

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION**

The St. Johns River Water Management District (the "District") is seeking bids ("Submittals") from qualified, experienced Contractors for the Burrell Dam Rehabilitation project located on Haines Creek. The District intends to award a contract to one Contractor capable of delivering the services outlined in this solicitation.

A bid bond in the amount of five percent (5%) of the total base bid amount, must accompany Respondent's Submittal.

Contractor shall begin the Work (defined herein) within 15 days of the Agreement effective date. The Effective Date is the date upon which the last party to the Agreement has dated and executed the same.

Interested, qualified Respondents are invited to submit a complete bid package in accordance with the requirements and specifications detailed in this solicitation. Submittals must address all elements of the Scope of Services and comply with the terms and conditions set forth herein.

Further information is available through DemandStar at demandstar.com, Vendor Registry at vendorregistry.com, Central Bidding at centralbidding.com, the state of Florida's MyFloridaMarketPlace (MFMP) at myfloridamarketplace.com, or the District's website at sjrwmd.com. Solicitation packages may be obtained from the above portals. Vendors may also request the solicitation package directly from the District.

For all requests or questions relating to this solicitation, please contact:

Kendall Siemiatkoski, Contracts Manager

Phone: 386-312-2324 or E-Mail: ksiemiat@sjrwmd.com

BID DUE DATE

10:00 a.m. Wednesday, December 17, 2025

LAST DAY FOR QUESTIONS – December 8, 2025; 5:00PM

On site **Non-mandatory** PRE-BID MEETING - November 19, 2025: 10:00 AM

It is the responsibility of Respondents who receive this Solicitation from sources other than the portals identified above or St. Johns River Water Management District to contact the District's Procurement staff prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. If you fail to submit a complete and accurate document, the District may deem the offer non-responsive and reject your Submittal.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer:

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

RESPONDENT NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

PRIMARY E-MAIL ADDRESS (required) _____

SECONDARY E-MAIL ADDRESS (required) _____

TELEPHONE: (____) _____ YEAR COMPANY WAS ESTABLISHED _____

NAME/TITLE OF PERSON SUBMITTING BID: _____

SIGNATURE OF PERSON SUBMITTING BID: _____

This document must be completed and returned with your Submittal

**INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION**

SUBMITTAL ACKNOWLEDGMENT FORM

The undersigned, on behalf of the Respondent, hereby certifies and declares the following:

Authority to Bind: The individual signing this form is authorized to represent and legally bind the Respondent to the terms and conditions of the Invitation for Bids and the Submittal.

Commitment to Contract: If selected, the Respondent agrees to enter into an Agreement with the District based on the terms set forth in the solicitation documents, including the draft Agreement, Instructions to Respondents, all exhibits and attachments, addenda, certifications, affidavits, and the Submittal. The Respondent further agrees to provide all required goods and services in accordance with the stated timeline and to submit proof of the required insurance coverage.

Conflict of Interest: Except as disclosed in any attached addendum, no officer, employee, or agent of the District has any direct or indirect interest in the Respondent’s business or in any agreement that may result from this Submittal. The Respondent affirms that no such interest will exist throughout the term of any awarded Agreement.

Disclosure of Interested Parties: All individuals or entities with a significant interest in this solicitation, whether as principals or key participants in performing the Work, are listed in the form entitled Respondent’s Certificate as to the Entity’s Authority to do Business in Florida. No other party holds any interest in this solicitation or in any resulting Agreement.

Due Diligence: The Respondent affirms that it has reviewed and understands the attached draft Agreement and all related documents, including the specifications, addenda, and conditions related to this solicitation. The Respondent acknowledges receipt of all issued addenda and confirms it is fully informed regarding the Work to be performed.

Fair Solicitation Submission: This Submittal is made independently, without collusion, connection, or agreement with any other person, company, or organization submitting on this solicitation. It is made in good faith and without any attempt to defraud.

By signing this form, I acknowledge I have read and understand, and my firm complies with all conditions and requirements set forth herein.

RESPONDENT NAME

AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME

TITLE

This document must be completed and returned with your Submittal

INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION

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(NOTE! Additional documents not included in this section may be required)

BID SETS & SPECS (Separate Exhibits will be provided by district upon receipt of signed Non-Disclosure Agreement from Respondent)

EXHIBIT 1 - Burrell Dam As-Built Drawings dated 01/11/1977 prepared by Greiner Engineering Sciences, Inc.

EXHIBIT 2 - Burrell Dam Rehabilitation Civil/Structural Bid Drawings and Specifications dated 09/29/2025 prepared by SJRWMD

EXHIBIT 3 - Burrell Dam Rehabilitation Electrical Bid Drawings and Specifications dated 05/19/2025 prepared by Black & Veatch

EXHIBIT 4 - Florida Department of Environmental Protection General Permit No. 0462914-001

EXHIBIT 5 - U.S. Army Corps of Engineers Nationwide Permit (Anticipated to be issued prior to start of construction)

PART 2 – Submittal Guidance & General Information	Pages 15-21
PART 3 – Draft Agreement	Pages 22-61

INVITATION FOR BIDS (IFB) 41684 BURRELL DAM REHABILITATION

PART 1 – SCOPE OF SERVICES

The St. Johns River Water Management District (the “District”) seeks a qualified Contractor, possessing a current and active General Contractor’s license, for work on the Burrell Dam Rehabilitation project on Haines Creek. Respondent must have a minimum of five (5) years of relevant experience, as described in this solicitation, with demonstrated project history, including descriptions and durations.

Respondent is required to have successfully completed a minimum of one (1) of each of the following similar project types listed hereto, within the last 10 years. (1) Concrete and Steel; (2) Civil Works; (3) Electrical, instrumentation and controls. Work listed for each similar project type must be from a different project, the same project cannot be listed more than once. The criteria for each project type is included in this solicitation under *Similar Project Criteria*.

All personnel, Subcontractors (defined herein), and agents assigned to the project must be properly trained and meet or exceed the specified qualifications. Respondents must submit a list of key individuals performing work, along with documentation of their experience, training, certifications, and licenses. Contractors must also comply with all applicable laws and provide proof of all required federal, state, and local licenses with their Submittal. If Respondent is doing business as a corporation, partnership, limited liability company or any business entity other than a sole proprietorship, the Respondent must be qualified by a properly licensed individual General Contractor, and the Respondent’s name must appear on the qualifying General Contractor’s license. All Subcontractors must be licensed in the area for which they perform work.

Respondent is limited to utilizing Subcontractors for **no more than 40% of the work** on the entire project. The remaining balance of the work on the project must be performed by Respondent’s own forces.

1.1 Introduction/Background

The St. Johns River Water Management District maintains the Burrell Dam located on Haines Creek, 900 feet upstream of State Road 44, between Lake Eustis and Lake Griffin, at approximate GPS coordinates of latitude 28°52'17.33"N, longitude 81°46'59.98"W. This location is about 2.3 miles downstream of Lake Eustis and 4.2 miles upstream of Lake Griffin. The drainage area is 648 square miles.

Burrell Dam is an earth fill dam approximately 500 feet long and 12 feet high with a reinforced concrete outlet structure that is approximately 92-ft. wide x 94-ft. long. The structure consists of an intake forebay which discharges into an eight-cell concrete box culvert. The six inside culvert cells are 8-ft wide x 8.5 feet high and the two outside cells are 8-ft. wide x 6-ft. high. The forebay contains four 14-ft. wide x 4-ft. high overflow weir gates that are adjustable between elevation 60.0 to 64.0 feet NGVD. There are two 14-ft. wide x 5-ft. high vertical lift slide gates located on each side of the forebay. The invert for the two slide gates is 56.0 feet NGVD.

The original Burrell Dam was built by Lake County in 1956 and turned over to Southwest Florida Water Management District (SWFWMD) in 1964. A replacement dam was constructed in 1977 and has been owned and operated by the St. Johns River Water Management District (District) ever since. This structure was designed to pass 2,350 cubic feet per second (cfs) with a headwater stage of 64.0 feet, NGVD. The structure is operated to maintain a desirable stage between 62.0-63.5 feet NGVD in Lake Eustis. Lakes Eustis, Harris, Dora, Carlton, and Beauclair are interconnected and are affected by the operation of Burrell Dam. Burrell Dam discharges can be affected by backwater from Lake Griffin.

1.2 Objectives

The objective of this project is to repair the damaged and aging concrete, repair and paint the steel components, repair six gates and replace seals, install new fencing, and miscellaneous site work. This work is necessary to ensure the operational readiness of Burrell Dam.

1.3 Scope of Work

Contractor shall provide all materials, labor, and equipment necessary for the rehabilitation of the Burrell Dam as described in this statement of work and as detailed in the contract drawings, specifications, and exhibits as provided (the “Work”). Generally, the scope shall include installing temporary cofferdams and dewatering, joint (District and Contractor) inspection of the structure to determine the extent of repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation, repair and coating of structural steel and miscellaneous metals, repair six gates and replace seals, new fencing, new warning signs, placement and repair

of riprap, and construction of a new control building with installation of existing control panels, new conduits, and new wiring. A new generator and propane tank will be installed by the Contractor for the new control building.

District Responsibilities:

1. Provide Contractor with access to the site with a temporary lock combination. Coordinate with Contractor on access restrictions or limitations.
2. Review pre-construction submittals within 15 business days of receipt of documents.
3. Maintain the upstream water levels during construction with discharge routed through the Harris Bayou Structure.
4. Coordinate reinstallation of all SCADA equipment associated with dam operations.
5. Attend pre-construction meeting and oversee all aspects of the construction.

Contractor Responsibilities:

1. Schedule a pre-construction meeting with District staff and submit a construction schedule at least 5 days before the meeting. Contractor shall include a reasonable amount of rain delays in the construction schedule and ensure adequate personnel and equipment are available to comply with the timeframes stated herein.
2. Following the pre-construction meeting, prepare and submit work plan and safety plan.
3. Close all construction and storage areas to the public and provide all safety and traffic control necessary for completing the project. Public access across the structure is prohibited. This includes supplying and maintaining barricades, fencing, temporary gates, debris screens, signage, and securing equipment and lay-down areas.
4. If necessary, Contractor shall coordinate with District staff to allow authorized vehicular access across the structure throughout most of the project duration. Notice shall be given by Contractor at least 48 hours in advance for any temporary closures and will be subject to approval by the District.
5. Contractor shall comply with the conditions contained in the following permits, which were obtained by the District: FDEP General Permit and U.S. Army Corp of Engineers (USACE) 404 Authorization and providing a manatee observer.
6. Contractor shall obtain any and all required permits not obtained by the District (NPDES, local government building permits and approvals, temporary power, etc.) for the construction of the project.
7. Contractor shall be responsible for supply of electric power and water needed to complete the Work.
8. Provide construction submittals to the District in a timely manner.

1.4 Task Identification/Equipment Specifications

Contractor shall provide all material, labor, and equipment required to complete the following tasks:

1. Mobilization

Mobilize all labor, equipment, and materials to the site. Establish on-site office and material staging areas.

2. Payment and Performance Bonds

A payment and performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be sent to the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the District and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat. The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.

3. Site Prep/Protection and Utility Coordination

Contractor shall locate all utilities, including private lines, prior to digging, trenching, or excavation. Contractor shall protect all utilities, existing structures, roads, benchmarks, monuments, and other improvements from damage whether or not shown on the drawings. Replacement cost for all damaged or disturbed items shall be borne by Contractor. Provide and maintain all safety, signage, fencing, and traffic control necessary.

4. Manatee Observer and Wildlife Trapper

Contractor shall review all manatee related permit conditions with all onsite project personnel and comply with all conditions. Contractor shall employ a manatee observer onsite during all in-water activities.

Contractor shall be responsible for contacting the District and the local Fish and Wildlife Conservation Commission (FWC) should any problem with nuisance animals arise. Contractor shall provide the services of an wildlife trapper certified by FWC when any laborers enter the water.

5. Erosion and Sediment Control

Supply, install, and maintain all erosion and sediment control and dust control measures, and conduct all construction operations in a manner that does not cause violations of state water quality standards. Provide all temporary erosion and sediment control measures (silt fence, turbidity barrier, temporary stabilization, etc.) as required for compliance with Federal, State, and local laws, rules, and regulations and as shown on the Exhibits.

6. Temporary Cofferdams

Contractor shall design and install the upstream and downstream cofferdams. The design shall be in accordance with applicable regulations and industry best practices to ensure worker safety and structural integrity and signed and sealed by a Florida licensed Professional Engineer. Upon completion of construction, Contractor shall remove the cofferdams.

For purposes of the USACE and FDEP permit application, the cofferdams are depicted as a sheet pile type. Alternative types of cofferdams will be considered subject to District approval, provided that the environmental impacts are equal to or less than shown and that all permit requirements are satisfied.

Contractor shall monitor the water levels throughout the duration of the project and report to and coordinate with the District in the event water levels or anticipated weather events create alarm or rise to levels of concern. In the event that overtopping of the cofferdam is imminent, Contractor shall pump water into the work area to prevent scour at the base of the cofferdam.

7. Pumping/Dewatering

Provide the pumping means to remove water from the Work area as necessary for completion of the Work.

8. Remove and Store Manatee Screens

Remove the existing manatee screens from the dam forebay structure and store onsite for later reinstallation. Note: Due to the presence of overhead electrical lines, Contractor may need to de-energize the lines prior to removing the screens. If de-energized, Work shall be coordinated closely with the District flood control engineer, Matt Forhan. Power shall be restored promptly after the screens have been removed.

9. Remove and Store Electrical and Operations Control Panels

Disconnect power. Remove and store electrical and operations control panels from the existing control shed and outside panel at the dam structure. Save for later reinstallation. It should be noted that the overhead powerlines will need to stay energized throughout the project.

10. Remove all Electrical Components

Remove all existing electrical conduits and wiring running from the control shed to the dam gates including all electrical outlets located on the dam structure.

11. Remove Control Shed and Foundation

Remove and dispose of the wood frame control shed and foundation blocks.

12. Remove Forebay Handrails

Remove and dispose of downstream handrails located at the dam forebay structure.

13. Remove Floating Safety Barriers and Support System

Remove and dispose of upstream and downstream floating safety barriers including concrete center posts and dam warning signs.

14. Removal of Sediment and Debris

Remove and dispose of all sediment and debris from the structure work area, as well as the upstream and downstream channels within the confines of the cofferdams to an offsite location. Disposal methods and location shall be in accordance with all applicable local, state, and federal regulations and requirements.

15. Remove Gates, Gate Frames, and Operators

Remove the dam weir and slide gates and all weir and gate framing/guides. Pressure wash all structural steel, gates, and gate operators. After pressure washing, the District Engineer, Bob Naleway, and/or delegates and Contractor shall perform a joint inspection to determine the full extent and scope of the repair work to each gate. Repair costs to be negotiated upon understanding of all repair work. Remove and replace all neoprene gate seals and bolts as specified on the drawings prior to reinstallation.

16. Replace Gate Operators

Replace all gear boxes, pedestals, linkages and other associated components related to gate operators. Install new gear boxes, pedestals, linkages and other associated components. If required, paint the pedestals and linkages the same color as the actuators.

17. Refurbish Gate Actuators

Refurbish six (6) L-120 actuators to include sandblasting the actuator, disassembly of the unit, thorough cleaning, detailed inspection of all components, reconditioning the motors with all new bearings, seals and leads and testing prior to installation. Reassemble and reinstall with all new gaskets, seals, lubricants, hardware and paint. This Task includes functional testing and detailed documentation in VALVEKEEP software. Replacement parts will be quoted separately (if required). Work shall include a 1-year warranty.

18. Concrete – Hydro-demolition of Eroded Surfaces

Remove deteriorated concrete by high pressure hydro-blasting or other District approved method to achieve a sound concrete surface. The areas to be hydro blasted are shown on the Exhibits (noted as areas requiring TAMMS structural mortar) to a depth of approximately 1/2 to 1 inch. The final extent of the hydro-demolition will be determined and approved by the District Engineer, Bob Naleway, during construction as required by the existing conditions encountered. Contractor shall prepare the concrete surface as specified prior to application of the concrete repair products.

Contractor shall arrange for, and provide, the services of the repair product manufacturer's technical representative for this meeting to review and discuss the repair scope of work, techniques, and procedures.

19. Concrete – Pressure Washing Surfaces

Pressure wash all remaining concrete surfaces where hydro-demolition is not required. Generally, the areas to be pressure washed will depend upon the final extent of the hydro-demolition area as determined by the existing conditions encountered. Include power washing of embedded steel in this item.

20. Concrete – Isolated Patching (if required)

Identify and patch any isolated spalls with the specified repair products and provide moist curing as specified. Confirm areas to be patched with District Engineer prior to commencing repair work.

21. Concrete – Rebar Repair (if required)

Prepare the surface of exposed rebar and/or splice additional rebar as needed prior to patching. Confirm areas to be repaired with District Engineer, Bob Naleway, prior to commencing repair work.

22. Concrete – Crack Repair (if required)

Identify and repair cracks with the specified repair products and provide moist curing as specified. Confirm areas to be repaired with District Engineer, Bob Naleway, prior to commencing repair work.
23. Concrete – Sawcutting

Prior to applying repair mortar, cut concrete along the top of the eroded concrete surface areas to allow for a smooth transition with the adjoining surface.
24. Concrete – Eroded Surface Repair

Apply the specified repair products to all areas where concrete surface is eroded including isolated spalls and areas where hydro-demolition occurred. Provide moist curing as specified.
25. Concrete – Testing Services

Contractor shall retain the services of an independent testing laboratory, approved by the District, for the sampling and testing of the repair mortar. The testing requirements shall be as specified on the drawings. Test reports shall be signed and sealed by a Florida licensed professional engineer and submitted to the District.
26. Concrete – Surface Coating

Upon completion of all concrete repair work, apply the concrete surface coating to all exposed concrete surfaces as indicated on the drawings. Provide moist curing as specified.
27. New Safety Barrier Steel Piles

Supply and install the upstream and downstream safety barrier steel piles.
28. New Floating Safety Barriers

Supply and install the floating safety barriers by attaching to the two new center steel piles and to the four existing shoreline concrete posts. Provide all stainless-steel hardware for attaching to the piles and posts.
29. New Warning Signs

Supply and install the two new warning signs onto the new steel piles as detailed in the drawings. Attach all signs with stainless steel hardware.
30. New Warning Sign Solar Lights

Supply and install solar lights with stainless steel mounting hardware above the upstream and downstream warning signs.
31. New Solar Marine Beacon Lights

Supply and install solar beacons with stainless steel mounting hardware atop the upstream and downstream warning signs.
32. Sand Backfill and Compaction (if required)

Supply, install, and compact clean sand backfill as specified and directed by District to fill any scour areas.
33. Riprap – Geotextile (if required)

Supply and install geotextile under new riprap. Work under this item shall include access to the required placement areas.
34. Riprap – FDOT Bedding Stone (if required)

Supply and install bedding stone as required for the riprap installation. Work under this item shall include access to the required placement areas.
35. Riprap – FDOT Ditch Lining (if required)

Supply and install additional riprap erosion protection to the existing riprap areas as directed by the District. Work under this item shall include access to the required placement areas.

36. Riprap – FDOT Bank and Shore (if required)

Supply and install additional riprap erosion protection to the existing riprap areas as directed by the District. Work under this item shall include access to the required placement areas.

37. FDOT No. 4 Aggregate

Supply and install aggregate behind the downstream wing walls as directed by the District.

38. New Precast Control Building Foundation

Excavate and place subgrade material for the new precast control building as specified and detailed on the drawings.

39. New Precast Control Building

Procure and install the precast concrete control building. The precast building is a delegated design, and Contractor is responsible for any required professional engineer's certifications required by the local building authority.

Provide and install lightning protection system as shown in the electrical drawings and specifications by Black & Veatch (Exhibit 3).

40. Install New Electric Panels, Conduits, Wiring, and Outlets

Supply and install these items by a Florida licensed electrical contractor and as specified and detailed on the electrical drawings. Contractor is responsible for procuring an engineering and testing firm, acceptable to the Electrical Engineer, to conduct an Arc Flash Hazard analysis and submit a final report to the District, signed and sealed by a Florida licensed professional engineer.

Contractor shall procure an engineering and testing firm, acceptable to the Electrical Engineer, Black and Veatch, to conduct a Protective Device study and submit a final report to the District, signed and sealed by a Florida licensed professional engineer.

41. Propane Tank and Backup Generator

Supply and install the propane tank, including the concrete pad and anchor bolts. Supply and install the backup generator, including all electrical work and connection to the propane tank.

Propane tank and generator must be connected to the existing remote thermal unit (RTU#3) for remote monitoring as specified on the electrical drawings.

42. Reinstall Manatee Screens

Reinstall the existing manatee screens into the dam forebay structure.

43. Reinstall Dam Gates and Perform Dry and Wet Test Operation

Reinstall the dam weir and slide gates and perform dry test operation of the gates and operators, adjust as needed. Fill the forebay with water and test operation of the gates and operators under normal operating conditions, adjust as needed. After successful testing of the gates, remove the cofferdams.

44. New Aluminum Fencing

Supply and install the aluminum fence as detailed on the drawings. Provide all necessary hardware.

45. As-built Drawings and Survey

Contractor shall maintain a complete set of contract documents, including drawings and specifications at the job site clearly marked to reflect all as-built conditions. Upon completion of the project, Contractor shall submit these annotated drawings and specifications to the District. Contractor shall also submit an as-built site survey signed and sealed by a Florida licensed Professional Land Surveyor. Survey datum shall be NAVD 1988. An electronic (dwg and pdf) file and two hard copies are required.

46. Site Cleanup and Demobilization

Demobilize, clean site, and remove all erosion control measures. Restore final grading to original condition including grass. All erodible ground areas and slopes disturbed during construction shall be revegetated with sod, wetland species, or District approved alternate methods within 72 hours after completion of the construction activity. Contractor shall assume all responsibility for repairs to the utilities and other site

improvements damaged during construction. Additionally, the Work will be considered complete only after all rubbish and unused material due to or connected with the Work has been removed and the premises left in a condition satisfactory to the District. All property disturbed or damaged during prosecution of the Work shall be restored to its former condition or better at no additional expense to the District. Final payment will be withheld until such cleanup is completed and approved by the District.

47. Daily Overflow Impact Fee

This item represents the maximum daily fee that Contractor will be allowed to charge the District (on a daily basis), in the event that water levels overtop the cofferdam. All costs associated with repair to any existing work affected by the cofferdam overflow, as well as work-related delays, must be included in this daily amount. The Total Compensation includes an amount for ten days of Daily Overflow Impact Fees. This is an estimate and will be adjusted according to the actual number of days of overflow incurred. To be an authorized expenditure eligible for payment, the District must authorize the “Daily Impact Fee” either through issuance of a District Supplemental Instruction (DSI) form (for the first ten days of Daily Overflow Impact Fees) or Change Order (for any days after the first ten days of Daily Overflow Impact Fees). Contractor is not entitled to receive any unspent or remaining funds in the Daily Impact Fee item. If at the completion of the Project, fewer than ten days of Daily Impact Fees have been approved by the District, then the remaining amounts allocated in the Schedule of Values for Daily Impact Fees shall be deducted from the Total Compensation.

48. Supplemental Work Allowance

The District has included a SWA in the amount of \$250,000 to cover Contractor activities not included in the Agreement (i.e., unforeseen site conditions or other unforeseen changes to the Work).

Escalation costs are not considered a compensable cost under this allowance. All escalation costs, if any, will be borne by Contractor. SWA Funds can only be released through issuance of a written and fully executed Supplemental Work Allowance Authorization form (Attachment C). Absent a written and fully executed Supplemental Work Allowance Authorization form, Contractor is not entitled to receive SWA funds.

1.5 Time Frames

1. All Work shall be complete, and the site demobilized in accordance with the plans and scope of work before August 31, 2026. Note the Dam structure shall be fully operational with cofferdams removed by June 30, 2026.

1.6 Insurance

Contractor shall maintain, at its sole expense, insurance coverage meeting the requirements of the Agreement (refer to Attachment D), including workers’ compensation in accordance with Chapter 440, Fla. Stat., commercial general liability insurance, and any additional coverage required by the District. Proof of such coverage shall be furnished prior to commencement of work and shall be maintained for the duration of the Agreement.

1.7 Bid Plans and Specs:

The Bid plans and specs (Exhibits to the solicitation) listed below will be available upon written request via email to the District Procurement staff member listed on the first page of this solicitation. The signed Non-Disclosure Agreement (included in this solicitation) must accompany the request.

Exhibit 1 - Burrell Dam As-Built Drawings dated 01/11/1977 prepared by Greiner Engineering Sciences, Inc

Exhibit 2 - Burrell Dam Rehabilitation Civil/Structural Bid Drawings and Specifications dated 09/29/2025 prepared by SJRWMD

Exhibit 3 - Burrell Dam Rehabilitation Electrical Bid Drawings and Specifications dated 05/19/2025 prepared by Black & Veatch

Exhibit 4 - Florida Department of Environmental Protection General Permit No. 0462914-001

Exhibit 5 - U.S. Army Corps of Engineers Nationwide Permit (Anticipated to be issued prior to start of construction)

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NON-DISCLOSURE AGREEMENT

The undersigned is an employee, subconsultant, subcontractor, representative, or agent of _____, a Respondent to St. Johns River Water Management District Invitation for Bid (IFB) No. 41684, *Burrell Dam Rehabilitation Project*. The Respondent intends to submit a bid to perform the work associated with the Burrell Dam Rehabilitation Project. The District possesses certain documents and materials related to this solicitation, as listed below.

1. Burrell Dam As-Built Drawings dated 01/11/1977 prepared by Greiner Engineering Sciences, Inc
2. Burrell Dam Rehabilitation Civil/Structural Bid Drawings and Specifications dated 09/29/2025 prepared by SJRWMD
3. Burrell Dam Rehabilitation Electrical Bid Drawings and Specifications dated 05/19/2025 prepared by Black & Veatch
4. Florida Department of Environmental Protection General Permit No. 0462914-001
5. U.S. Army Corps of Engineers Nationwide Permit (Anticipated to be issued prior to start of construction)

A request for a copy of the above documents and materials may be submitted via email to Kendall Siemiatkoski at ksiemiat@sjrwmd.com.

The undersigned, in his or her capacity as an individual and as an employee, subconsultant, subcontractor, representative or agent of the Respondent seeks to acquire said documents and materials from the District in order to prepare the Respondent's submittal, and signs this Non-Disclosure Agreement as a pre-requisite thereto.

In the course of reviewing the documents and materials, the undersigned will unavoidably come into contact with certain types of information which are protected from disclosure by Florida law. The undersigned acknowledges his/her familiarity with the applicable protections, including but not limited to his/her obligation to comply with the following:

Section 119.0725, Fla. Stat. (2024), which requires all District consultants to protect as confidential the following:

- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of the District;
- Information relating to critical infrastructure;
- Cybersecurity incident information; and
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of:
 - Data or information, whether physical or virtual; or
 - Information technology resources, which include the District's existing or proposed information technology systems.

Section 119.071, Fla. Stat. (2024), which requires all District consultants to protect as confidential the following:

- Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
- Threat assessments conducted by or for the District;
- Threat response plans;
- Emergency evacuation plans;
- Sheltering arrangements; and

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BID FORM

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS		
2	PAYMENT & PERFORMANCE BONDS	1	LS		
3	SITE PREP AND UTILITY COORDINATION	1	LS		
4	MANATEE OBSERVER AND WILDLIFE TRAPPER	1	LS		
5	EROSION AND SEDIMENT CONTROL	1	LS		
6	TEMPORARY COFFERDAMS	1	LS		
7	PUMPING/DEWATERING	1	LS		
8	REMOVE AND STORE MANATEE SCREENS	1	LS		
9	REMOVE AND STORE OPERATIONS CONTROL PANELS	1	LS		
10	REMOVE ALL ELECTRICAL COMPONENTS	1	LS		
11	REMOVE CONTROL SHED AND FOUNDATION	1	LS		
12	REMOVE FOREBAY HANDRAILS	1	LS		
13	REMOVE FLOATING SAFETY BARRIERS AND SUPPORT SYSTEM	1	LS		
14	REMOVAL OF SEDIMENT AND DEBRIS	50	CY		
15	REMOVE GATES, GATE FRAMES AND GATE OPERATORS	6	EA		
16	REPLACE GATE OPERATORS	6	EA		
17	REFURBISH GATE ACTUATORS	6	EA		
18	CONCRETE - HYDRODEMOLITION OF SURFACES	9,600	SF		
19	CONCRETE - PRESSURE WASHING SURFACES	4,900	SF		
20	CONCRETE - ISOLATED PATCHING (IF REQUIRED)	50	CF		
21	CONCRETE - REBAR REPAIR (IF REQUIRED)	50	LF		
22	CONCRETE - CRACK REPAIR (IF REQUIRED)	200	LF		
23	CONCRETE - SAWCUTTING	250	LF		
24	CONCRETE - ERODED SURFACE REPAIR	9,600	SF		
25	CONCRETE - TESTING SERVICES	1	LS		
26	CONCRETE - SURFACE COATING	14,500	SF		
27	NEW SAFETY BARRIER STEEL PILES	80	LF		
28	NEW FLOATING SAFETY BARRIERS	1	LS		
29	NEW WARNING SIGNS	2	EA		
30	NEW WARNING SIGN SOLAR LIGHTS	2	EA		
31	NEW SOLAR MARINE BEACON LIGHTS	2	EA		
32	SAND BACKFILL AND COMPACTION (IF REQUIRED)	60	TON		

**INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION**

BID FORM CONT'D

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
33	RIPRAP - GEOTEXTILE (IF REQUIRED)	360	SY		
34	RIPRAP - FDOT BEDDING STONE (IF REQUIRED)	170	TON		
35	RIPRAP - FDOT DITCH LINING (IF REQUIRED)	80	TON		
36	RIPRAP - FDOT BANK AND SHORE (IF REQUIRED)	260	TON		
37	FDOT NO. 4 AGGREGATE	4	TON		
38	NEW PRECAST CONTROL BUILDING FOUNDATION	1	LS		
39	NEW PRECAST CONTROL BUILDING	1	LS		
40	INSTALL NEW ELECTRIC PANELS, CONDUITS, WIRING, AND OUTLETS	1	LS		
41	PROPANE TANK AND BACKUP GENERATOR	1	LS		
42	REINSTALL MANATEE SCREENS	1	LS		
43	REINSTALL DAM GATES AND PERFORM DRY AND WET TESTS	1	LS		
44	NEW ALUMINUM FENCING	330	LF		
45	AS-BUILT DRAWINGS AND SURVEY	1	LS		
46	SITE CLEANUP AND DEMOBILIZATION	1	LS		
47	DAILY OVERFLOW IMPACT FEE	10	DAYS		
48	SUPPLEMENTAL WORK ALLOWANCE	1	LS		\$250,000
TOTAL BID					\$

PUBLIC RECORDS: Florida Statutes provide that sealed submittals or replies received by the District shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to obtain a copy of their competitors' Submittals until an intended decision is reached or 30 days has elapsed since the time of the Submittal opening.

UNIT PRICES: Unit prices on the Cost Schedule may be used to correct any extensions, and if adjusted, will be identified on the detailed tabulation as corrected. Unit costs will not be changed. If the Respondents fails to include a unit price and only includes the total, the District reserves the right to mathematically calculate the unit cost and enter to establish a price for the agreement and potential additional purchases of affected line items.

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

Name of Respondent Firm

Authorized Representative Signature

Date

Printed Name/Title

This document must be completed and returned with your Submittal

INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION
GENERAL QUALIFICATION QUESTIONNAIRE

Respondent's Company/Firm Name _____

Number of years engaged in business under the present company/firm name. _____

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

Total number of years of company/firm experience performing similar work as described in this Solicitation.

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

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

This document must be completed and returned with your Submittal

INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION
SIMILAR PROJECTS CRITERIA

Respondent must have successfully completed a minimum of three (3) similar projects (“Similar Project(s)”) as described below. In addition to the identification of each Similar Project described below, each Similar Project must comply with the following criteria:

- i. Each Similar Project listed below must have been successfully completed within the past ten (10) years as of the Submittal due date.
- ii. Only where indicated, the Similar Project may have been completed by a Subcontractor named in the Proposed Subcontractor Form.
- iii. For each Similar Project submitted, the Respondent must have held overall responsibility for the construction of the specific components identified for that project and must have self-performed the associated work. A Subcontractor may be listed under Similar Projects 1 and 3 to satisfy this requirement.
- iv. If the Respondent (or, only where indicated, named Subcontractor) was not the prime contractor on the Similar Project, the “total project value” of the Similar Project shall be determined based upon the component of the Similar Project for which the Respondent or Subcontractor was responsible.
- v. Each of the three (3) Similar Projects must be different projects; a project may not be listed more than once as a Similar Project.

Similar Projects 1 – Concrete and Steel: One Similar Project focused on repair and rehabilitation work on existing concrete and structural steel elements associated with dams, water control structures, locks, or bridges. The total value of the repair and rehabilitation portion of the work of the Similar Project should cost no less than \$500,000. This Similar Project should showcase the Respondent’s expertise in concrete and steel repair, as well as its ability to address unique challenges associated with these structures. This work may have been performed by a Respondent’s Subcontractor that is listed on the Proposed Subcontractors form herein.

Similar Project 2 – Civil Works: One Similar Project involving the construction of a civil works project consisting of one or more of the following types: bridges, major utility infrastructure, stormwater management, waterways, reservoirs, dams/levees, or use of temporary cofferdams for maintenance of a water control structure within a water body. The total project value must be no less than \$1,000,000. This Similar Project should highlight the Respondent’s experience in managing and executing large-scale civil works projects, showcasing its ability to handle complex logistical challenges and adhere to strict safety and quality standards.

Similar Project 3— Electrical, Instrumentation and Controls: One Similar Project involving the knowledge and installation of electrical and operations control and actuators that operate equipment (manual and remote) and includes the necessary instrumentation and controls. the total project value must be no less than \$300,000. This Similar Project should highlight the Respondent’s experience in familiarity with electrical and controls components for the operation and monitoring of equipment and data. This work may have been performed by a Respondent’s Subcontractor that is listed on the Proposed Subcontractors form herein.

In determining whether a Respondent satisfies the minimum qualifications for similar projects, the District will not consider any additional projects or materials submitted by Respondent beyond the District-provided Similar Projects form.

**INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION
SIMILAR PROJECTS / REFERENCES**

Provide at least three (3) unique projects, similar in size and scope to the Work described in this solicitation, that your company has successfully completed within the last three (3) years. No more than one of the similar projects can be from a project completed for the District.

REFERENCE LETTERS from each project listed below, that answer completion time, manner and scope of work, and budget adherence, are required as part of your responsive submittal. Please ensure provided contact information is current. If a District project is cited, do not contact District Staff for a reference, simply indicate District's Contract Number for the similar project you are citing.

District reserves the right to determine whether or not a project shall be considered "similar".

Similar Project #1 – Project Owner/Administrator:			
Point of Contact:		E-Mail:	
Phone:		Project Completion Date:	
Project Name:			
Describe how the scope of work meets the <u>Concrete & Steel</u> criteria:			
Reference Letter included (required) - <input type="checkbox"/>			
Work performed by: <input type="checkbox"/> Respondent <input type="checkbox"/> Subcontractor		Prime: Yes No	Total <u>Project Value</u> \$

Similar Project #2 – Project Owner/Administrator:			
Point of Contact:		E-Mail:	
Phone:		Project Completion Date:	
Project Name:			
Describe how the scope of work meets the <u>Civil Works</u> criteria:			
Reference Letter included (required) - <input type="checkbox"/>			
Work performed only by Respondent		Prime: Yes No	Total <u>Project Value</u> \$

Similar Project #3 – Project Owner/Administrator:			
Point of Contact:		E-Mail:	
Phone:		Project Completion Date:	
Project Name:			
Describe how the scope of work meets the <u>Electrical, Instrumentation and Controls criteria:</u>			
Reference Letter included (required) - <input type="checkbox"/>			
Work performed by: <input type="checkbox"/> Respondent <input type="checkbox"/> Subcontractor		Prime: Yes No	Total <u>Project Value</u> \$

This document must be completed and returned with your Submittal

**INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION
PROPOSED SUBCONTRACTORS**

RESPONDENT NAME: _____

Please list all Subcontractors to be used in connection with your performance of the Contract. The District reserves the right to accept or reject any Subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of St. Johns River Water Management District. *If Respondent intends to utilize the license of a Subcontractor to obtain any permit to perform the Work, the Subcontractor and license classification must be disclosed in this Proposed Subcontractor form.* (Use additional pages, if necessary).

Note: Subcontractor Limitation

Respondent is limited to utilizing Subcontractors for **no more than 40%** of the Work on the entire project. The remaining balance of the work on the project must be performed by Respondent's own forces.

Check which applies:

Contractor will NOT utilize Subcontractors:

Contractor will utilize the Subcontractors listed below:

1. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

2. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

3. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

4. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

This document must be completed and returned with your Submittal

CERTIFICATE AS TO ENTITY’S AUTHORITY TO DO BUSINESS IN FLORIDA

The below entity is incorporated/organized/formed under the laws of the State of _____; is authorized by law to respond to this solicitation and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the State of Florida.

Entity name: _____

Address: _____

Registration No: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal, if utilized by Respondent)

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 or Manager and Member, and state the title held by 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.

ATTACH a copy of Respondent’s active registration with the State of Florida Division of Corporations proving Respondent’s authority to do business in the State of Florida, or a copy of the application for same that has been accepted by the State of Florida.

This document must be completed and returned with your Submittal

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

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 Submittal has been submitted, or to refrain from proposing 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 price(s) quoted in the attached Submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this 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: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by _____ as _____ (title) of _____ (Respondent), the party on behalf of whom instrument was executed.

(SEAL)

(Signature)

Notary Public, State of _____ at Large

My commission expires: _____

This document must be completed and returned with your Submittal

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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 requires 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: _____

**INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION
NO RESPONSE FORM**

Your reasons for not responding to this Solicitation 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 Submittals. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____ TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

**INVITATION FOR BIDS
(IFB) 41684 BURRELL DAM REHABILITATION**

PART 2 – SUBMITTAL REQUIREMENTS & GENERAL INFORMATION

Thank you for your interest in working with the St. Johns River Water Management District. Please direct questions regarding the solicitation documents and specifications to the District's Procurement Department, in writing. We look forward to working with you. Pertinent information and required documents regarding this solicitation as part of a responsive Submittal are listed below.

St. Johns River Water Management District expects interested individuals and firms will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or service.

2.1 AMERICANS WITH DISABILITIES ACT (ADA)

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

2.2 PROHIBITED COMMUNICATION

To ensure a fair and impartial evaluation process, the District strictly prohibits any communication related to this solicitation with any District office, department, bureau, official, or employee during the submission and evaluation period, except as expressly authorized in this solicitation. Respondents are specifically prohibited from initiating any contact or communication with any District official or employee involved in the evaluation or consideration of the Submittals, including but not limited to the Executive Director and members of the Governing Board of the St. Johns River Water Management District, prior to the issuance of an award decision. All communication regarding this solicitation shall be initiated by the District's Procurement staff, and solely for the purpose of obtaining information or clarification necessary for the proper evaluation of Submittals. Any attempt by a Respondent to engage in unauthorized communication may result in disqualification from consideration for award under this solicitation, and may further result in exclusion from future procurement opportunities with the District.

2.3 PRE-SUBMITTAL MEETINGS, INQUIRIES AND ADDENDA

If scheduled, the pre-submittal meeting information will appear on the first page of this solicitation. If the pre-submittal meeting is not designated as mandatory, then attendance at the pre-bid meeting is strongly recommended. If the pre-submittal meeting is designated as MANDATORY, each Respondent ***must attend*** or its Submittal will not be accepted. During this meeting, the project scope, procedures, and specifications will be discussed. It is also the only opportunity during the open-bid period for attendees to ask questions directly to the end user.

District staff are not authorized to provide oral interpretations or clarifications of the solicitation documents, including specifications or other agreement terms. All binding interpretations or corrections must be provided in writing, come only from Procurement staff, and be issued as part of an official addendum to this solicitation. The assigned Procurement Specialist may provide general guidance on District procedures and assist in referencing applicable sections of the solicitation documents; however, Respondents remain fully responsible for understanding and following all written requirements and submit accordingly.

In order to be considered, all requests for a written interpretation or correction must be submitted via e-mail before the deadline for questions stated in this solicitation. All official responses, including clarifications, corrections, or supplemental instructions, will be issued in writing via addenda and posted on the solicitation portals listed on Page 1 of this document, prior to the Submittal due date.

By submitting on this solicitation, the Respondent acknowledges receipt of all issued addenda. Submittals will be interpreted as if all addenda were received, whether or not the Respondent actually reviewed them. Failure to receive or review an addendum does not relieve the Respondent of any obligations under the solicitation or resulting contract. All addenda become an official part of the Contract Documents (defined in the Agreement).

2.4 HOW TO SUBMIT A SOLICITATION

- (a) Respondent's submittal must be in electronic format (no paper copies) either by uploading to DemandStar directly at www.demandstar.com OR to Central Bidding directly at www.centralbidding.com (NOT BOTH); OR by delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope. Label all sealed envelopes as follows:

SEALED SUBMITTAL – DO NOT OPEN

Respondent's Name: _____
Invitation for Bids: **41684**
Opening Time: 10:00 a.m.
Opening Date: Wednesday, December 17, 2025

Kendall Siemiatkoski, Contract Manager
St. Johns River Water Management District
District Headquarters
4049 Reid Street
Palatka, FL 32177

****Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will. The District is not responsible for and will not accept or consider late Submittals due to delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence.**

DO NOT SUBMIT VIA BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.

- (b) 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 in this solicitation to describe the reason for not submitting a response.
- (c) Please do not password protect files saved to a pin/thumb/jump drive. The District recommends that Respondents confirm their Submittal documents will open correctly on a non-company-owned computer. Any electronic Submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response. The file naming conventions for the solicitation must clearly identify specific information, such as the solicitation number and the Respondent's name (Example: ITB 12345, ABC Company).

2.5 HOW TO ASSEMBLE YOUR SUBMITTAL

The following documents and forms must accompany any Submittal in the order identified. Please do not include items not requested. A Submittal lacking the documents specified below may be deemed non-responsive. The District reserves the right to request additional information from any Respondent prior to award.

Forms included with this solicitation package:

- _____ Cover Page/Addendum Acknowledgement
- _____ Submittal Acknowledgement Form
- _____ Bid Form
- _____ General Qualifications Questionnaire
- _____ Similar Projects/References (minimum of 3 – reference letters must be included)
- _____ Proposed Subcontractors
- _____ Certificate as to Entity's Authority to do Business In Florida
- _____ Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- _____ Drug-Free Workplace Form (not required unless there is a tie bid)

Respondent provided documentation:

- _____ Certificate of Insurability - as noted in Section 2.14
- _____ Proof of Respondent's entity location (tangible tax listing, registration on www.sunbiz.org)
- _____ Proof of Respondent's Registration with E-Verify (Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov).
- _____ Copy of any applicable and current license or certification required by the City/County/State/this solicitation
- _____ List of all key personnel performing work on the project, along with documentation of their experience, training, certifications, and licenses

NOTE! A Respondent's Submittal may be rejected as non-responsive for:

- (1) Failing to complete all forms.
- (2) Failure to provide all required materials; or
- (3) Otherwise failing to comply with instructions for preparation and organization of this solicitation.

2.6 SIGNATURE AND CERTIFICATION REQUIREMENTS

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

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

If a corporation submits on this solicitation, an authorized officer or agent must sign the Submittal, 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 this solicitation or in substantial performance of the Work have been identified in the Submittal forms.

2.7 OPENING OF SUBMITTALS

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

10:00 a.m. Wednesday, November 19, 2025
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 submittals 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 Submittals.

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

2.8 DISQUALIFICATION OF RESPONDENTS

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

- (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 Submittal 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.
- (e) Information gained through checking references or other sources which indicates that Respondent may not successfully perform the Work.
- (f) Respondent is failing to adequately perform on any existing agreement with the District.
- (g) Respondent has defaulted on a previous agreement with the District or performed the work in an unsatisfactory manner.

- (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.

2.9 REJECTION OF SUBMITTAL

Submittals must be delivered to the specified location and received before the designated due date and time in order to be considered. Untimely Submittals will be returned to the Respondent unopened. Submittals 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 Submittal 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 Submittal.

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

2.10 WITHDRAWAL OF SUBMITTALS

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

2.11 AWARDING THE AGREEMENT

- (a) All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in Section 2.13 PROTEST PROCEDURES.
- (b) The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid as reflected on the Bid Form who demonstrates, in accordance with the requirements of the Submittal documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the Submittal that the District deems in its best interest.
- (c) If two or more Submittals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose Submittal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- (d) The District reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- (e) 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 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.
- (f) Pursuant to §286.0113 Fla. Stat., if the District rejects all Submittals 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 Submittals.

(g) The District may reject a Submittal based on past performance of Contractor.

2.12 EXECUTION OF AGREEMENT

A Submittal binds the Successful Respondent to perform the Work upon the District's acceptance of the Submittal and execution of the Agreement by both Contractor and the District. Unless all Submittals are rejected, the Successful Respondent must execute and return the Agreement to the District within 10 days of receipt along with each of 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 accepting the terms and conditions of this Solicitation 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 sent via e-mail to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

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

2.13 PROTEST PROCEDURES

Notices of Intended Decision 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.

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 submittals, 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, a Formal Written Protest must be filed with the District Clerk 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 agreement 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 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, Fla. Admin. 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.

2.14 PROOF OF INSURABILITY

The Submittal shall contain proof of insurability issued by a company authorized to do business in the State of Florida, and with an A.M. Best Company rating of at least A- for the required insurance(s) listed in Attachment D of the attached Agreement.

NOTE! The Successful Respondent will be required to obtain and provide a Certificate of Insurance that meets all requirements as stated, references the Agreement number, and shows St. Johns River Water Management District named as additional insured.

2.15 EXAMINATION OF CONTRACT DOCUMENTS

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 (defined in the Agreement) 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 and complete the Work under the Agreement for the consideration set forth in its Submittal. 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.

2.16 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 solicitation is intended to remain tangible personal property and not become part of a public work owned by the District.

2.17 BONDING AND RETAINAGE

- (a) **Bid Bond**, acceptable to the District, in the total amount of five percent (5%) of the total base bid amount, shall accompany any bid, when requested in the solicitation. A Bid Bond constitutes a pledge by the Bidder that upon award, he will enter into a Contract with the Owner on the terms stated in his Bid.
- (b) **Payment and Performance Bond** – It is at the District's discretion to require payment and performance (“P&P”) bonds for construction work at any value. P&P bonds are required for any public works construction project of which the contract value exceeds \$200,000, per Florida Statute §255.05. The Successful Respondent must have those P&P bonds recorded with the Clerk of the Court in the county where the Work will be performed. Recorded bonds must be received and verified by Procurement before any work can commence.
- (c) **Retainage**, Retainage amounts for construction services shall be in accordance with §218.735, Fla. Stat.

2.18 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 vendor list following a conviction for a public entity crime or placed on the discriminatory vendor list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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 Contractor 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.

2.19 USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES - This section does not apply to this Solicitation

2.20 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Notice is hereby provided that pursuant to Section 287.05701, Fla. Stat., 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.

2.21 DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the draft Agreement below.

**DRAFT AGREEMENT
BETWEEN DISTRICT AND CONTRACTOR
41684 BURRELL DAM REHABILITATION**

This Agreement is entered into between the Governing Board of the St. Johns River Water Management District (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and _____, (“Contractor”), whose address is _____ for Burrell Dam Rehabilitation (the “Project”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigners.

In consideration of the mutual covenants and promises contained herein, the District and Contractor (singularly referred to as “Party,” collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between the District and Contractor, of which this Agreement is part, consists of the Contract Documents. This Agreement shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Solicitation (41684 Burrell Dam Rehabilitation), the Submittal, Scope of Work, Plans and Drawings, any/all Addenda issued in support of the Solicitation, Recorded Bonds (as required), Certificate of Insurance, Affidavits, Specifications, all Purchase Orders, Change Orders, any Special Conditions or any other attachments issued hereafter, and any other amendments hereto executed by the Parties hereafter. Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and Contractor acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the District and Contractor.

Section 4 – Term. This Agreement shall be effective upon the date of the last Party’s signature below through August 31, 2026 (the “Term”). All work shall be complete, and the site demobilized in accordance with the plans and scope of work before August 31, 2026. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with substantial completion within 155 calendar days and an additional 60 calendar days allowed to achieve final completion. Liquidated Damages may be charged at the rate of \$1000.00 per calendar day for any days beyond completion schedules. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of Contractor. The Work may be presumed abandoned after ninety (90) calendar days if Contractor terminates the Work without just cause or without proper notification to the District, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days. The Dam structure shall be fully operational with cofferdams removed by June 30, 2026. Time is of the essence for each and every aspect of this Agreement. All provisions that by their nature extend beyond the Term survive termination or expiration hereof.

Section 5 – Deliverables and Ownership. Contractor agrees to furnish and deliver all equipment, materials and perform all labor required to complete the scope of services for the Project (the “Work”), per the Contract Documents, Attachment A – Statement of Work hereto, Attachment B – Construction Standards, and within the Term.

- (a) Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work.
- (b) Contractor shall ensure that all workmanship and materials used in the performance of the Work are of good quality.
- (c) Upon request, Contractor shall furnish satisfactory evidence demonstrating the type and quality of materials provided.
- (d) Unless otherwise expressly stated in this Agreement, Contractor shall be solely responsible for providing and paying for all materials, labor, equipment, tools, and other facilities required to complete the Work.
- (e) Upon completion of the Work in its entirety, the District's Project Manager shall conduct a final inspection to determine whether the deliverables are complete and satisfactory in all respects.

All deliverables produced under this Agreement, including any Work not accepted by the District, shall become the property of the District upon Contractor’s receipt of full or partial compensation therefor. All source documents, specifications, materials, reports, data, and other documentation, whether developed, obtained, or utilized in the performance of the Work, excluding proprietary materials identified in the applicable Statement of Work, shall be and

remain the property of the District. Contractor shall safeguard such materials and provide them to the District promptly upon request.

District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

Section 6 – Progress Reports. If not otherwise specified in the Statement of Work, Contractor shall, upon written request, submit written progress reports to the District’s Project Manager at the frequency specified and in a format approved by the District’s Project Manager, at no additional cost to the District. Each progress report shall include an updated progress schedule that accounts for all delays and any approved changes to the Work. Failure to submit required progress reports in accordance with this provision may result in the District withholding payment until such reports are received and deemed acceptable.

Section 7 – Compensation. For satisfactory completion of the Work, District shall make payment to Contractor an amount not to exceed _____ (\$XXX), (the “Total Compensation”), per the District’s established procedure and according to Attachment C– Schedule Of Values, hereto. There shall be no provisions for pricing adjustments during the Term.

The District has included a SWA in the amount of \$250,000 to cover Contractor activities not included in the Agreement (i.e., unforeseen site conditions or other unforeseen changes to the Work). Escalation costs are not considered a compensable cost under this allowance. All escalation costs, if any, will be borne by Contractor. SWA Funds can only be released through issuance of a written and fully executed Supplemental Work Allowance Authorization form (Attachment C). Absent a written and fully executed Supplemental Work Allowance Authorization form, Contractor is not entitled to receive SWA funds.

Section 8 – Bonds

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a payment bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (b) **Performance Bond.** A performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be sent to the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the District and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.’s, rating and analysis web site.

Section 9 – Invoices, Payment and Release. Contractor shall submit itemized invoices on a monthly basis by one of the following two methods:

- Email to - acctpay@sjrwmd.com (preferred) or
- Mail to - St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571.

- (a) 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) Required Invoice Information. All invoices shall include the following information: (1) District agreement number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the Cost Schedule and other requirements of the Statement of Work; (7) Progress Report (if required). Contractor should not include its Federal Employer Identification Number

(FEIN) or social security number (SSN) (as applicable) on the invoices. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within **30** days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (c) **End of District Fiscal Year Reporting.** The District's fiscal year concludes on September 30. Regardless of the invoicing schedule set forth in this Agreement, the District is required to account for all encumbered funds as of that date. Where permitted under this Agreement, submission of an invoice for Work completed as of September 30 shall fulfill this requirement, provided such invoice is submitted no later than October 30.
- (1) If the Agreement does not authorize the submission of an invoice for Work completed as of September 30, Contractor shall, by no later than October 30, provide a written description of the Work performed between the date of the last submitted invoice and September 30, along with an estimate of the amount due for that Work as of September 30.
 - (2) If no prior invoices have been submitted, Contractor shall instead submit a written summary of the Work completed through September 30 and an estimated value of that Work as of that date.
- (d) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days following the Completion Date. However, if the Completion Date coincides with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. Final invoices submitted after the applicable deadline shall be subject to a ten percent (10%) penalty, which may be waived solely at the District's discretion upon a showing of special circumstances that prevented timely submittal. Contractor must request approval for any delayed submission of the final invoice no later than ten (10) days prior to the applicable due date and shall provide justification for the delay.
- (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: The District may withhold, or nullify in whole or in part, any payment otherwise due to Contractor if necessary to protect the District from loss due to any of the following:
- (1) Defective Work not remedied;
 - (2) Failure to make timely payments to subcontractors or suppliers;
 - (3) Lack of adequate progress in the performance of the Work;
 - (4) Damage caused to another contractor; or
 - (5) Any other material breach of this Agreement.
- Withheld amounts shall not be considered due and payable until Contractor has fully cured the condition(s) justifying the withholding.
- (g) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (h) **Release.** Upon satisfactory completion of the Work, the District shall issue a written statement confirming acceptance of all deliverables. Contractor's acceptance of final payment shall constitute a full and final release of all claims against the District arising out of or related to the performance of this Agreement, except for any documented claims for additional compensation that have been properly submitted in accordance with the terms of this Agreement and remain pending at the time of final payment.

Section 10 – Funding Contingency. This Agreement is contingent upon the availability of funding from one or more 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) funding from other agencies or sources. For Agreements extending beyond one Fiscal Year, continued performance is subject to annual funding appropriations at the sole discretion of the District's Governing Board. If funding is not appropriated for the current or any future Fiscal Year, in whole or in part, the District will notify Contractor. This Agreement will be deemed terminated for convenience five (5)

days after such notice, or later if specified by the District. "Fiscal Year" means the period from October 1 through September 30.

Section 11 – Project Management Personnel - 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.

- (a) 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.
- (b) Contractor shall diligently supervise the Work, using its best skill and attention. A competent superintendent, acceptable to the District, shall remain on-site throughout the Project. The superintendent shall not be replaced without the District's consent, unless no longer employed by Contractor or deemed unsatisfactory by Contractor. The superintendent shall act on behalf of Contractor in the Project Manager's absence, and directions given to the superintendent shall be binding on Contractor. If the District provides documented evidence that any individual on the Project is incompetent, disorderly, or not complying with the Agreement or District instructions, Contractor shall promptly remove that individual and not reassign them to the Project. The District may request replacement of the Project Manager for failure to perform competently, follow instructions or specifications, or for other reasonable cause.
- (c) 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.
- (d) 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.
- (e) Contractor shall diligently supervise the Work, using its best skill and attention. A competent superintendent, acceptable to the District, shall remain on-site throughout the Project. The superintendent shall not be replaced without the District's consent, unless no longer employed by Contractor or deemed unsatisfactory by Contractor. The superintendent shall act on behalf of Contractor in the Project Manager's absence, and directions given to the superintendent shall be binding on Contractor. If the District provides documented evidence that any individual on the Project is incompetent, disorderly, or not complying with the Agreement or District instructions, Contractor shall promptly remove that individual and not reassign them to the Project. The District may request replacement of the Project Manager for failure to perform competently, follow instructions or specifications, or for other reasonable cause.
- (f) 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.

DISTRICT

Natrevia Gradney-Mitchell, P.E.– Project Manager
St. Johns River Water Management District
4049 Reid St., Palatka, FL 32177
Phone: (407) 659-4839
E-Mail: nlgradne@sjrwmd.com

CONTRACTOR

TBD - Project Manager
<<Company Name>>
<<Company Address>>
<<Project Mgr. Phone>>
<<Project Mgr. E-Mail>>

- (g) **Notices** - 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 submitted 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 submitted via email are deemed delivered on the date transmitted and received.

Section 12 – Work Schedule. Contractor shall not perform any Work on District property during weekends or District-recognized Holidays unless prior written approval is obtained from the District Project Manager. Unless otherwise authorized by the District Project Manager, all Work on District property shall be conducted during the District's normal business days, Monday through Friday. Work shall not commence prior to 7:00 a.m. and shall conclude no later than 6:00 p.m. Any request by Contractor to modify the approved work schedule must be submitted to the District Project

Manager for review and coordination no less than twenty-four (24) hours in advance of the proposed change. All schedule changes must be confirmed in writing by the District.

Section 13 – 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees or subcontractors, in the performance of the Work.

Section 14 – Insurance. Contractor shall obtain and maintain all insurance coverage and limits set forth in Attachment D – Insurance Requirements. Contractor shall not commence any Work until it has provided the District with valid Certificates of Insurance evidencing full compliance. Certificates reflecting lesser coverage shall not be accepted and do not waive the District's insurance requirements.

To the extent permitted by its insurance policies, Contractor waives all rights of recovery against the District. Contractor's insurance shall be primary with respect to any coverage also maintained by the District, which shall be considered excess and non-contributory.

Section 15 – Permits and Licenses; Compliance with Law. Contractor shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and Work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:

- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers. Any permits not already procured from these agencies, such as the NPDES or dewatering permits, shall be procured by Contractor.
- (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
- (c) Contractor shall:
 - (1) give to the proper authorities all required notices relative to the Work;
 - (2) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
 - (3) furnish any bonds, security, or deposits required to permit performance of the Work;
 - (4) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
 - (5) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

Section 16 – Assignment. Contractor may not assign or subcontract all or part of this agreement without written approval from the District.

Section 17 – Amendments. This Agreement may be amended only by written agreement of the parties.

Section 18 – Certification. Contractor certifies that it, its principals, and affiliates, have not been, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.

Section 19 – 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(l)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (1) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Contractor of the request, and 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, Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (2) 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.
 - (3) 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 Contractor does not transfer the records to the District.
 - (4) 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 Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

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

Section 20 – 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.

Section 21 – Employment Eligibility.

- (a) Pursuant to §448.095, Fla. Stat., Contractor must be registered with and 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.
- (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 register and 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 §448.095, Fla. Stat., and notifies Contractor of such, but Contractor otherwise complied with the statute, then Contractor shall immediately terminate the agreement with the subcontractor.

Section 22 - Attorney’s Fee. In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney’s fees.

Section 23 - Governing Law, Venue, Waiver of Right to Jury Trial. This Agreement is governed by laws of the State 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. Venue for any state legal proceedings arising from or related to this Agreement shall be in Putnam County, Florida. Venue for any federal legal proceedings arising from or related to this Agreement shall be in Orange County. In the event of any civil proceedings arising from or related to this Agreement, the parties hereby consent to trial by the court and waive the right to a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.

Section 24 – 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.

Section 25 – 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) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (4) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (5) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. § 18001, et seq.; and (6) 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.

Section 26 – Common Carrier. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew an agreement with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Contractor shall complete Attachment E, the Common Carrier or Contracted Carrier Attestation.

Section 27 – Force Majeure; Delays.

- (a) 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) 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.

Section 28 - Land and Water Resources. Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted, and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

Section 29 – 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.

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

Section 31 – Petroleum Storage Tanks. With the exception of truck-mounted fuel transfer tanks used to fuel equipment, 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.

Truck-mounted fuel transfer tanks must be installed according to the manufacturer instructions, maintained in good working condition, appropriately labeled, and in compliance with all applicable regulations.

Section 32 – 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.

Section 33 – Materials; Inspection; Tools, Plant and Equipment. All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District’s intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.

- (a) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract effective date and before any material or equipment is purchased, Contractor shall submit to the District’s Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (b) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District’s Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (c) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

Section 34 – Royalties and Patents. Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

Section 35 – Contingency Fees. – This section does not apply to this Agreement.

Section 36 – Iron & Steel for Public Works.

- (a) For purposes of this section, “Public Works Project” or “Project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system,

gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

- (b) If this Agreement funds a Public Works Project or the purchase of materials to be used in a Public Works Project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as set forth in §255.0993, Fla. Stat. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
- (i) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
 - (ii) the use of iron or steel products produced in the United States will increase the total cost of the Project by more than twenty percent (20%); or
 - (iii) complying with this requirement is inconsistent with the public interest.
- (c) Minimal use of foreign steel and iron materials is permitted if:
- (i) such materials are incidental or ancillary to the primary product and are not separately identified in the Project specifications; and
 - (ii) the “cost” of such materials, as defined in §255.0993, Fla. Stat., does not exceed one-tenth of one percent (1%) of the Total Compensation under this Agreement or \$2,500, whichever is greater.
- (d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this section.
- (e) This section shall be applied in a manner consistent with and may not be construed to impair the State of Florida’s obligations under any international agreement.
- (f) The District’s Project Manager may require Contractor to certify its compliance with this section, or otherwise provide sufficient information to document its compliance, with its invoice for payment.

Section 37 – Nuisance. Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work.

Section 38 – Coordination with the District and Other District Contractors. The District may let other agreements 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 contractor 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 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. 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.

Section 39 – Cooperation with the Inspector General. Pursuant to §20.055(5), Fla. Stat., Contractor and any subcontractor understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Section 40 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 41 - Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided the District pursuant to Florida law. Notwithstanding anything stated to the contrary in the

Agreement, any obligation of the District to indemnify Contractor, if provided, is limited and shall not exceed the limits set forth in §768.28, Fla. Stat. This Section shall survive the termination of the Agreement.

Section 42 – 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.

Section 43 – 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.

Section 44 – No Coercion for Labor or Services. Contractor, a nongovernmental entity entering this Agreement with the District, certifies, assures, and affirms that Contractor does not use coercion for labor or services as prohibited under §787.06, Fla. Stat. If Contractor is a nongovernmental entity, Contractor must provide the District with a Human Trafficking Attestation, Attachment F, executed by an officer or representative of Contractor.

Section 45 – Dispute Resolution.

- (a) 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) In the event the District rejects an invoice as improper, and Contractor declines to modify the invoice, Contractor must notify the District in writing within ten days of receipt of notice of rejection that 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 Contractor’s written response to the District’s Office of General Counsel. The matter shall then proceed as described in the paragraph above.

Section 46 – 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 Agreement Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Agreement Total Compensation; (3)

contract with a third party to complete the deficient Work and deduct the cost thereof from the Agreement 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 Work Order 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 Work Order Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

Section 47 – Default/Termination. In the event Contractor fails to comply with any of the provisions of this Agreement, the District may terminate this Agreement for cause by first notifying Contractor in writing, specifying the nature of the default and providing Contractor with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the District thereafter may terminate this Agreement for cause upon written notice to Contractor without prejudice to the District. In the event of termination of this Agreement for cause, the District will then be responsible to compensate Contractor only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. the District may terminate this Agreement without cause providing at least thirty (30) days written notice to Contractor. In the event of termination of this Agreement without cause, the District will compensate Contractor for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the District 's or other public entity's obligations under this Agreement. Should this occur, the District shall have no further obligation to Contractor other than to pay for services rendered prior to termination.

Section 48 - 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 – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving (and Friday), and Christmas Day.

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

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

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.

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

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.

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

Section 49 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 50 – Warranty. 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 the District’s acceptance 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 and acceptance 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.

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.

When applicable, refer to the Technical Specifications for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the Technical Specifications, the language in this Agreement shall govern.

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 — Construction General Conditions
- Attachment C — Schedule of Values
- Attachment D — Insurance Requirements
- Attachment E — Common Carrier or Contracted Carrier Attestation
- Attachment F — Human Trafficking Attestation

41684 BURRELL DAM REHABILITATION

Statement of Work

Attachment A

(Will be inserted prior to obtaining signatures)

41684 BURRELL DAM REHABILITATION
CONSTRUCTION GENERAL CONDITIONS

Attachment B

SECTION A - THE WORK

1. PERFORM ALL WORK.

Contractor shall perform all Work (defined in the Agreement) required, implied or reasonably inferable from, the Agreement.

2. “WORK” DEFINED.

The term “Work” shall generally mean whatever is done by or required of Contractor to perform and complete its duties under the Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of Contractor, fuel, heat, light, cooling and all other utilities as required by the Agreement. Work to be performed by Contractor is generally described as being according to the plans and specifications furnished by the District.

SECTION B - RETAINAGE

1. STATUTE GOVERNS.

Retainage amounts for construction services shall be in accordance with §218.735, Fla. Stat.

2. AMOUNT REQUIRED.

For contracts in excess of Two Hundred Thousand Dollars (\$200,000), the District may retain from each progress payment made to Contractor, an amount not exceeding five (5%) percent of the payment as retainage.

3. DOES NOT APPLY IN LIMITED CIRCUMSTANCES.

If the Project is grant-funded, the terms and conditions of the grant govern. Retainage may not apply to construction services paid for, in whole or in part, with Federal funds subject to Federal grantor laws and regulations.

4. WITHHELD UNTIL FINAL COMPLETION.

Retainage shall be withheld until the Project has reached final completion and is accepted by the District. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by The District. Upon final completion, Contractor shall submit the final invoice requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all Subcontractors, as defined in §713.235, Fla. Stat. who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to the District.

SECTION C - PAYMENT OF THE TOTAL COMPENSATION

1. PAYMENTS.

The District shall pay the Total Compensation by making progress payments to Contractor as provided below. The District has included a SWA in the amount of \$250,000 to cover Contractor activities not included in the Agreement (i.e., unforeseen site conditions or other unforeseen changes to the Work).

Escalation costs are not considered a compensable cost under this allowance. All escalation costs, if any, will be borne by Contractor. SWA Funds can only be released through issuance of a written and fully executed Supplemental Work Allowance Authorization form (Attachment C). Absent a written and fully executed Supplemental Work Allowance Authorization form, Contractor is not entitled to receive SWA funds.

2. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, Contractor shall submit an itemized invoice for the period ending the last working day of the month to the District, in detail sufficient for proper pre-audit and post-audit review, and with such supporting data and content, as the District may require. Therein, Contractor may request payment for that portion of the Total Compensation properly allocable to Agreement requirements provided, labor, materials and equipment usage properly incorporated in the Work

(a) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon Contractor's proof satisfactory to the District, that the District has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that Contractor knows of no reason why payment should not be made as requested, thereafter, the District Project Manager will review the invoice and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Agreement.

(b) **PAYMENT.**

The District shall make progress payments on account of the Total Compensation to Contractor in accordance with the Prompt Payment Act, §218.70-218.80, Fla. Stat. following the District's receipt of each invoice. The amount of each progress payment shall be the amount certified for payment by the District Project Manager less such amounts, if any, otherwise owing by Contractor to the District or which the District shall have the right to withhold as authorized by this Agreement. The District Project Manager's approval of Contractor's invoice shall not preclude the District from the exercise of any of its rights as set forth in this Agreement.

3. **WARRANTS TITLE.**

Contractor warrants that title to all Work covered by an invoice will pass to the District no later than the time of payment. Contractor further warrants that upon submittal of an invoice, all Work for which payments have been received from the District shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

4. **PAY SUBCONTRACTOR.**

Contractor shall promptly pay each Subcontractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the District becomes informed that Contractor has not paid a subcontractor as herein provided, the District shall have the right, but not the duty, to issue future checks in payment to Contractor of amounts otherwise due hereunder naming Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the District, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the District to repeat the procedure in the future.

5. **NON-ACCEPTANCE OF NONCONFORMING WORK.**

The issuance of any progress payment, as well as any use or occupancy of the Project by the District, shall not be construed as an acceptance of any portion of the Work that does not fully comply with the terms and requirements of this Agreement.

6. **WITHHELD PAYMENT.**

(a) The District may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect the District from loss because of:

- (i) Defective Work not remedied by Contractor nor, in the opinion of the District, likely to be remedied by Contractor;
- (ii) Claims of third parties against the District or the District's property or reasonable evidence indicating probable filing of such claims;
- (iii) Failure by Contractor to pay subcontractors or others in a prompt and proper fashion;
- (iv) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Total Compensation;

- (v) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
 - (vi) Persistent failure to carry out the Work in accordance with the Contract Documents; or
 - (vii) Damage to the District or a third party to whom the District is, or may be, liable.
- (b) In the event that the District makes written demand upon Contractor for amounts previously paid by the District, Contractor shall promptly comply with such demand.

SECTION D - THE DISTRICT

1. WRITTEN AND TANGIBLE MATERIAL.

The District shall furnish to Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the District does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The District shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

2. APPROVALS; EASEMENTS.

Excluding permits and fees normally the responsibility of Contractor, the District shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3. COPIES OF CONTRACT DOCUMENTS.

The District shall furnish Contractor, free of charge, one (1) copy of the Contract Documents for execution of the Work. Contractor will be charged, and shall pay the District, all actual costs for each additional set of the Contract Documents which it may require.

4. RIGHT TO STOP WORK.

If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the District may order Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the District orders that Work be resumed. In such event, Contractor shall immediately obey such order.

5. THE DISTRICT'S RIGHT TO PERFORM WORK.

If Contractor's Work is stopped by the District and Contractor fails within seven (7) calendar days of such stoppage to provide adequate assurance to the District that the cause of such stoppage will be eliminated or corrected, then the District may, without prejudice to any other rights or remedies the District may have against Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Total Compensation the cost of correcting the subject deficiencies, plus compensation to the District for any additional services and expenses necessitated thereby, if any. If the unpaid portion of the Total Compensation is insufficient to cover the amount due the District, Contractor shall promptly pay the difference to the District.

SECTION E - CONTRACTOR

1. CONTRACTOR DUTY.

Contractor affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Exhibits for such portion of the Work. If Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the District Project Manager, Contractor shall bear the responsibility for such performance and shall bear the cost of correction.

2. IN ACCORDANCE WITH THIS AGREEMENT.

Contractor shall perform the Work strictly in accordance with this Agreement.

3. PERMITS AND FEES.

Contractor shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. Contractor shall comply with all applicable federal, state, and local laws and regulations, including those

pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:

RESPONSIBLE FOR WORK.

Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the District for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

4. **SAFETY.**

Contractor shall hire a Safety Officer for the project. Alternatively, Contractor may designate the Project/Construction Superintendent to act in this capacity. Contractor's Safety Officer shall be onsite when any work is being performed at the project/construction site. This individual is responsible for overall safety of the project and the authority to act in all safety matters for Contractor.

- (a) For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor and any Subcontractors performing services under this contract shall conform to all relevant U.S. Occupational Safety and Health Act (OSHA) regulations during the course of such effort. Any fines levied for failure to comply with these requirements shall be borne solely by the responsible contractor.
- (b) Contractor shall determine the need for and provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises. Protective clothing, equipment, and devices shall, at a minimum, conform to OSHA standards for the products being used.
- (c) All equipment used by Contractor shall always be maintained in a safe operating condition and be free from defects or wear that may in any way constitute a hazard to any person or persons on the Premises. Contractor shall prevent damage to District property, materials, and equipment.
- (d) Contractor shall always enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its Subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property.
- (e) Contractor shall always exercise precaution for the protection of persons and property. Barricades must be provided when work is performed in areas traversed by persons, or when deemed necessary by the District's Project Manager. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
- (f) Refer to the Exhibits for additional information and requirements relating to safety.

5. **TRENCH SAFETY.**

In the performance of the contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. §553.62, Fla. Stat., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR §1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by §553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements. Refer to the Technical Specifications for additional information and requirements relating to trench safety.

6. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.**

Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor

is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor is responsible for locating and protecting all utilities. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

7. **SUBSTANTIAL COMPLETION; PUNCH LIST.**

A. **Substantial Completion.**

- (i) **Contractor Notice.** Contractor shall notify the District via email at the email address provided in Section 11(f) of this Agreement, when Contractor considers the Work to be substantially complete.
- (ii) **Definitions.**
 - (a) "Punch List" – a list of items required to render the Work complete, satisfactory, and acceptable in all respects.
 - (b) "Substantially complete" is the point when the District can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete.
- (iii) **District Review.** The District shall review the Work and determine whether it is substantially complete and, if so, the parties shall develop a Punch List.
- (iv) **Time.** The time in which substantial completion is determined and the Punch List is developed and finalized (the "Review Time") is as follows:
 - (a) If the Total Compensation is less than ten million dollars, Review Time is thirty (30) calendar days.
 - (b) If the Total Compensation is ten million dollars or more, Review Time is forty-five (45) calendar days.
 - (c) Review Time is calculated from the date of Contractor's delivery of substantial completion notification to the District's server. For purposes of this section, "Total Compensation" does not include any Supplemental Work Allowance funds that have not been released by the District.

B. **Punch List Process.** The following sets forth the "Punch List Process."

- (i) **Step 1, Develop Punch List.** During the Review Time, the District and Contractor shall work cooperatively to develop a Punch List. The District shall have final decision-making authority on the finalized Punch List. The District shall deliver the Punch List no later than five (5) calendar days after the Punch List has been finalized.

- (ii) **Step 2, Contractor Completes.**

Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) calendar days after the date of conclusion of the Punch List Process, the Completion Date shall be extended to thirty (30) calendar days after conclusion of the Punch List Process. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement.

C. **Payment.**

- (i) Upon completion of the Punch List Process and upon receipt of a proper invoice, the District shall, within twenty (20) business days, pay Contractor the remaining Agreement balance that includes all retainage previously withheld, less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List.

- (ii) Upon completion of all Punch List items, Contractor may request payment of any remaining retainage.
- (iii) If a good faith dispute exists as to the completion of any items on the Punch List, the District shall email Contractor a notice of the dispute. The District may continue to withhold 150% of the total cost of completing any such items.
- (iv) All items that require correction under the Agreement that are identified after the preparation and delivery of the Punch List remain the obligation of Contractor.
- (v) Warranty items or items not included in the Punch List may not affect the final payment of retainage as provided above.
- (vi) Retainage may not be held by the District to secure payment of insurance premiums.
- (vii) Final payment of retainage may not be delayed pending a final audit by the District or Contractor's insurance provider.
- (viii) If the District fails to comply with its responsibilities to develop the Punch List or fails to comply with the time limitations provided herein, Contractor may submit a payment request to the District for the remaining balance of the Agreement, including all remaining retainage. Payment is due from the District twenty (20) business days after receipt of a proper invoice or payment request.
- (ix) If Contractor fails to adhere to the Agreement in developing the Punch List and the District has provided written notice of same, the District must pay Contractor the remaining balance of the Agreement, less an amount equal to 150 percent of the estimated cost to complete the items that the District intended to include on the Punch List. The District need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to comply with the Punch List Development Process.
- (x) Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.

SECTION F - CONTRACT ADMINISTRATION

1. REPRESENTATIVE OF THE DISTRICT.

The District Project Manager, unless otherwise directed by the District in writing, will perform those duties and discharge those responsibilities allocated to the District Project Manager as set forth in the Contract Documents. The District Project Manager shall be the District's representative from the effective date of this Agreement until a final Certificate for Payment is issued.

2. INTERPRETER; JUDGE.

The District Project Manager shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by Contractor.

3. APPROVE SUBMITTALS.

The District Project Manager will review and approve, or take other appropriate action as necessary, concerning Contractor's submittals including shop drawings, product data and samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

4. RE-EXAMINATION OF WORK.

The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.

5. MATERIAL TESTING.

The District may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by

Contractor. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material. If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Contractor's Project Manager shall supply the District's Project Manager with 72-hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Contractor's expense.

6. **AUTHORITY TO REJECT WORK.**

The District Project Manager shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. Contractor shall promptly notify the District of any defective material and shall not incorporate such material into the Work. The District may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. If the District deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the District. If disputed, Contractor may submit a Change Order, subject to the dispute resolution procedure. If the District Project Manager deems it necessary or advisable, the District Project Manager shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

7. **MATERIAL SUBSTITUTION.**

Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the District to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution

8. **DETERMINE BENCHMARKS.**

The District Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive for the District's review and records, written warranties and related documents required by the Contract Documents and will issue a final Approval for Payment upon compliance with the requirements of the Contract Documents.

9. **CLAIMS BY CONTRACTOR, NOTICE.**

All Contractor claims shall be initiated by written notice to the District. Such written notice and claim must be furnished within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

10. **PROCEED; CHANGE ORDER.**

Pending final resolution of any claim of Contractor, Contractor shall diligently proceed with the Work, and the District shall continue to make payments to Contractor in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by the District and Contractor.

(a) **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Total Compensation shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) calendar days after the first observance of the condition. As a condition precedent to the

District having any liability to Contractor for concealed or unknown conditions, Contractor must give the District written notice and claim as provided in this subsection, and shall constitute a waiver by Contractor of any claim arising out of or relating to such concealed or unknown condition.

(b) **CLAIMS FOR ADDITIONAL COST.**

If Contractor wishes to make a claim for an increase in the Total Compensation, as a condition precedent to any liability of the District therefore, Contractor shall give the District written notice of such claim within seven (7) calendar days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by Contractor before proceeding to execute any additional or changed Work. The failure by Contractor to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

(i) **Direct Costs**

In connection with any claim by Contractor against the District for compensation in excess of the Total Compensation, any liability of the District for Contractor's cost shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor. The District shall not be liable to Contractor for claims of third parties, including Subcontractors, defined herein, unless and until liability of Contractor for claims of third parties has been established therefore in a court of competent jurisdiction.

(c) **CLAIMS FOR ADDITIONAL TIME.**

If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the District or someone acting in the District's behalf, or by changes ordered in the Work, a Force Majeure Event as described in Section 27 of this Agreement, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of Contractor to the District for such reasonable time as the District may determine. Any notice and claim for an extension of time by Contractor shall be made not more than seven (7) calendar days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If Contractor fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

SECTION G - SUBCONTRACTORS

1. **"SUBCONTRACTOR" DEFINED.**

A Subcontractor is a person or entity 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.

2. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, Contractor shall furnish the District, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The District shall promptly reply to Contractor, in writing, stating any objections the District may have to such proposed Subcontractor. Contractor shall not subcontract with any Party to whom the District has objections.

3. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to the District against Contractor herein.

SECTION H - CHANGES IN THE WORK

1. **MODIFICATION OF SPECIFICATIONS.**

No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement.

2. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order. The parties agree that a Change Order is not requested or issued by the District through informal methods, such as verbal discussion or through the body of an email. Rather, the District requests or issues a Change Order solely through the formal presentation to Contractor of a signed District Change Order form.

3. **“CHANGE ORDER” DEFINED.**

Change Orders shall mean a written agreement signed by both parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or to provide an extension of time. A Change Order differs from a DSI (addressed herein). The Total Compensation and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with the District; including but not limited to Change Orders that need approval of the District’s Governing Board.

4. **HOW CHANGES ARE DETERMINED.**

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.

5. **CHANGE ORDER REQUEST BY CONTRACTOR.**

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.

6. **CHANGE ORDER RESPONSE TIME.**

In accordance with Sec. 218.755, Fla. Stat., if the District receives from Contractor a price quote for a Change Order requested or issued by the District for construction services and the price quote conforms to all statutory and contractual requirements, the District must approve or deny the price quote and send written notice of that decision to Contractor within 35 days after receipt of such quote. A denial notice must specify the deficiencies in the price quote and state the actions necessary to remedy those deficiencies. If the District fails to provide Contractor with the required notice, the Change Order and price quote are deemed approved, and the District must pay Contractor the amount stated in the price quote upon the completion of the Change Order.

7. **CHANGE ORDER EFFECT.**

The execution of a Change Order by Contractor shall constitute conclusive evidence of Contractor’s agreement to this Agreement as thus amended, the Total Compensation, Term and the changes in the Work. Contractor, by executing the Change Order, waives and forever releases any claim against the District for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

8. **NOTICE; CONSENT.**

Contractor shall notify and obtain the consent and approval of Contractor’s surety with reference to all Change Orders if such notice, consent or approvals are required by Contractor's surety or by law. Contractor’s execution of the Change Order shall constitute Contractor’s warranty to the District that the

surety has been notified of and consents to have expressly consented thereto. Contractor shall provide to the District a rider to the original bond as provided by the surety.

9. **EMERGENCY CHANGES IN THE 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 calendar days. Within 15 calendar 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 calendar 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.

SECTION I - UNCOVERING AND CORRECTING WORK

1. **UNCOVERING WORK.**

If any of the Work is covered contrary to the District Project Manager's request or to any provisions of this Agreement, it shall, if required by the District, be uncovered for the District's inspection and shall be properly replaced at Contractor's expense without change in the Term.

2. **CORRECT WORK.**

Contractor shall immediately proceed to correct materials or workmanship (Work) rejected by the District as defective or failing to conform to this Agreement. Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the District for any Architect's and/or Engineer's services and expenses made necessary thereby. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

3. **WARRANTY.**

If within one (1) year after the date of the District's issuance of final payment to Contractor any of the Work is found to be defective or not in accordance with this Agreement, Contractor shall correct it promptly upon receipt of written notice from the District. This obligation shall survive final payment by the District and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

4. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which Contractor has under this Agreement. Establishment of the one-year time period in this Section relates only to the duty of Contractor to specifically correct the Work.

41684 BURRELL DAM REHABILITATION
SCHEDULE OF VALUES
Attachment C

(Will be inserted prior to obtaining signatures)

INSURANCE REQUIREMENTS

Attachment D

Contractor shall provide the District with a Certificate of Insurance issued by an insurer authorized to conduct business in the State of Florida and rated A- or higher by A.M. Best Company. Any deductible or self-insured retention exceeding \$100,000 must be disclosed to and approved by the District. Such approval shall not be unreasonably withheld. Contractor shall be solely responsible for all deductibles and self-insured retentions.

All required insurance policies shall remain in effect through the completion and acceptance of the Work.

The Certificate of Insurance must:

- Include 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;
- Reference the contract number;
- Include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District as Additional Insured;
- Provide for at least thirty (30) days' prior written notice of cancellation, sent to the District's Project Manager at the address specified herein.

Submission of a Certificate of Insurance that does not meet the required coverage shall not be accepted and shall not constitute a waiver of the District's insurance requirements.

Workers' Compensation Insurance.

Workers' compensation and employer's liability coverage, including Longshore and Harbor Workers' compensation, if applicable, shall not be less than the minimum STATUTORY limits required by Florida law.

- Contractor, and its insurance carrier, waives all subrogation rights (Endorsement CG 24 04 05 09, or equivalent) against the District, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- 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.

Commercial General Liability.

Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than

- \$1,000,000 for personal injury, bodily injury, and property damage, with a(n) project aggregate of \$2,000,000.
- Coverage shall include:
 - (1) contractual liability;
 - (2) perils generally known as XCU (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril;
 - (3) products and completed operations;
 - (4) independent contractors; and
 - (5) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

Automobile Liability.

\$500,000 combined single limit.

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
Attachment E

This form must be completed by Contractor. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Purchaser acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Contractor is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

CONTRACTOR NAME (check one statement below):

Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

HUMAN TRAFFICKING ATTESTATION
Attachment F

Contractor Name: _____ (“Contractor”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with §787.06(13), Fla. Stat.

I acknowledge that §787.06(13), Fla. Stat., requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (“Contractor”) and a governmental entity (“District”) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the Purchaser does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Contractor, I hereby certify, assure, and affirm that Contractor does not use coercion for labor or services as prohibited under §787.06, Fla. Stat.

If, at any time in the future, Contractor does use coercion for labor or services, Contractor will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Contractor Name

By:

Printed Name: _____

Title: _____

Signature: _____

Date: _____