event you decline to submit a response, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a response.
3. The file naming conventions for the solicitation must clearly identify specific information, such as the solicitation number and the respondent’s name (Example: RFQ 12345, ABC Company)
4. **Please do not password protect files saved to a pin/thumb/jump drive.** Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the solicitation package are available upon request in Microsoft® Word to aid the Respondent in submitting its response.

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

5. OPENING OF RESPONSES

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

3:00 p.m., March 13, 2024
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

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

Unless otherwise exempt, Respondent’s response is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the response 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 response and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion,

to reject a response for excessive or unwarranted assertion of trade secret confidentiality and return the response to Respondent.

6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least five days prior to opening of responses in order to be considered. Requests may be submitted by email at ljohnson@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by all of the advertising portals referenced on Page 1 to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the response due date.

Submission of a response constitutes acknowledgment of receipt of all addenda. Responses 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 solicitation, as submitted. All addenda become part of the Agreement.

7. BUDGET

The estimated budget for the Work is \$343,750, a shared not-to-exceed combined total for all Work Orders awarded to all firms for these services through the contract term. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason.

8. MINIMUM QUALIFICATIONS

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

- a. Respondent must be licensed in the state of Florida to provide Terrestrial Herbicide Applications. *(Respondent must provide documentation of this requirement with response).*
- b. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three projects of a similar nature to the Statement of Work (Terrestrial Herbicide Application) within the three years immediately preceding the date for receipt of responses. Each similar project shall have had an annual project value of at least \$25,000. *(Respondent must use form Qualifications – Similar Projects for Terrestrial Herbicide Application Services provided under the section "FORMS").*
 1. If the Respondent chooses to list an ongoing services contract as a similar project, the Respondent must provide project details for work/task(s) successfully completed by the Respondent under the ongoing services contract. The value of the completed work/tasks(s) must be at least \$25,000.

- c. Respondent shall be able to provide at a minimum: water source for mixing herbicides, a minimum of two four-wheel drive (4wd) vehicles, four backpack sprayers, two all-terrain vehicles (ATVs) and two ATV capable electric spray tanks (minimum of 10 gallons), and four machetes to provide the required services. (*Respondent must use form Qualifications – Equipment Verification for Terrestrial Herbicide Application Services provided under the section “FORMS”*).
- d. Respondent’s equipment operator(s) shall each, within the past three years, have successfully completed at least two projects (for the Respondent or another contractor) of a similar nature to the Statement of Work using equipment equivalent to that specified in Attachment A — Statement of Work. No more than one project listed being a District project. (*Respondent must use form Qualifications – Equipment Operators for Terrestrial Herbicide Application Services provided under the section “FORMS”*).
- e. Respondent must provide two client references. At least one of the client references must be from the similar projects listed in response to sub-paragraph 8.b., above. No more than one of the client references may be from similar work successfully completed for the District. If a successfully completed project for the District is cited, do not request a letter from District staff. (*Respondent must use form Qualifications – Client References for Terrestrial Herbicide Application Services provided under the section “FORMS”*).

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

9. SUBCONTRACTS

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

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

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

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

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

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

11. DISQUALIFICATION OF RESPONDENTS

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

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

12. REJECTION OF RESPONSE

Responses must be delivered to the specified location and received before the response opening in order to be considered. Untimely responses will be returned to the Respondent unopened. Responses will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Response 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 response.

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

13. WITHDRAWAL OF RESPONSES

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

14. EVALUATION AND AWARD PROCEDURES

- a. Responses will be evaluated by a staff Evaluation Committee based upon the criteria set forth in "EVALUATION CRITERIA." The committee members will meet at District headquarters or other location as appropriate to discuss the submittals and individual evaluations. Each committee member completes an evaluation form, from which the list of qualified Respondents is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as

the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all responses and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all responses.
- d. Following the evaluation process, the District will submit the final list of qualified Respondents to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee's final list of qualified Respondents.
- e. The Agreements will be awarded to all Respondents determined by the Evaluation Committee to be qualified (the "Successful Respondents"). The Agreement may be modified based on the District's acceptance of any alternatives listed in this Request of Qualifications that the District deems in its best interest.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

15. EVALUATION CRITERIA

	Criteria	Meets Requirements Yes (Y) or No (N)
1	Background and Qualifications and ability to conduct the work presented in the Statement of Work a) Knowledge of subjects contained within Statement of Work <input type="checkbox"/> b) Ability to meet needs and perform work <input type="checkbox"/>	
2	Personnel a) Staffing Availability <input type="checkbox"/> b) Qualifications, Licenses, Certifications <input type="checkbox"/> c) Identify Subcontractors <input type="checkbox"/> d) Identify Equipment Operators <input type="checkbox"/>	
3	Similar Projects, Equipment Verification and Client References (please check all that apply) a) Similar Projects (forms) <input type="checkbox"/> b) Equipment Verification (forms) <input type="checkbox"/> c) Client References for Aquatic Herbicide Application Services (form) <input type="checkbox"/> d) Equipment and Availability (form) <input type="checkbox"/>	

16. EXECUTION OF AGREEMENT

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

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

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

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

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

18. DIVERSITY

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

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

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

20. FLORIDA SALES TAX

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

21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

22. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

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

23. NOTICES AND SERVICES THEREOF

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

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

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

24. PROTEST PROCEDURES

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

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

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file 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 District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency

Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

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

FORMS

SUBMITTAL FORM

(Include this form in the response)

RESPONDENT:

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

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

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

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

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

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

Respondent (Firm Name) _____
Date

Address

Email Address

Signature _____
Telephone Number

Typed Name and Title

PROPOSED SUBCONTRACTORS

(Include this form in the response)

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

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

(Include this form in the response)

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

(Include this form in the response)

STATE OF _____

COUNTY OF _____

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

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

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

Signature: _____

Title: _____

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

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

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

QUALIFICATIONS — GENERAL

(Include this form in the response)

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

Name of Respondent: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar Terrestrial Herbicide Application Services as described in the INSTRUCTIONS TO RESPONDENTS: _____

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

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

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

QUALIFICATIONS — SIMILAR PROJECTS

(Include this form in the response)

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three projects of a similar nature (Terrestrial Herbicide Application) within the three years immediately preceding the date for receipt of responses.

If the Respondent chooses to list as a similar project an ongoing service contract, the Respondent must provide project details for work/task(s) successfully completed by the Respondent under the ongoing service contract.

Each similar project shall have had an annual project value of at least \$25,000. (Add additional sheet for optional additional completed projects.)

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

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

Total annual project value of this project: \$ _____

Description of work involving terrestrial herbicide application services for this company:

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

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

Total annual project value of this project: \$ _____

Description of work involving terrestrial herbicide application services for this company:

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

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

Total annual project value of this project: \$ _____

Description of work involving terrestrial herbicide application services for this company:

Name(s) of assigned personnel:

Project manager: _____

Others: _____

QUALIFICATIONS — EQUIPMENT VERIFICATION

(Include this form in the response)

Respondent shall be able to provide, at a minimum (check all that apply):

- Water source for mixing herbicides.
- A minimum of two four-wheel drive (4wd) vehicles, four backpack sprayers, two all-terrain vehicles (ATVs) and two ATV capable electric spray tanks (minimum of 10 gallons), and four machetes to provide the required services.

Equipment shall be mechanically sound and operate safely. Equipment may be verified by the District via photographs submitted with the Respondent's response and/or a site visit.

Please provide a description of all applicable equipment available for this work.

QUALIFICATIONS — EQUIPMENT OPERATORS

(Include this form in the response)

Respondent's equipment operator(s) shall each, within the past three years, have successfully completed at least two projects (for the Respondent or another contractor) of a similar nature to the Instructions to Respondents using equipment equivalent to that specified in Attachment A — Statement of Work. (For each equipment operator listed, two successfully completed projects are required; Add additional form for each Equipment Operator provided).

Completed Project 1 for Equipment Operator 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

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

Description of work involving equipment operation for terrestrial herbicide application services for this company:

Name of Assigned Equipment Operator: _____

Completed Project 2 for Equipment Operator 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

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

Description of work involving equipment operation for terrestrial herbicide application services for this company:

Name of Assigned Equipment Operator: _____

Completed Project 1 for Equipment Operator 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

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

Description of work involving equipment operation for terrestrial herbicide application services for this company:

Name of Assigned Equipment Operator: _____

Completed Project 2 for Equipment Operator 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

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

Description of work involving equipment operation for terrestrial herbicide application services for this company:

Name of Assigned Equipment Operator: _____

QUALIFICATIONS — CLIENT REFERENCES

(Include this form in the response)

Respondent must provide two client references for Terrestrial Herbicide Application Services. At least one of the client references must be from the similar projects listed in response to sub-paragraph 8 in the minimum qualifications. No more than one of the client references may be from similar work successfully completed for the District. If a successfully completed project for the District is cited, do not request a letter from District staff.

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

DRUG-FREE WORKPLACE FORM

(This form required only in the event of a tie response)

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

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

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

By: _____

Title: _____

Date: _____

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATION 39295**

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

Please check (as applicable):

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

Remarks: _____

Respondent (Firm Name)

Address

E-Mail Address

Signature

Typed Name and Title

Telephone Number

**DRAFT AGREEMENT BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
TERRESTRIAL HERBICIDE APPLICATION SERVICES**

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 39295, Terrestrial Herbicide Application Services (the “Work”). In accordance with Request for Qualifications (RFQ) 39295, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is April 9, 2024.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) **Commencement of Work.** Contractor shall commence the Work within 14 days of issuance of a Work Order by the District. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

- (b) A generalized Scope of Work is specified in the Statement of Work, Attachment A. A specific Statement of Work will be issued with each Work Order. 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.
- (c) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. FUNDING OF AGREEMENT

This Agreement is one of _____ contracts awarded pursuant to RFQ 39295 for Terrestrial Herbicide Application Services. The Shared Funding Cap for all awarded contracts is \$343,750 in total for the initial term of the contracts. The total amounts of all Work authorized under all contracts shall not exceed the Shared Funding Cap. Funding is subject to District Governing Board budgetary appropriation.

For satisfactory performance of the Work as set forth in an issued Work Order, the District agrees to pay Contractor a sum not to exceed the amount specified in the Work Order.

4. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized monthly invoices (or as specified in each Work Order) by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, 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) **Required Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Project Manager or Work Order Manager; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work and work orders, see special requirements under WORK ORDERS); 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) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (f) **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.
- (g) **Payments.** The District shall pay Contractor 100% of each approved invoice.
5. **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.
6. **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.
7. **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.

8. **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.

9. **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; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Taylor Clark,
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32178
Phone: 386-329-4157
Email: tclark@sjrwmd.com

CONTRACTOR

TBD, Project Manager
TBD
TBD
TBD
Phone: TBD
Email: TBD

Randy Snyder
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
Phone: 3221-409-2168
Email: rsnyder@sjrwmd.com

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a "Work Order Manager" as the Project Manager for a specific Work Order, who shall have the same responsibilities as the District's Project Manager for that Work Order only.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions,

that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

10. 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.

11. 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.

12. AMENDMENTS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement or a Work Order 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) **Change Orders**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **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.

13. TERMINATION AND SUSPENSION

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

comply with such notice. Should such stoppage increase Contractor’s cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

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

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

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

14. DEFINITIONS

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

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

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

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

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

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

DAY: All references to “day” shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

DELIVERABLES: All Work that is to be performed pursuant to the Statement of Work, in whole or in

part, including, but not limited to, all equipment or materials that are incorporated within the Work.

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

HOLIDAY: The following holidays as observed by the District: New Year's Day, Birthday of Martin Luther King, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day.

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.

REQUEST FOR QUALIFICATIONS: An advertised solicitation for sealed Submittals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of the response, and all contractual terms and conditions.

RESPONDENT: Any person who submits a response to a solicitation.

SHARED CAP: The total amount of funding approved by the District's Governing Board over the term of the contract and as may be awarded by contracts and work orders amongst the responsive respondents.

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 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.

WORK ORDER: The District's written notice authorizing specific Work under the Agreement. A Work Order may be one of three types:

TYPE 1 WORK ORDER: a Work Order in which the services are provided on an hourly basis.

TYPE 2 WORK ORDER: a Work Order in which a fixed price has, or a schedule of fixed prices have, been agreed upon with the Contractor as to the services to be provided pursuant to the Work Order.

TYPE 3 WORK ORDER: A Work Order in which services are provided on an hourly basis subject to a not-to-exceed amount for completion of the Work specified in the Work Order.

15. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the

District. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.

- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Contractor shall be responsible for providing lock(s) to District properties.

16. **ASSIGNMENT AND SUBCONTRACTS**

- (a) Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any 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 day 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.

17. **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.

18. **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.

19. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or

disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.

20. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
21. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
 - (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.
22. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**
- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
 - (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.
23. **DISPUTE RESOLUTION**
- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project

Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

24. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in its procurement activities and encourages its 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.

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

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

given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

26. EMPLOYMENT ELIGIBILITY

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov.
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

27. 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.

- 28. **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.
- 29. **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 and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a

corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

30. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
31. **LIENS.** 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.
32. **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.
33. **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.

34. **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.
35. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's or fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.
36. **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**

37. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

38. REMEDIES FOR NON-PERFORMANCE

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency or may take such action as is necessary to correct such deficiency through District action or that of a third party. 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.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, 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.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
39. **SAFETY.** Contractor has the sole duty to ensure the safety of its employees, subcontractors, and other the general public. Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors and servants shall allow any hunting or any weapons, animals, alcohol, or illegal drugs, on District property, except as authorized by law. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employee sand other person who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulation, and ordinances.
40. **CERTIFICATION.** Contractor certifies that it, principals, and affiliates, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies (sec. 287.135, Fla. Stat), Discriminatory (sec. 287.134, Fla. Stat.), Convicted (sec. 287.133, Fla. Stat.), or Antitrust Vendor (sec. 287.137, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (sec. 287.135, Fla. Stat.), or (c) engages in business operations in Cuba or Syria (sec. 287.135, Fla. Stat.). Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if t Contractor is found to have submitted a false certification or if the certification proves to be untrue during the terms of the Agreement.

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

42. **WARRANTY**

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

43. **WORK ORDERS**

- (a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District makes no guarantees of any amount of work to be awarded under the Agreement.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (c) **Type of Work Order.** The District will select the Work Order to be used to perform the Work in accordance with the District's standard operating procedures.
 - (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other

physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District.

- (ii) A Type 2 (fixed price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work.
 - (iii) A Type 3 (time and materials with a not-to-exceed amount) Work Order is utilized when a not-to-exceed cost for a time and materials (Type 1) Work Order.
- (d) Additional Provisions Applicable to Type 1 and Type 3 Work Orders
- (i) Additional equipment and services
 - a. The District may issue a Work Order requiring the use of additional or specialized equipment. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
 - b. After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.
 - c. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
 - (ii) Other Direct Costs
 - a. Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax, provided Contractor adheres to the following the competitive procedures:
 - b. Cost is equal to or under \$10,000 – three documented quotes – verbal, written, or online; or a written explanation to District procurement staff and approval from the District’s Procurement Director for not receiving three quotes.
 - c. Cost is over \$10,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation to and approval from the District’s Procurement Director.
 - d. Contractor must submit documentation of quotes where cost exceeds \$2,500 with the Contractor’s cost estimate. If a cost exceeds \$10,000, the Contractor must also submit a complete bidders list and documentation that the request for quotes was sent to each prospective bidder.
 - e. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Work Order.
 - (iii) The District reserves the right to reject any proposed subcontractors.

- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
- (i) Type 1 Work Orders: (hourly billing for labor and/or equipment and materials):
 - a. Completed District Daily Summary Sheet (Refer to Statement of Work) for each day invoiced.
 - b. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
 - c. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.
 - d. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Work Order.
 - e. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
 - (ii) Type 2 Work Orders (fixed price):
 - a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - (iii) Type 3 Work Orders (time and materials with not-to-exceed amount):
 - c. Description and certification of completion of the work as described above for Type 2 Work Orders.
 - d. Completed District Daily Summary Sheet Forms as described above for Type 1 Work Orders.
 - e. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
44. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

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

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT

CONTRACTOR

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attachments:

- Attachment A — Statement of Work
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — Work Order Authorization (sample)

ATTACHMENT A – STATEMENT OF WORK

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District covers an area of approximately 12,283 square miles spanning 18 counties. The District is the lead manager of more than 425,000 acres of public lands, while it manages another 335,000 acres through a variety of partnerships with numerous agencies and local governments. The District is charged with four core missions including water quality protection, water supply, flood protection and the stewardship of natural systems. Vital to achieving these core missions is the invasive plant management program which is responsible for the control of nuisance upland and vegetation on all District owned conservation areas/restoration areas, including multiple water management areas, 111 miles of federal levees, 100 miles of non-federal levees, 12 major water control structures and six pumping stations.

The District takes an integrated approach toward achieving invasive plant management goals in order to minimize non-target impacts and potentially reduce the amount of chemical usage. The variety of methods utilized to maximize efficacy of invasive vegetation control in addition to chemical control include prescribed burning, biocontrol, mechanical, and water level manipulations where feasible.

Compliance with all laws (State and Federal) and permits are required. Failure to comply may result in immediate termination. As such, the invasive plant program supervisors approve all plans for herbicide application prior to commencement of work and rigorously tracks all herbicide usage by location and targeted plant species. The Contractor will only conduct treatments approved by the District.

II. OBJECTIVES

The objectives of this agreement include maintenance control of nuisance vegetation for the purposes of restoration, protection of watersheds, clearing of fence-lines, road and trail maintenance, and to keep invasive species under maintenance control.

III. SCOPE OF WORK

Contractor shall furnish all labor and equipment necessary to complete the work pursuant to a scope of work in an issued Work Order. Terrestrial herbicide application sites may include but are not limited to flatwoods, sandhill, pasture lands, and restoration or forestry site prep areas. Invasive plant management projects are conducted within two regions of the District Conservation Areas (North and South) as determined by the District's Project Manager within the District's 18 counties at any given time (Exhibit 1).

The District shall have the option, depending on weather conditions, growth stage of the target vegetation and other variables, to designate when specific areas are to be treated. The nuisance terrestrial plant species shall be treated in accordance with District guidelines established for each individual site through each Work Order. This work environment and the seclusion/distance of available District personnel requires that the Contractor be self-sufficient and have ready use of equipment required to complete the Work.

All herbicide application shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24(c) (SLN) herbicide labels.

NORTHERN CONSERVATION AREAS INCLUDE:

Black Creek Ravines Conservation Area
Clark Bay Conservation Area
Crescent Lake Conservation Area
Deep Creek Conservation Area
Dunns Creek Conservation Area
Emeralda Marsh Conservation Area
Gourd Island Conservation Area
Heart Island Conservation Area
Hull Swamp Conservation Area
J.P. Hall at Bayard Point Conservation Area
Julington-Durbin Preserve
Lake George Conservation Area
Lake Norris Conservation Area
Lochloosa Wildlife Conservation Area
Longleaf Flatwoods Reserve
Moses Creek Conservation Area
Murphy Creek Conservation Area
Newnans Lake Conservation Area
Ocklawaha Prairie Restoration Area
Orange Creek Restoration Area
Palm Bluff Conservation Area
Pellicer Creek Conservation Area
Rice Creek Conservation Area
Silver Springs Forest Conservation Area
Stokes Landing Conservation Area
Sunnyhill Restoration Area
Thomas Creek Conservation Area
Twelve Mile Swamp Conservation Area

SOUTHERN CONSERVATION AREAS INCLUDE:

Blue Cypress Marsh Conservation Area
Blue Cypress Water Management Area
Buck Lake Conservation Area
Canaveral Marshes Conservation Area
Econlockhatchee Sandhills Conservation Area
Fellsmere Water Management Area
Fort Drum Marsh Conservation Area
Hal Scott Regional Preserve and Park
Lake Apopka North Shore
Lake Jesup Conservation Area
Lake Monroe Conservation Area
Micco Water Management Area
River Lakes Conservation Area
Sand Lakes Conservation Area
Seminole Ranch Conservation Area
Three Forks Marsh Conservation Area
Turnbull Hammock Conservation Area
Wekiva River Buffer Conservation Area

The District reserves the right to add and delete conservation areas (Exhibit 1) and trails to be included in this agreement for services at the discretion of the District Project Manager.

IV. TASK IDENTIFICATION: MATERIALS AND APPLICATION FOR TERRESTRIAL HERBICIDE SERVICES

1. Application shall be performed in such a manner as to protect non-target species, the environment, and the public. For terrestrial vegetation treatments, necessary means shall be taken to reduce spray drift in accordance with District and Florida Emergency Preparedness Association (FEPA) Herbicide use Guidelines, as written on each individual herbicide product label.
2. The District shall provide the spray materials (herbicides and adjuvants) and use rates. Mixing of the materials shall be the responsibility of Contractor at the site. Contractor shall be responsible for rinsing containers according to specified regulations. The Contractor shall dispose of the containers after proper rinsing has been completed by Contractor.
3. Contractor shall have the right to examine the spray materials. The District shall make the final determination on alternative products or use rates suggested by Contractor.
4. Once mobilized, work effort shall continue consecutive workdays until the project is complete. Upon the agreement between the District Project Manager and Contractor, work may be suspended due to inclement weather or other unforeseen need for delay. The District Project Manager shall determine when work can commence after a break if necessary.
5. For application of organo-auxin herbicides and plant growth regulators (general or restricted use) to a land or surface area greater than five cumulative acres with a 24-hour period, an Organo-Auxin form (Exhibit 2) is required. For a land or surface area less than five cumulative acres within a 24-hour period, only wind speed and direction readings are required.
6. Upon completion of the treatments, Contractor must provide the data on the daily application records on the Contract Reporting Form (Exhibit 3, Contractor Reporting Form), provided by the District. A copy of the report shall be submitted with each invoice.
7. Contractor shall submit, upon request, a brief decontamination plan in writing to the Project Manager for approval before any work is begun.
8. Contractor shall assume full responsibility for systematically treating the areas designated by the District's Project Manager. Areas not treated or not responding to treatment may be required to be retreated at the Contractor's sole expense if it is determined that the Contractor provided faulty treatment measures.
9. For Terrestrial applications, if 95% control is not achieved for any area of the project two months following completion of the initial treatment, one additional thorough retreatment of the area will be required and will be the responsibility of the Contractor at no cost to the District. Control is defined as treatment effective in preventing re-sprout.

CONTRACTOR RESPONSIBILITIES:

- Contractor shall be responsible for the repair, restoration, or replacement of any native and/or non-target species vegetation or property damaged as a result of any activity by the Contractor, at no cost to the District and to the satisfaction of the District.
- Contractor shall provide one person (field supervisor) assigned as the main point of contact, at least one for each region, for the duration of the contract to ensure maximized application time and reduced training time.

- Contractor shall ensure that crews have access to all appropriate labels and Material Safety Data Sheets (MSDS') while transporting, mixing, or applying herbicides.
- Contractor shall have at each work site, a properly functioning wind meter and comply with all pertinent regulations, including but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS).
- Contractor shall provide one supervisor licensed with FDACS in the natural areas category for each accepted Work Order and shall remain on-site, each day that work is performed for the duration of the Work Order.
- Contractor shall adhere to all federal, state and local regulations governing the application, transportation, storage, use and disposal of products utilized in the performance of this contract. These regulations include, at a minimum, Federal Insecticide, Fungicide and Rodenticide Act (F.I.F.R.A.), Code of Federal Regulations (CFR) 1920, Occupational Safety and Health Administration (OSHA) General Industry Standards, and Chapter 487, Florida Statutes.
- Herbicide and adjuvants shall be handled and applied by Contractor according to the most current manufacturer's label instruction.
- Contractor shall clean all equipment prior to arrival at the worksite of all biological material. If equipment arrives at the site and is not properly sanitized it shall be denied access. If sites have a variety of infestations, the Contractor may be required to clean equipment prior to continuing work. A general reference can be found in the U.S, Dept of Interior, Bureau of Reclamation, Denver, Colorado, Technical Memorandum No. 86-68220-07-05, Inspection and Cleaning Manual for Equipment and Vehicles to prevent the spread of Invasive Species, May 2020 (<https://invasivespecies.wa.gov/wpcontent/uploads/2019/08/InvsvsPreventProtocol.pdf>). All tracks, tires, trailers, truck beds and radiators will be free of biological material. In addition to equipment, attire including shoes and boots should be free of seeds.
- Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks. If a Contractor observes endangered species, it shall be immediately reported to the Project Manager. Contractors shall be familiar with rules, laws and guidelines that restrict activities around endangered wildlife.
- Contractor shall be responsible for understanding Work Order objectives and the District Project Manager instructions and shall request clarification or additional information when the intent of the Work Order or, specific instructions are unclear, or any other issues or concerns related to the project.
- Contractor shall plan and implement treatments using a systematic, efficient approach. Vegetation management activities shall be executed in a methodical, ordered manner, so that efficient, complete, and safe outcomes are achieved with minimal disturbance to natural resources.
- It is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the Work Order. Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. District staff may provide quality assurance feedback that is gathered by a variety of means including site visits, aerial observation (drone or helicopter) and cameras.
- Contractor shall be responsible for technical aptitude of its personnel including but not limited to, staff coordination, adherence to cost and time schedules, herbicide use patterns, invasive exotic and

native plant identification and other required licensures and training.

- Contractor shall remain abreast of alternative and emerging technologies and make recommendations for implementation of technologies that reduce the environmental footprint of herbicide applications.
- Contractor shall be responsible for protecting the environment and the public from herbicide misuse. Impacts such as (including but not limited to) fines, damages, and fish kills due to the misuse shall be the Contractors responsibility for resolution.

DISTRICT RESPONSIBILITIES:

- District shall issue Work Order authorization to the Contractor prior to commencement of any work.
- District shall provide information regarding target organism(s), any local knowledge or other restrictions that may be applicable to the specific project location.
- Prior to application, District Project Manager shall provide Contractor with the location of treatment, approximate acreage, amount of spray material and use rates(s). District shall make the final determination on alternative products or use rates suggested by the Contractor. District shall provide all herbicides and adjuvants.
- District Project Manager will work closely with the Contractor to schedule the timing of the project due to weather conditions.
- District reserves the right to require the Contractor to replace any personnel or equipment used in the performance of this contract, if said personnel and/or equipment are operating in violation of any State or Federal laws or pose a threat to the safety and welfare of District personnel or property, the Contractor's personnel and property, or to the public.

V. TIMEFRAMES & DELIVERABLES

A work schedule will be provided in each Work Order Request for each project. Work shall commence within 14 days of receipt of a District issued Work Order and be completed within 30 days from the project initiation, unless otherwise stated. If accepting multiple concurrent Work Orders, the Contractor must be capable of completing each within respective timeframe. The District Project Manager shall inspect work by task identified above.

VI. BUDGET/PAYMENTSCHEDULE

Award for each project will be made to the firm with the lowest quote, with the District reserving the right to reject all quotes. Award will be made through the issuance of a District Work Order based on the costs submitted in that firm's quote response, either using an hourly format (Type 1 work order) or using a fixed price format (Type 2 work order). Unless otherwise stipulated in the Work Order, invoicing and payment will be accomplished pursuant to the terms and conditions included in the Agreement.

- Fixed Price Work Orders: Fixed pricing is a flat rate to be paid out for the entire work order including all equipment, staff, tools and administrative costs. This price should not include any herbicide and adjuvant costs as these will be provided by the District. No additional expenses above the quoted price will be paid for fixed price work orders.
- Hourly rate work orders: Under this pricing structure the Contractor will charge two all-inclusive hourly rates for licensed applicator and non-licensed applicator. However, this price should not include any herbicide and adjuvant costs as these will be provided by the District.

FDACS Licensed Natural Areas Terrestrial Applicator: \$TBD (hourly rate)

Non-licensed Natural Areas Terrestrial Applicator: \$TBD (hourly rate)

VII. EQUIPMENT SPECIFICATIONS

Respondent shall be able to provide at a minimum: water source for mixing herbicides, a minimum of two four-wheel drive (4wd) vehicles, four backpack sprayers, two all-terrain vehicles (ATVs) and two ATV capable electric spray tanks (minimum of 10 gallons), and four machetes to provide the required services.

Contractor(s) for terrestrial herbicide application shall record treatment locations via GPS track logs and treatment points as determined necessary by the District Project Manager and shall submit the data in a shapefile format with any progress reports.

Equipment shall be mechanically sound and operate safely. Equipment may be verified by the District via photographs submitted with the proposal and/or site visit.

VIII. PROJECT MANAGEMENT

Taylor Clark, Invasive Plant Management Coordinator (North Region)
(386) 983-2880
tclark@sjrwmd.com

Randy Snyder, Invasive Plant Program Supervisor (South Region)
(321) 409-2168
rsnyder@sjrwmd.com

Attachments:

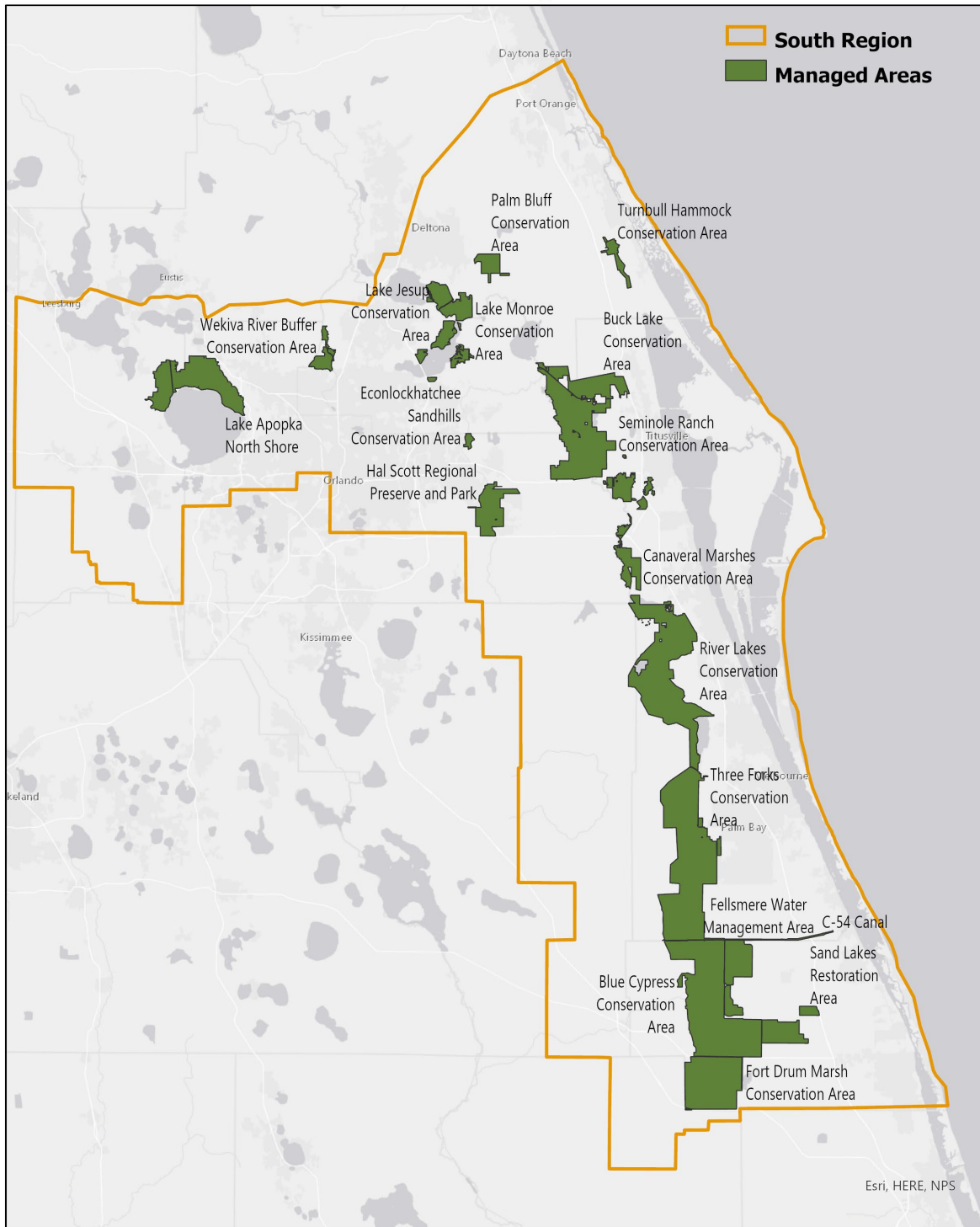
Exhibit 1 – Maps

Exhibit 2 – Organo-Auxin

Exhibit 3 – Contracting Reporting Form

EXHIBIT 1: MAPS

St. Johns River Water Management District Southern Managed Areas



St. Johns River Water Management District Northern Managed Areas

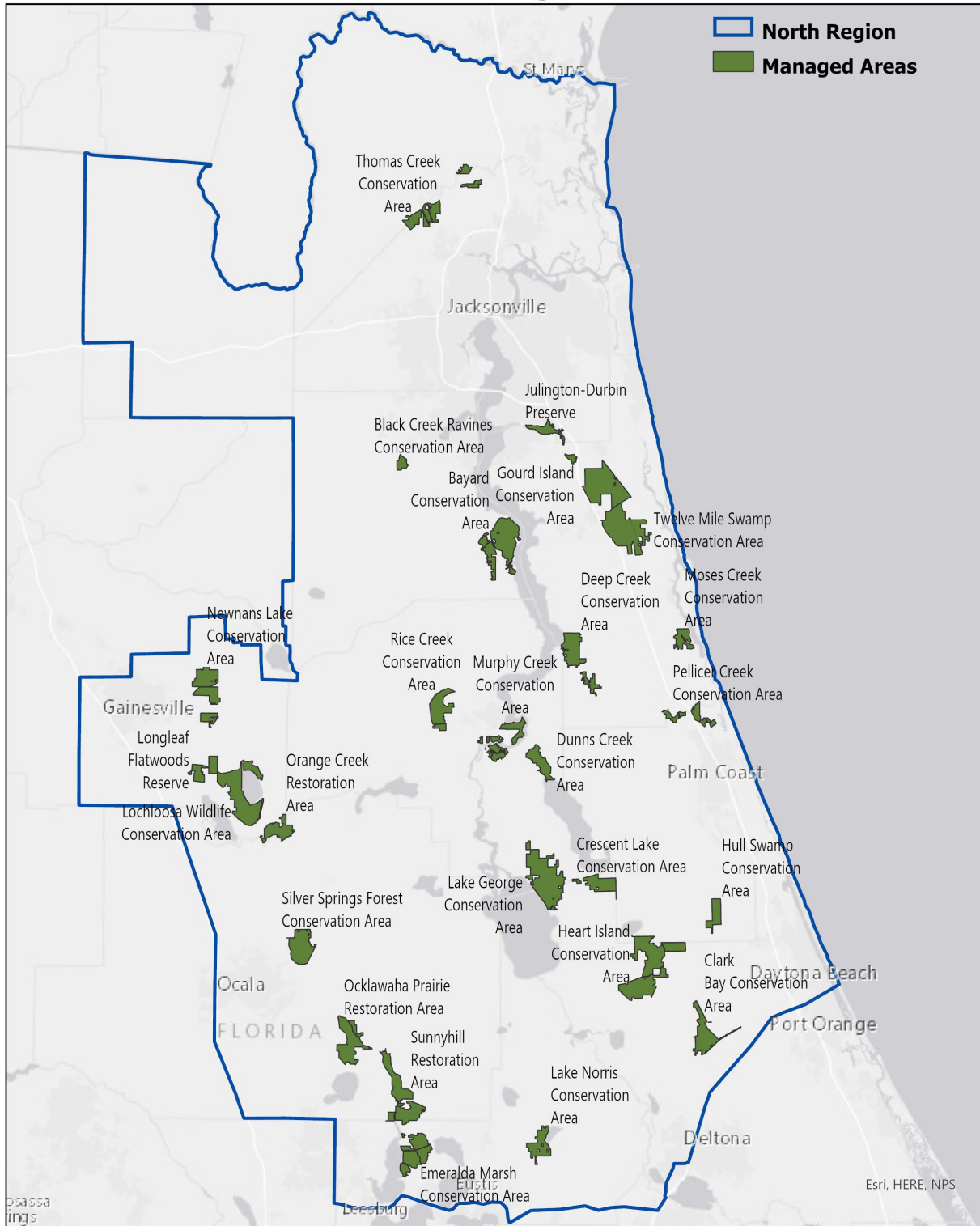


EXHIBIT 2: ORGANO-AUXIN FORM
(Starts on the following page.)



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

**SUGGESTED PESTICIDE RECORDKEEPING FORM
FOR ORGANO-AUXIN HERBICIDES**

Section 487.051(1)(b), F.S.
Telephone Number (850) 617-7996

This is a suggested format for recording the information required for application of organo-auxin herbicides and plant growth regulators (general or restricted use) to a land or surface area greater than 5 cumulative acres with a 24-hour period. For a land or surface area less than 5 cumulative acres within a 24-hour period, only wind speed and direction readings are required.

Date _____ Time Began _____ Time Ended _____

Licensed Applicator _____ License No. _____

Person making application (if not licensed) _____

Property owner or person authorizing treatment _____

Location of treatment area: County _____ Field _____

Site Address _____

Location of mixing/loading site _____

Crop or site treated _____ Acres treated _____

Brand name of product applied _____

Amount of product applied per acre _____ Active Ingredient per acre _____

Nozzle type _____


Gallons per minute _____ Angle of spray (if applicable) _____

WIND SPEED AND DIRECTION - Record hourly during application

Wind Speed (3 readings within 5 minutes)

Time	1	2	3	4	Average	Wind Direction
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

EXHIBIT 3: CONTRACTOR REPORTING FORM

	Aquatic Plant Control Report of Operations										
PROPERTY NAME:						WO #:					
CONTRACTOR:						CONTRACT #:					
VEGETATION:						DATE:					
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL HRS	RATE	\$ TOTAL			
CREW:								\$			
								\$			
TIME:								\$			
								\$			
								\$			
HERBICIDE/ADJUVANT	GALLONS/POUNDS USED					TOTAL					
ACRES CONTROLLED:											
HERBICIDE DILUENTS & CONCENTRATION (RATE PER ACRE)											
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY						
DAILY ACTIVITIES/WINDSPEED:											
COMMENTS, EXPLANATIONS, ETC.:						SUMMARY OF COSTS					
						CONTRACTUAL SERVICES:				\$	
HERBICIDE AMOUNTS RETURNED (GALLONS/POUNDS):											
SUBMITTED:			APPROVED:			GRAND TOTAL: \$					

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include:

(1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with 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 the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Pollution/Environmental Impairment Liability Coverage**
 - (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
 - (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (Sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Taylor Clark, Project Manager or Randy Synder, Project Manager

CONTRACT NUMBER: 39295

CONTRACT TITLE: Terrestrial Herbicide Application Services – 2nd Call

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

Taylor Clark, District Project Manager

Acknowledged: _____ Date: _____

LaDonna Johnson, District Procurement Specialist

c: Contract file
Financial Services

**ATTACHMENT D — WORK ORDER (Sample)
WORK ORDER AUTHORIZATION**

Date: _____

Contract Number: _____

Contract Name: _____

Work Order No.: _____

Project Name: _____

Encumbrance Number: _____

Amount: _____

To:

Project Manager: _____

Work Order Manager: _____

Phone: _____

Work Order Manager Phone: _____

Email: _____

Work Order Manger Email: _____

Description of Work: All work shall be accomplished in accordance with Attachment 1 – Statement of Work.

Invoices: Invoices should be submitted to the District via email to acctpay@sjrwmd.com and shall reference the contract number, work order, and encumbrance number including any other supporting information or documentation required.

Commencement Date: Work is authorized to proceed on the date this Work Order is executed by the District and Contractor is notified by the District Project Manager. Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order. Payment will not be made until this Work Order has been signed by Contractor and received by the District.

Completion Date: All work pursuant to this Work Order shall be completed by (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 2024. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a ten percent penalty if submitted later than October 30, 2024.

District

Date

Acceptance of terms and conditions:

Contractor

Date

ATTACHMENT E - WORK ORDER REQUEST (Sample)

Project Name: Emeraldal Marsh Conservation Area Invasive Plant Management

Location: 35615 N Treasure Island Ave, Leesburg, FL 34788
36900 Emeraldal Island Rd, Leesburg, FL 34788

Project Manager: Taylor Clark (386)- 983-2880 tclark@sjrwmd.com

Description of Work to be Completed:

Perform search and destroy terrestrial application of herbicides for invasive plant species control within approximately 79 acres within the designated treatment areas of Emeraldal Marsh Conservation Area (See Figure 1). Area has recently been mulch mowed.

The following invasive plant species have been identified on site and are the target species for eradication:

- Multiflora Rose, primary species, roughly 40% cover
- Cogon Grass
- Tallow Trees
- Camphor Trees

Treatment rates will be specific to the species of plant that is being treated and will be determined by the Project Manager (PM). Contractor must provide GPS tracklogs to show thorough coverage of the treatment area. Contractor must provide a weekly reporting form to the Project Manager (See Figure 2). Monthly invoices will be submitted after the review for accuracy and approval of reports by the Project Manager. Care should be taken to avoid all non-target species impacts and any incidences of overspray.

The District will supply herbicides, surfactants, and rates of application. These may include but are not limited to: Imazapyr, 2-4D, Glyphosate, Imazamox, and Triclopyr.

Timeframe:

Work shall begin within 14 days of notification from Project Manager, and the project shall continue until completion. If a team cannot be mobilized within 14 days of notification, the next bidder will be awarded the contract. Total cost shall not exceed \$xxxxx and should be completed by August 1, 2024. Contractor can bill the District monthly as the work is performed.

Equipment Requirements:

Four-wheel drive vehicles, ATV's, UTV's, machetes, backpack sprayers, manual or electric transfer pump for herbicide allocations. Some sections of the invasion are too large for backpack spraying work and will require an ATV/UTV spray unit.

**Figure 1: Emeralda Marsh Conservation Area
Area 4 Treatment Areas (Sample)**

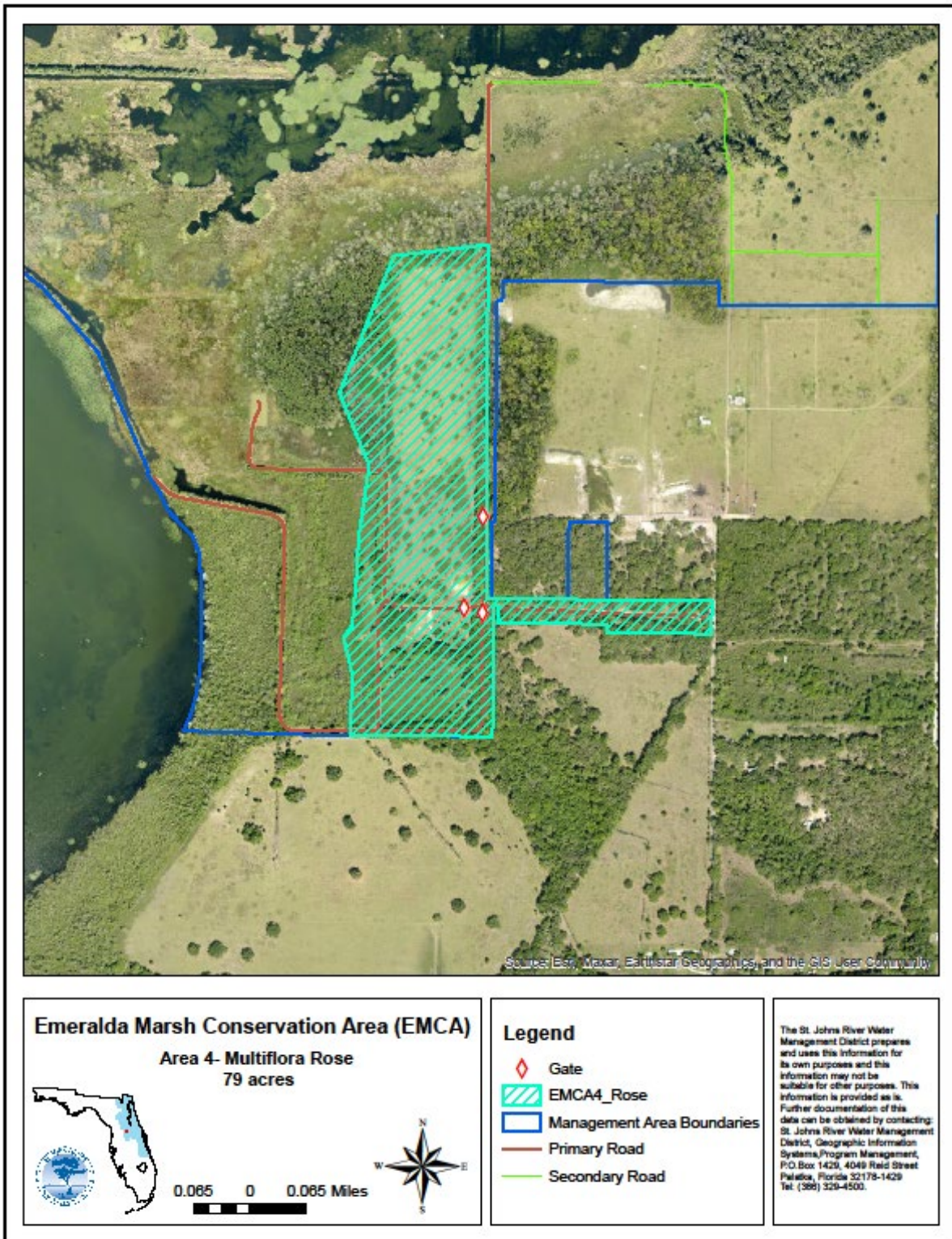



Figure 2: Weekly Contractor Reporting Form (Sample)

 Aquatic Plant Control Report of Operations									
PROPERTY NAME:						WO #:			
CONTRACTOR:						CONTRACT #:			
VEGETATION:						DATE:			
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL HRS	RATE	\$ TOTAL	
CREW:								\$	
TIME:								\$	
								\$	
								\$	
HERBICIDE/ADJUVANT	GALLONS/POUNDS USED					TOTAL			
ACRES CONTROLLED:									
HERBICIDE DILUENTS & CONCENTRATION (RATE PER ACRE)									
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY				
DAILY ACTIVITIES/WINDSPEED:									
COMMENTS, EXPLANATIONS, ETC.:						SUMMARY OF COSTS			
						CONTRACTUAL SERVICES:		\$	
HERBICIDE AMOUNTS RETURNED (GALLONS/POUNDS):									
SUBMITTED:			APPROVED:			GRAND TOTAL: \$			