

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
BURRELL LOCK REHABILITATION  
INVITATION FOR BID 39422**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., **April 11, 2024**. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, state of Florida’s MyFloridaMarketPlace at *myfloridamarketplace.com*, and Central Bidding at *centralbidding.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, MyFloridaMarketPlace, Central Bidding, or the District by contacting Amy Lucey, Procurement Specialist, at 321-409-2156 or [ALucey@sjrwm.com](mailto:ALucey@sjrwm.com). Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay FL 32909.

**Project Description:**

The Burrell Lock is located on Haines Creek connecting Lake Griffin and Lake Eustis in Lake County, Florida. It was constructed in 1957 and is used primarily for navigation between the lakes by fishing boats and pleasure craft. A major lock rehabilitation was undertaken in 2002, during which time new concrete walls were constructed to replace the deteriorated sheet piling. The objective of this project is to repair the concrete surfaces, reline the lock inflow and outflow pipes, repair and paint the lock mitre gates and several other tasks as outlined in the Statement of Work provided in this solicitation (Attachment A). This work is necessary to ensure the functionality of the lock.

**A Non-Mandatory Pre-Bid Conference (on-site) is scheduled for **March 26, 2024**, at 10:00 a.m., at:**

**Burrell Lock & Dam  
10401 Lock Road  
Leesburg, FL 34788**

The purpose of the pre-bid conference is to view the project area and to discuss the requirements of this solicitation. Participation is not required.

**Americans With Disabilities Act (ADA)**

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

## RESPONSE CHECKLIST

This Response Checklist is provided for convenience of Respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that the Response is complete, please review the following items to confirm that they have been addressed and are included in the Response. Do **not** return this checklist with your Response.

	Has Respondent met the Bid Opening deadline established in the solicitation?
	Does the electronic file contain all required documentation to meet the requirements stated in the solicitation documents?
	Is Respondent in good standing with the Florida Secretary of State (corporations and partnerships)?
	Has Respondent prepared, organized, and completed the Bid Response correctly?
	<p>Tab 1 — FORMS (<i>District-provided</i>)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Bid Form</li> <li><input type="checkbox"/> Cost Schedule</li> <li><input type="checkbox"/> List of proposed Subcontractors</li> <li><input type="checkbox"/> Certificate as to Corporation</li> <li><input type="checkbox"/> Affidavit as to Non-collusion and Certification of Material Conformance with Specifications</li> <li><input type="checkbox"/> Qualifications (General)</li> <li><input type="checkbox"/> Drug-Free Workplace Form (not required unless there is a tie bid)</li> </ul>
	<p>Tab 2 — SIMILAR PROJECTS – Using the District-provided Qualification-Similar Projects form provided. The District will not consider any additional projects or materials submitted by Respondent beyond the District-provided Qualification-Similar Projects form.</p> <ul style="list-style-type: none"> <li>○ Each project listed below must have been successfully completed within the past ten (10) years as of the Bid due date.</li> <li>○ Only where indicated, the similar project may have been completed by a subcontractor named in the Proposed Subcontractor Form.</li> <li>○ For each Similar Project, the Respondent (or, only where indicated, named subcontractor) must have had overall responsibility for construction of the specific components listed for each Similar Project by self-performing the work.</li> <li>○ 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.</li> <li>○ <u>Each of the three similar projects must be different projects; a project may not be listed more than once as a similar project.</u></li> </ul>

	<ul style="list-style-type: none"> <li>□ <b><u>Similar Projects 1 – Concrete and Steel:</u></b> One project focused on repair and rehabilitation work on existing concrete and structural steel elements associated with dams, water control structures, locks, or bridges. The repair and rehabilitation portion of the work of the similar project should cost no less than \$500,000. This project should showcase the Respondent’s expertise in concrete and steel repair, as well as their ability to address unique challenges associated with these structures. This work may have been performed by a Respondent’s subcontractor.</li> <li>□ <b><u>Similar Project 2 – Civil Works:</u></b> One 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 maintenance of a water control structure within a water body, with the total project value no less than \$1,000,000. This project should highlight the Respondent’s experience in managing and executing large-scale civil works projects, showcasing their ability to handle complex logistical challenges, and adhere to strict safety and quality standards.</li> <li>□ <b><u>Similar Project 3— Hydraulic Systems, instrumentation, and controls:</u></b> One project involving the design and construction of a hydraulic system that operates equipment and includes the necessary instrumentation and controls with a total project value no less than \$300,000. This project should highlight the Respondent’s experience in designing and constructing a complete and operational hydraulic system. This work may have been performed by a Respondent’s subcontractor.</li> <li>□ <b><u>Similar Project Experience:</u></b> Does Respondent (or subcontractor, if applicable) have <u>no less than five (5) year of experience on projects of each nature specified above?</u></li> </ul>
	<p>Tab 3 — Client References <i>must use District-provided Qualification - Client Reference form</i> )</p>
	<p>Tab 4 — Current and active General Contractor’s License (per Florida Statutes Chapter 489) provided.</p>
	<p>Tab 5 — Evidence of Respondent’s eligibility to do business in the state the project is located (business registration).</p>
	<p>Tab 6 – Bid Bond provided (<i>using District-provided Bid Bond form</i>).</p>

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## INSTRUCTIONS TO RESPONDENTS

### 1. DEFINITIONS

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

### 2. CONTRACT ADMINISTRATION

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

Amy Lucey, Senior Procurement Specialist  
Phone: 321-409-2156  
Email: [ALucey@sjrwmd.com](mailto:ALucey@sjrwmd.com)

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

### 3. WHERE TO SUBMIT BID

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

(1) uploading to Demandstar directly at [www.demandstar](http://www.demandstar.com) OR to Central Bidding directly at [www.centralbidding.com](http://www.centralbidding.com) (NOT BOTH); or

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

SEALED BID – DO NOT OPEN  
Respondent’s Name:  
\_\_\_\_\_  
Invitation for Bid: 39422  
Opening Time: 2:00 p.m.  
Opening Date: April 11, 2024

Amy Lucey Senior Procurement Specialist  
St. Johns River Water Management District  
Palm Bay Service Center  
525 Community College Parkway SE  
Palm Bay Florida 32909

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

### 4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in “digital” format. Instructions for submitting are provided below.

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS under **TAB 1: Forms**:
  - a. Bid Form
  - b. Cost Schedule
  - c. List of proposed Subcontractors
  - d. Certificate as to Corporation
  - e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
  - f. Qualifications (General)
  - g. Drug-Free Workplace Form (not required unless there is a tie bid)
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a bid.
3. Respondent must follow all procedures for digital submission or the Respondent’s Bid may be determined as “non-responsive” and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under “1” above, must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
5. The file-naming conventions for the bid shall include:
  - a. Bid: IFB # Respondent’s name (abbreviated) Due Date  
(Example: IFB 12345 ABC Company 01-15-16)
6. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

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

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

## 5. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests must be submitted by email to

ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by the solicitation advertising portals identified on Page 1 to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

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

## 6. BUDGET ESTIMATE

The engineer's construction estimate for the project is \$2,500,000.

The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the engineer's construction estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over the engineer's construction estimate. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

## 7. MINIMUM QUALIFICATIONS

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

### TAB 2-- Similar Projects

- a) Similar Projects (*must use District-provided Qualification – Similar Projects form*). Respondent must have successfully completed a minimum of three (3) similar projects as described below. In addition to the identification of each similar project described below, each similar project must comply with the following criteria:
- Each project listed below must have been successfully completed within the past ten (10) years as of the Bid due date.
  - Only where indicated, the similar project may have been completed by a subcontractor named in the Proposed Subcontractor Form.
  - For each Similar Project, the Respondent (or, only where indicated, named subcontractor) must have had overall responsibility for construction of the specific components listed for each Similar Project by self-performing the work.
  - 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.
  - Each of the three 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 project focused on repair and rehabilitation work on existing concrete and structural steel elements associated with dams, water control structures, locks, or bridges. The repair and rehabilitation portion of the work of the similar project should

cost no less than \$500,000. This project should showcase the Respondent's expertise in concrete and steel repair, as well as their ability to address unique challenges associated with these structures. This work may have been performed by a Respondent's subcontractor.

**Similar Project 2 – Civil Works:** One 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 maintenance of a water control structure within a water body, with the total project value no less than \$1,000,000. This project should highlight the Respondent's experience in managing and executing large-scale civil works projects, showcasing their ability to handle complex logistical challenges and adhere to strict safety and quality standards.

**Similar Project 3— Hydraulic Systems, instrumentation, and controls:** One project involving the design and construction of a hydraulic system that operates equipment and includes the necessary instrumentation and controls with the total project value no less than \$300,000. This project should highlight the Respondent's experience in designing and constructing a complete and operational hydraulic system. This work may have been performed by a Respondent's subcontractor.

**Note:** All requested information for the three similar projects must be included in the District-provided Qualification-Similar Projects form. 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 Qualification-Similar Projects form.

**Note: Subcontractor Limitation** (*must acknowledge on District-provided Proposed Subcontractor form*). Respondent is limited to utilizing subcontractors for no more than 40% of the work on the project. The remaining balance of the work on the project must be performed by Respondent's own forces.

- b) **Similar Project Experience:** Respondent (or subcontractor, if applicable) must have no less than five (5) years of experience on projects of each nature specified above.

**TAB 3 - Client references** (*must use District-provided Qualification - Client Reference form*).

Respondent must provide three client references who can verify Respondent's qualifications and past performance record. Respondent must have successfully completed a project for the client reference within the past 10 years. Up to two of the client references may be from the Similar Projects listed in response to subparagraph a., above. Client references must be from different Similar Projects that have been completed by Respondent (not a subcontractor). No more than one of the references may be from completed District projects.

**TAB 4 – License** (*must use District-provided Qualification-General form*).

Respondent must possess a General Contractor's license, as described in Florida Statutes Chapter 489, that is current and active. 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.

**Note:** 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 the Proposed Subcontractor form.

**TAB 5 - Business Registration (*Respondent-provided documentation*).**

Respondent must submit evidence of respondent's qualification to do business in Florida.

**TAB 6 – Bonds and Surety (*Respondent must use District-provided Bid Bond form*).**

Respondent must satisfy the bid guaranty and surety requirements as described in Paragraph 8, BID GUARANTY.

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

**Disqualification for Prior Performance.** Respondent will be disqualified if Respondent has failed or is failing to adequately perform on any contract with the District (regardless of whether or not such performance failure has been cured), including without limitation: (1) a material breach thereof; (2) a failure to complete work in a timely manner or within the contract price when such failure is attributable to the actions or inactions of Respondent or Respondent's subcontractors or suppliers, which may or may not result in the District issuing a cure notice; (3) substandard quality of work, which may or may not result in a violation of a law, regulation, or building code; (4) any failure to cooperate with the District during performance of the contract; or (5) evidence of financial instability or irresponsibility, as may be indicated through notice of non-payment of claims or liens filed against Respondent's bond or the District by Respondent's subcontractors or suppliers. Refer to Paragraph 11 for additional information pertaining to disqualification of respondents.

**8. BID GUARANTY**

Each Bid must be accompanied by a Bid guaranty in the form of a Bid bond, payable to the District, for five percent of the "Total Bid Cost" indicated on the Bid. Respondent must use the District's Bid Bond form. The Bid bond must be written through a licensed Florida agency with a company licensed to do business in the State of Florida and meeting the requirements of the Agreement. The guarantee must provide that the Bid will remain firm for 90 days after the designated date and hour of the Bid opening; that if the Bid is accepted, Respondent must enter into a contract with the District in accordance with the Agreement; and that Respondent will provide any required performance and payment bonds and certificates of insurance.

If Respondent withdraws its Bid after receiving notice of acceptance thereof, Respondent will be liable to the District for the full amount of the guaranty as representing the District's damages on account of Respondent's default.

Within ten days after the Bid opening, the Bid guaranty will be refunded to all respondents, except the three lowest responsive and responsible Respondents. The remaining Bid guarantees will be refunded within 30 days after the District and the Successful Respondent have executed the Agreement and all other necessary documents.

Attorneys-in-fact who sign Bid bonds and performance and payment bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the surety, with proof of agency attached.

## **9. SUBCONTRACTS**

Respondent must submit with its Bid a list of all known subcontractors who (1) will participate in more than ten percent of the Work; or (2) holds a license that Respondent intends to utilize to obtain a permit to perform the Work on the attached "Proposed Subcontractors" form. Use of subcontractors on this project is subject to the limitation on subcontractors described in Paragraph 7 – Minimum Qualifications. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

## **10. SIGNATURE AND CERTIFICATION REQUIREMENTS**

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

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

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

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

## **11. DISQUALIFICATION OF RESPONDENTS**

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

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

## **12. REJECTION OF BID**

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

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

### 13. WITHDRAWAL OF BIDS

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

### 14. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid 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 bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids 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 bids.
- d. If two or more bids 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 bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- e. The District reserves the right to award the Agreement to the next lowest available bidder 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.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

**15. EXECUTION OF AGREEMENT**

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

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

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

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

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

**16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA**

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

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

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

**17. DIVERSITY**

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

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

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when

determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**19. FLORIDA SALES TAX**

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

**20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

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

**21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES**

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

**22. NOTICES AND SERVICES THEREOF**

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on the solicitation advertising portals identified on Page 1 and may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

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

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

**23. PROTEST PROCEDURES**

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

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

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

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

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwm.com](http://sjrwm.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.

BID FORM

Include this form in the response (TAB 1)

RESPONDENT:

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

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

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

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

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

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

\_\_\_\_\_  
Respondent (firm name) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title

COST SCHEDULE

**Include this form in the response (TAB 1)**

Bid to be opened at 2:00 p.m., **April 11, 2024**

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Burrell Lock Rehabilitation, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the bid package.

The bid will be awarded to the responsive and responsible Respondent with the lowest the Total Bid Cost.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS*	\$	\$
2	EROSION/SEDIMENT CONTROL	1	LS	\$	\$
3	TEMPORARY DEWATERING BULKHEADS	1	LS	\$	\$
4	PUMPING/DEWATERING	1	LS	\$	\$
5	REMOVE MANATEE SONAR DETECTION SYSTEM	1	LS	\$	\$
6	REMOVE SEDIMENT AND DEBRIS	50	CY**	\$	\$
7	PRESSURE WASH ALL CONCRETE AND STEEL SURFACES	12,800	SF***	\$	\$
8	DEMO - LOCK MITRE GATE OPERATORS AND CONTROLS	4	EACH	\$	\$
9	DEMO - SLIDE GATES, OPERATORS, AND CONTROLS	4	EACH	\$	\$
10	DEMO - ABANDONED ELECTRICAL BOXES AND CONDUITS	4	EACH	\$	\$
11	DEMO AND REPLACE - UPSTREAM AND DOWNSTREAM FENDERS	1	LS	\$	\$
12	DEMO AND REPLACE - INTERNAL LOCK FENDERS	1	LS	\$	\$
13	DEMO AND REPLACE - NAVIGATION LIGHTS	4	EACH	\$	\$
14	DEMO AND REPLACE - STAFF AND DEPTH GAGES	1	LS	\$	\$
15	DEMO AND REPLACE - FIRE EXTINGUISHER CABINETS	4	EACH	\$	\$
16	DEMO AND REPLACE - FLOATATION RINGS	4	EACH	\$	\$
17	DEMO/SALVAGE LOCK SIGNS - REPLACE/REINSTALL	1	LS	\$	\$
18	LOCK MITRE GATE REHABILITATION	4	EACH	\$	\$



<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
18.1	LOCK GATE STEEL REPAIRS (IF REQUIRED)	200	LBS	\$	\$
18.2	LOCK GATE HINGE PINS (IF REQUIRED)	12	EACH	\$	\$
18.3	LOCK GATE HINGE BEARINGS (IF REQUIRED)	12	EACH	\$	\$
18.4	LOCK GATE LUMBER COMPONENTS (IF REQUIRED)	180	LF	\$	\$
19	CONCRETE - HYDRODEMOLITION OF SURFACES (IF REQUIRED)	400	SF	\$	\$
20	CONCRETE - ISOLATED PATCHING (IF REQUIRED)	30	CF	\$	\$
21	CONCRETE - REBAR REPAIR (IF REQUIRED)	30	LF	\$	\$
22	CONCRETE - CRACK REPAIR (IF REQUIRED)	200	LF	\$	\$
23	CONCRETE - SAWCUTTING (IF REQUIRED)	100	LF	\$	\$
24	CONCRETE - ERODED SURFACE REPAIR (IF REQUIRED)	400	SF	\$	\$
25	CONCRETE - TESTING SERVICES (IF REQUIRED)	1	LS	\$	\$
26	CONCRETE - SURFACE COATING	9,200	SF	\$	\$
27	CONCRETE - HYDRAULIC CYLINDER PITS	22	CY	\$	\$
28	PAINT LOCK FILL AND DISCHARGE PIPES	4	EACH	\$	\$
29	BLAST AND PAINT EMBEDDED STEEL	1	LS	\$	\$
30	NEW HANDRAIL, LOCK ACCESS GATE AND LADDER	1	LS	\$	\$
31	NEW WATER LINE	65	LF	\$	\$
32	INSTALL LOCK MITRE GATES AND NEW HYDRAULIC OPERATORS	4	EACH	\$	\$
33	INSTALL NEW SLIDE GATES AND NEW HYDRAULIC OPERATORS	4	EACH	\$	\$
34	HYDRAULIC POWER UNITS	4	EACH	\$	\$
35	NEW CONTROLS FOR LOCK GATE AND SLIDE GATE OPERATORS	1	LS	\$	\$
36	INSTALL NEW MANATEE PROTECTION SCREENS	8	EACH	\$	\$
37	REINSTALL MANATEE SONAR DETECTION SYSTEM	1	LS	\$	\$
38	AS-BUILT SURVEY	1	LS	\$	\$
39	SITE CLEANUP AND DEMOBILIZATION	1	LS	\$	\$
40	DAILY OVERFLOW IMPACT FEE	10	DAYS	\$	\$
41	SUPPLEMENTAL WORK ALLOWANCE				\$125,000
	<b>TOTAL BID COST</b>				<b>\$</b>

Cost Schedule continued on next page.

- \* LS = Lump Sum
- \*\* CY = Cubic Yard
- \*\*\* SF = Square Feet

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

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

\_\_\_\_\_  
Respondent (firm name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROPOSED SUBCONTRACTORS

**Include this form in the response (TAB 1)**

Respondent must submit with its Bid a list of all known subcontractors who (1) will participate in more than ten percent of the Work; OR (2) holds a license that Respondent intends to utilize to obtain a permit to perform the Work by providing the information requested below. If none, so indicate. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid. Attach additional sheets if necessary.

1. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): \_\_\_\_\_

\_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): \_\_\_\_\_

\_\_\_\_\_

6. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

Anticipated License Utilized to Obtain a Permit (include classification and issuing authority): \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE AS TO CORPORATION**  
**Include this form in the response (TAB 1)**

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

Corporation name: \_\_\_\_\_

Address: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

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

\_\_\_\_\_  
(Official title)

(Affix corporate seal)

Attest: \_\_\_\_\_

(Secretary)

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

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

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

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

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

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

**Include this form in the response (TAB 1)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_ the Respondent that has submitted the attached bid.

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

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

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

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

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

**Include this form in the response (TAB 1)**

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

Name of Respondent: \_\_\_\_\_

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

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

Total number of years Respondent has experience in similar work as described in the INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_

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

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

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

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

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

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

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response (TAB 2)

**Completed Project 1:**

**Concrete and Steel:** One project focused on repair and rehabilitation work on existing concrete and structural steel elements associated with dams, water control structures, locks, or bridges. The repair and rehabilitation portion of the work should cost no less than \$500,000. This project should showcase the Respondent's expertise in concrete and steel repair, as well as their ability to address unique challenges associated with these structures. **This work may have been performed by a Respondent's subcontractor.**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

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

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Repair/Rehabilitation value of the Project: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

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

**Completed Project 2:**

**Civil Works:** One 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 maintenance of a water control structure within an active water body, with the total project value no less than \$1,000,000. This project should highlight the Respondent's experience in managing and executing large-scale civil works projects, showcasing their ability to handle complex logistical challenges and adhere to strict safety and quality standards.

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

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

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

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



**Completed Project 3:**

**Hydraulic Systems, instrumentation, and controls:** One project involving the design and construction of a hydraulic system that operates equipment and includes the necessary instrumentation and controls with a project cost totaling no less than \$300,000. This project should highlight the Respondent's experience in designing and constructing a complete and operational hydraulic system. **This work may have been performed by Respondent's subcontractor.**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

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

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

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

QUALIFICATIONS — CLIENT REFERENCES

**Include this form in the response (TAB 3)**

Respondent must provide three client references who can verify Respondent’s qualifications and past performance record. Respondent must have successfully completed a project for the client reference within the past 10 years. Up to two of the client references may be from the Similar Projects provided by the Respondent. Client references must be from different Similar Projects. No more than one of the references may be from completed District projects.

If a District project is cited, do not request a letter from District staff. (For similar projects listed above, simply state “Similar Project No. \_\_\_\_.”)

**Client Reference 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

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

**Client Reference 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

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

**Client Reference 3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

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

DRUG-FREE WORKPLACE FORM

**This form required only in the event of a tie response (TAB 1)**

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

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

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

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

Title: \_\_\_\_\_

**Include this form in the response (TAB 6 – BID BOND)**

BID BOND FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
STATE OF FLORIDA

KNOW ALL PERSONS BY THESE PRESENT that \_\_\_\_\_, whose address is:

\_\_\_\_\_,  
("Principal"), and \_\_\_\_\_,  
whose address is \_\_\_\_\_,

("Surety"), are held and firmly bound unto the St. Johns River Water Management District, whose address is 4049 Reid Street, Palatka, Florida 32177 (the "District"), in the Penal Sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying bid for Bid 39422 - Burrell Lock Rehabilitation, which is scheduled to be opened on **April 11, 2024**.

NOW, THEREFORE, if Principal shall not withdraw this bid within 90 days after date of bid opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in bid and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, that the obligations of said Surety and its BOND shall be in no way diminished, impaired, or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties have executed this statement under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being affixed below and this statement being signed by his representative, pursuant to authority of its governing body.

Signed, sealed, and delivered in the presence of:

PRINCIPAL

\_\_\_\_\_  
(Official Title)

By: \_\_\_\_\_  
(typed name) (SEAL)

SURETY

\_\_\_\_\_  
(Official Title)

By: \_\_\_\_\_  
(typed name) (SEAL)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of bid bond on behalf of Surety.

PERFORMANCE AND PAYMENT BOND

Bond Number \_\_\_\_\_

Surety Number \_\_\_\_\_

St Johns River Water Management District Contract Number 39422

BY THIS BOND, we, \_\_\_\_\_, whose address is \_\_\_\_\_, Phone \_\_\_\_\_, ("Principal"), and \_\_\_\_\_ whose address is \_\_\_\_\_, Phone \_\_\_\_\_, a corporation organized under the laws of the state of \_\_\_\_\_ and licensed to do business in the state of Florida ("Surety"), bind ourselves and our heirs, personal representatives, successors, and assigns, jointly and severally, unto the St. Johns River Water Management District (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, Phone (386) 329 4500, for the use and benefit of claimants, as defined in §255.05(1), Fla. Stat., in the amount of Total Contract Amount, \$\_\_\_\_\_, for the payment of which sum will and truly be made.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work described in these contract documents, which are incorporated into this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work described in the contract, and
3. Pays the District all losses and damages, expenses, costs, and attorney's fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(2) and (10), Fla. Stat.

Any changes in or under the contract documents (which include the plans and specifications) and compliance or noncompliance with any formalities connected with the contract documents or the changes do not affect Surety's obligation under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument under their several seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and this Bond fully signed by each party's undersigned representative, pursuant to authority of its governing body.

Signed, sealed, and delivered in the presence of:

Principal  
 \_\_\_\_\_  
 (Official title)  
 Surety  
 \_\_\_\_\_  
 (Official title)  
 (Countersignature by Florida Registered Agent)

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Typed name) (SEAL)  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Typed name) (SEAL)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of power of attorney appointing individual attorney-in-fact for execution of Payment Bond on behalf of Surety.

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION FOR BIDS 39422

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

Please check (as applicable):

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR  
BURRELL LOCK REHABILITATION**

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

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 39422, Burrell Lock Rehabilitation (the "Work"). In accordance with Invitation for Bids (IFB) 39422, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is November 30, 2024, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

**2. LIQUIDATED DAMAGES**

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date noted on the Contract, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one half of one percent (0.5%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.



- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

**3. DELIVERABLES**

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

- 4. OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

**5. FUNDING OF AGREEMENT**

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

**6. PAYMENT OF INVOICES**

- (a) Contractor shall submit monthly itemized invoices based on a percentage of completion for each lump sum item and unit cost for each unit cost item identified in the Cost Schedule by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. An updated Critical Path Method must be submitted with each invoice, as specified in section 12(c). If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed

as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (h) **Retainage.** The District shall pay Contractor 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work. Contractor may present the District with a payment request for part or all of the retainage as provided by §218.735(7)(e), Fla. Stat. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act, Part VII of Chapter 218, Fla. Stat., with respect to all lower tier entities such as subcontractors, suppliers, etc. and that all taxes have been paid, a Final Release of Lien, and a Consent of Surety to Final Payment. Sample forms are set forth in Attachment D.

7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor’s acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
  
8. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
  
9. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor’s obligation to provide insurance.
  
10. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

**11. PROJECT MANAGEMENT PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email. 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.

DISTRICT

Anne Elise Wester Project Manager  
 St. Johns River Water Management District  
 P.O. Box 1429  
 Palatka, FL 32178-1429

CONTRACTOR

TBD, Project Manager  
 TBD  
 TBD  
 TBD

Phone: (386) 643-1987  
Email: awester@sjrwmd.com

Phone: TBD  
Email: TBD

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

## 12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Contractor shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Contractor shall provide the District a list of each subcontract exceeding ten percent of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the District the project schedule and update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Critical Path Management.** The District may require Contractor to provide a Critical Path Management (CPM) network for the Work, which shall be provided within 15 days of request or when the work plan is submitted, whichever occurs last. The CPM shall show: (1) the first workday of each week; (2) the complete sequence of construction by activity, identifying the Work in separate stages and other logically grouped activities; (3) the early and late start and the early and late finish; and (4) the submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the District. The District shall have ten days to review the work plan. If deemed necessary by the District, Contractor shall revise and resubmit the CPM. Contractor shall submit an updated CPM schedule with each invoice, identifying any changes since the previous submission and indicating the estimated percentage of completion for each item of the Work. The District owns all schedule float.

- (d) **Daily Reporting.** The District may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (e) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (f) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

### 13. FORCE MAJEURE; DELAYS

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

#### 14. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- (a) **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. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage, or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the

dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

- (d) **Supplemental Work Allowance (SWA).** The Total Compensation amount includes a Supplemental Work Allowance (SWA), capped in the amount of \$125,000 to cover Contractor activities not included in the construction drawings, technical specifications, or Scope/Statement of Work (i.e., changes to the quantities, unforeseen site conditions, or changes to the work). SWA Funds can only be released to Contractor through issuance of a written and fully executed Supplemental Work Allowance Authorization form (Attachment E). Absent a written and fully executed Supplemental Work Allowance Authorization form, Contractor is not entitled to receive SWA Funds. Escalation costs are not considered a compensable cost under this allowance. All escalation costs, if any, will be borne by Contractor.

## 15. TERMINATION AND SUSPENSION

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

incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.

- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

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

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



**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**16. 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.

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

**BID BOND:** The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the District.

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

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

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

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

**CONTRACTOR’S SUPERINTENDENT:** Contractor’s representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor’s Project Manager or the District.

**CPM or CRITICAL PATH METHOD:** The use of a calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having a calculated task duration. They are the important activities driving the project. Float belongs to the District.

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

**DELIVERABLES:** All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

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

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

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

**PERFORMANCE AND PAYMENT BOND:** The security furnished by Contractor and Surety in the form provided by the District as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

**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.

**PRINCIPAL:** When used in a bid, proposal, or Performance and Payment Bond, the word “principal” means the same as the word “Contractor.”

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

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

**SURETY:** The person bound by the Agreement bond with and for Contractor, and who is primarily liable and engages to be responsible for Contractor’s satisfactory performance of the Work and for its payment of all debts pertaining thereto.

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

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

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

## 17. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the District. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Contractor shall be responsible for providing lock(s) to District properties.

## 18. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than 1% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) Respondent is limited to utilizing subcontractors for no more than 40% of the work on the project. The remaining balance of the work on the project must be performed by Respondent's own forces.
- (c) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

19. **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.

20. **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 delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided in the Bid Documents 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.
- (e) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the District.

21. **CERTIFICATION.** Contractor certifies that it, principals, and affiliates, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies (sec. 287.135, Fla. Stat),

Discriminatory (sec. 287.134, Fla. Stat.), Convicted (sec. 287.133, Fla. Stat.), or Antitrust Vendor (sec. 287.137, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (sec. 287.135, Fla. Stat.), or (c) engages in business operations in Cuba or Syria (sec. 287.135, Fla. Stat.). Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or if the certification proves to be untrue during the terms of the Agreement.

22. **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.
23. **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.
24. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
25. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
  - (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
  - (b) If any part of the Work depends on 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.
26. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

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

## 27. DISPUTE RESOLUTION

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

28. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as subcontractors. The District will assist Contractor by sharing information on W/MBEs.

## 29. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing

the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

### **30. EMPLOYMENT ELIGIBILITY**

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Within 30 days of this Agreement's Effective Date, Consultant must provide the District with evidence that Consultant is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.e-verify.gov](http://www.e-verify.gov).
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

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

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

including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

32. **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.
33. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
34. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
- (a) **Standards for Quality and Workmanship.** 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.
- (b) **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 award 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.

- (c) **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.
- (d) **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.
- (e) **Testing**
- (i) 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.
- (ii) 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.
- (f) **Rejection of Work and Materials.** 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.
- (g) **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.

(h) **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.

35. **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.
36. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.
37. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
38. **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:

- 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 the Contractor.
- Contractor shall procure any permits required by the county or municipality wherein the Work is located.
- Contractor shall:
  - give to the proper authorities all required notices relative to the Work;
  - obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
  - furnish any bonds, security, or deposits required to permit performance of the Work;
  - until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
  - resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

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

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

#### 41. **PUBLIC RECORDS**

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal.

If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.

- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
  - (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
  - (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.
- (d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

42. **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.
43. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
44. **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: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights; and (3) 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.
45. **SAFETY.** Contractor has the sole duty to ensure the safety of its employees, subcontractors, and the general public. Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors and servants shall allow any hunting, or any weapons, animals, alcohol, or illegal drugs, on District property, except as authorized by law. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.
46. **SUBSTANTIAL COMPLETION; PUNCH LIST.**
- (a). **Substantial Completion.**
- (i) **Contractor Notice.** Contractor shall notify the District via email at the email address provided in NOTICES, 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.

**47. SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTION**

- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the District will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The District will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District's Project Manager as to the quantities estimated.
- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the District. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

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

**49. WARRANTY**

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

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

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

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

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

\_\_\_\_\_  
Typed Name and Title

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

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

**Attachments:**

Attachment A — Statement of Work

Attachment B — Insurance Requirements

Attachment C — District's Supplemental Instructions (sample)

Attachment D — Sample Forms: Contractor's Affidavit and Consent of Surety to Final Payment

Attachment E — Supplemental Work Allowance (sample)



## **ATTACHMENT A - STATEMENT OF WORK BURRELL LOCK REHABILITATION**

### **I. BACKGROUND**

The Burrell Lock is located on Haines Creek connecting Lake Griffin and Lake Eustis in Lake County, Florida. The lock was constructed in 1957 and is used primarily for navigation between the lakes by fishing boats and pleasure craft. The lock walls were originally constructed of steel sheet piling with two concrete monoliths to support the upstream and downstream lock gates. A major lock rehabilitation was undertaken in 2002, during which time new concrete walls were constructed to replace the deteriorated sheet piling. The lock structure (including the lock chamber, gate monoliths and the lock inlet and outlets) is approximately 167 feet in length. The interior lock chamber is approximately 75 feet long, 29 feet wide, and 15 feet deep. The upstream and downstream gate monolith sections are approximately 20 feet long, 30 feet wide, and 15 feet high. The inlet section is approximately 22 feet long, 30 feet wide, and 13 feet high. The outlet section is approximately 17 feet long, 30 feet wide, and 16 feet high. The District engaged Black & Veatch Corporation to assist in the design of the hydraulic, slide gate, and electrical system components.

### **II. OBJECTIVES**

The objective of this project is to repair the concrete surfaces, paint the lock inflow and outflow pipes, repair and paint the lock mitre gates, provide new mitre gate hydraulic operators, replace the upstream and downstream slide gates and provide new hydraulic operators, replace controls in the control building for the lock mitre and slide gates, and install manatee protection screens. Other miscellaneous work includes replacement of wood fenders, navigation lights, fire extinguisher cabinets, floatation rings, staff gages, signs, lock access gate and ladder, and removal and reinstallation of a manatee detection system. This work is necessary to ensure the continued functionality of the lock.

### **III. SCOPE**

The Contractor shall provide all materials, labor, and equipment necessary for the rehabilitation of the Burrell Lock as described in this statement of work and as detailed in the Exhibits. Generally, the scope shall include installing temporary dewatering bulkheads, pumping for dewatering, joint 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 and coating of miscellaneous metals, repair and painting of the lock mitre gates, replacement of the lock slide gates, new hydraulic operators and controls for the mitre and slide gates, installation of manatee protection screens, replacement of the lock fenders, and replacement of other miscellaneous items.

District Responsibilities:

1. The District will provide public notice for closure and opening of the lock.
2. Provide Contractor with access to the site with a temporary lock combination. Coordinate with Contractor on access restrictions or limitations.
3. Coordinate with Contractor in advising the local Florida Fish & Wildlife Conservation Commission (FWC) of any problems with nuisance animals, snakes and pests that may interfere with the project.

4. Review submittals within 10 business days.

**Contractor Responsibilities:**

1. Schedule a preconstruction meeting with District staff and submit a construction schedule at least five days before the meeting.
2. The Contractor shall properly schedule and staff the project for completion within the contract required timeframes.
3. Close all construction and storage areas to the public and provide all safety and traffic control necessary for completing the project. This includes supplying and maintaining barricades, fencing, temporary gates, debris screens, signage, and securing equipment and lay-down areas.
4. Prohibit public access to the lock and dam.
5. Provide submittals to the District in a timely manner. Procure and provide any materials needed to complete the project as approved by the District. The Contractor shall be responsible for any unused materials or additional costs incurred that Contractor orders, places or delivers prior to approval in writing by the District.
6. The Contractor shall complete all items listed under Task Identification.
7. The Contractor shall comply with the conditions contained in the Florida Department of Environmental Protection (FDEP) General Permit and State 404 Program Authorization (both obtained by the District). Contractor shall obtain all other required permits.
8. Contractor shall be responsible for supply of water needed to complete the Work. Electric power is available on-site; however, the Contractor shall supply temporary electric power as necessary when work is performed on the electrical system.

**IV. TASK IDENTIFICATION:**

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

1. Mobilization

Prepare and submit work plan, safety plan, and construction schedule. Mobilize all labor, equipment, and materials to the site. Establish material staging areas. 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.

2. Erosion and Sediment Control

Supply, install, and maintain all erosion, sediment, and dust control measures. 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.

3. Temporary Dewatering Bulkheads

Contractor shall install the District-provided dewatering bulkheads and structural steel supports. When installing the bulkheads, the Contractor shall coordinate with District staff to ensure that no manatees are present in the lock or near the approaches to the lock. The contractor shall supply and install the temporary access walkways and steel support. Upon completion of construction, Contractor shall remove the bulkheads and access walkways and load onto District transport vehicle.

Contractor shall monitor the water levels throughout the duration of the project. If overtopping of the bulkheads is imminent, Contractor shall evacuate the work area.

4. Pumping/Dewatering

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

5. Remove Manatee Sonar Detection System

Verify operational condition of sonar detection system (“SDS”) on-site with District Lock Tending Project Manager prior to removal. Remove SDS (including all conduit, wiring, displays, sonars, ancillary equipment/hardware, etc.) and store in a climate-controlled environment for later reinstallation.

6. Remove Sediment and Debris

Remove and dispose all sediment and debris from the structure work area to an offsite location. Disposal methods and location shall be in accordance with all applicable local, state, and federal regulations and requirements.

7. Pressure Washing All Concrete and Steel Surfaces

Pressure wash all concrete and steel surfaces including lock walls, footings, embedded steel, and mitre gates.

8. Demolition – Lock Mitre Gate Operators and Controls

Remove and dispose four lock mitre gate operators and control panels located in the lock control building.

9. Demolition – Slide Gates, Operators and Controls

Remove and dispose four lock slide gates, operators, and control panels located in the lock control building.

10. Demolition – Abandoned Electrical Boxes and Conduits

Remove and dispose four abandoned electrical control boxes as shown in Exhibits 5..

11. Demolition and Replacement – Upstream and Downstream Fenders

Remove and dispose upstream and downstream timber fenders and replace pressure treated wood as specified, in Exhibit 5. Provide new galvanized bolts, nuts, and washers sized according to the existing fasteners.

12. Demolition and Replacement – Internal Lock Fenders

Remove and dispose internal lock timber fenders. Upon completion of the concrete repairs, replace with 2x6 recycled plastic lumber. Provide new stainless steel drilled anchors, nuts, and washers sized according to the existing fasteners.

13. Demolition and Replacement – Navigation Lights

Remove and dispose four navigation lights, two upstream and two downstream and replace with four new solar marine beacon lights as specified in Exhibit 5.

14. Demolition and Replacement – Staff and Depth Gages

Remove and dispose two District staff gages and one depth gage and replace as specified Exhibit 5.

15. Demolition and Replacement – Fire Extinguisher Cabinets

Remove and dispose four fire extinguisher cabinets and replace with four new cabinets as specified in Exhibit 5.

16. Demolition and Replacement – Floatation Rings

Remove and dispose four floatation rings and replace as specified in Exhibit 5.

17. Demolition and Salvage Lock Signs – Replace and Reinstall Lock Signs

Remove and dispose 26 signs and replace 23 signs as specified. Remove and salvage seven (7) signs and replace upon completion of lock repairs.

18. Lock Mitre Gate Rehabilitation

Remove the lock mitre gates, perform joint inspection to determine final scope of repairs, blast and paint gate and hinge support brackets as specified in Exhibit 5. Replace gate grease lines, seals, and hardware. Prepare surfaces and paint all mitre gate handrails and walkway checkered plates.

18.1 Lock Gate Steel Repairs (If Required)

Patch gate steel and hinge support brackets as needed and as approved by the District.

18.2 Lock Gate Hinge Pins (If Required)

Inspect and replace the hinge pins as needed and as approved by the District.

18.3 Lock Gate Hinge Bearings (If Required)

Inspect and replace the hinge bearings as needed and as approved by the District.

18.4 Lock Gate Lumber Components (If Required)

Inspect and replace wood components as needed and as approved by the District.

19 Concrete – Hydrodemolition of Eroded Surfaces (If Required)

The extent of hydrodemolition will be determined during construction as required by the existing conditions encountered. If needed and as approved by the District, remove deteriorated concrete by high pressure hydroblasting to achieve a sound concrete surface, as specified in Exhibit 5.

20 Concrete – Isolated Patching (If Required)

Identify and patch any isolated spalls with the repair products and provide moist curing as specified in Exhibit 5 and as approved by the District.

21 Concrete – Rebar Repair (If Required)

Prepare the surface of exposed rebar and/or splice additional rebar as specified in Exhibit 5, prior to patching and as approved by the District.

22 Concrete – Crack Repair (If Required)

Identify and repair cracks and provide moist curing as specified in Exhibit 5 and as approved by the District.

23 Concrete – Sawcutting (If Required)

Prior to applying repair mortar, cut concrete along edge of the eroded concrete surface areas to allow for a smooth transition with the adjoining surface and as approved by the District.

24 Concrete – Eroded Surface Repair (If Required)

Apply the repair products to the areas of surface erosion (hydrodemolition areas) and provide moist curing as specified in Exhibit 5 and as approved by the District.

25 Concrete Testing Services (If Required)

The Contractor shall retain the services of an independent testing laboratory, approved by the District, for the sampling and testing of the repair mortar and cast-in-place concrete. The testing requirements shall be as specified on in Exhibit 5 and as approved by the District. 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 and provide moist curing as specified in Exhibit 5.

27 Concrete – Hydraulic Cylinder Pits

Demo portion of concrete sidewalks and construct four hydraulic cylinder pits as detailed in Exhibit 5.

28 Paint Lock Inflow and Discharge Pipes

Inspect, repair leaks, prepare surfaces, and paint the two upstream lock fill pipes and the two downstream discharge pipes as specified in Exhibit 5.

29 Blast and Paint Embedded Steel

Prepare surfaces and paint embedded steel items as specified in Exhibit 5.

30 New Handrail, Lock Access Gates and Ladder

Fabricate and install new handrails, lock access gates, and ladder as specified in Exhibit 5.

31 New Water Line

Install new water line and bib as specified in Exhibit 5.

32 Install Lock Mitre Gates and New Hydraulic Operators

Procure new hydraulic operators. Upon completion of lock repairs, reinstall lock mitre gates and install new hydraulic operators as specified in Exhibits 1 and 5.

33 Install New Slide Gates and New Hydraulic Operators

Procure new slide gates and hydraulic operators. Upon completion of lock repairs, install new slide gates and new hydraulic operators as specified in Exhibits 1, 2, and 5.

34 Hydraulic Power Units

Procure and install new hydraulic power units and connect to the mitre gate and slide gate actuators, as specified in Exhibits 1-5.

35 New Controls for Lock Gates and Slide Gates Operators

In the lock control building, supply and install new control panels for the mitre gate operators and the slide gate operators. Install new conduits and wiring (power and controls) to connect to the four mitre gates and the four slide gate operators. Connect power and perform dry test operation of all gates and operators and adjust as needed. After lock is flooded, test operation of all gates and operators under normal operating conditions and adjust as needed.

In the electrical building, remove existing 40A circuit breaker at existing main distribution panel (MDP), electrical feeder to double throw switch, and feeder to existing panel DP-2. Demolish existing panel DP-2 and slide gate contactors. Install new breaker at existing MDP, new feeder and new electrical panelboard as specified, in Exhibits 3 and 4.

36 Install New Manatee Protection Screens

Install the District supplied new manatee protection screens in front of the four slide gates. Also install at the two upstream pipe inlets and the two downstream pipe outlets.

37 Reinstall Manatee Sonar Detection System

After rehabilitation work is complete, the SDS shall be reinstalled back to its original configuration. This will include underwater calibration, using diver services, after the dewatered area is re-flooded. The final configurations in which each sonar is affixed must be approved by the District Lock Tending Project Manager. Any component(s) of the SDS that become lost or damaged during the project shall be replaced by the Contractor at no cost to the District.

38 As-built Survey

The 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, the 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. Electronic files (dwg and pdf) and two hard copies are required.

39 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.

40 Daily Overflow Impact Fee

This item represents the maximum daily fee that Contractor will be allowed to charge the District (on a daily basis), if water levels overtop the bulkheads. 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. All amounts under the "Daily Impact Fee" will be authorized in writing by the District's Project Manager through issuance of a District Supplemental Instruction (DSI) form. Contractor is not entitled to receive any unspent or remaining funds in the Daily

Impact Fee item. The number of days included in the cost schedule is an estimate and will be adjusted according to the actual number of days of overflow incurred.

#### 41 Supplemental Work Allowance

If necessary, this item will be used for increases within the amount set forth on the Cost Schedule or negotiated price if the item is not included in the cost schedule, due to District approved changes in the unit price quantities, unforeseen site conditions, or minor changes to the work.

### **V. TIMEFRAMES & DELIVERABLES**

1. Contractor shall begin work within 15 days of the Effective Date. The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
2. All work shall be completed, and the site demobilized in accordance with the plans and statement of work before November 30, 2024.

### **VI. BUDGET**

Contractor shall submit monthly itemized invoices as set forth in paragraph 6.(a) of the Agreement. Additionally, quantities may vary for those items requiring a “per unit cost” and the total quantities of these items will be determined during construction. The District reserves the right to increase, decrease, or delete any class, item, or part of the Work at the stated unit prices in determining the value of a change order.

### **EXHIBITS**

Exhibit 1: Hydraulic System Specifications, prepared by Black & Veatch Corporation, dated 2/19/2024

Exhibit 2: Slide Gate Specifications, prepared by Black & Veatch Corporation, dated 2/19/2024

Exhibit 3: Electrical Specifications, prepared by Black & Veatch Corporation, dated 2/19/2024

Exhibit 4: Electrical Equipment Installation Specifications, prepared by Black & Veatch Corporation, dated 2/19/2024

Exhibit 5: Burrell Lock Rehabilitation Civil and Structural bid drawings prepared by SJRWMD and Burrell Lock Rehabilitation Mechanical and Electrical bid drawings and specifications prepared by Black & Veatch Corporation, dated 2/19/2024 – separate cover



## **Burrell Lock Rehabilitation Exhibits**

**Exhibit 1: Hydraulic System Specifications, prepared by Black & Veatch Corporation, dated 2/19/2024**

The Hydraulic system shall supply the motive force for opening and closing the miter gates and slide gates. The system shall include:

- Design of the Hydraulic System (with sufficient capacity to open/close the miter and slide gates)
- Procurement of a complete operating system, by the Contractor
- Shop fabrication and assembly as much as is possible
- Shipment to site
- Four (4) hydraulic power units with containment to operate miter gates and slide gates
- Four (4) hydraulic cylinders to operate the miter gate doors
- Four (4) trunnions to support the miter gate hydraulic cylinders
- Four (4) clevis brackets to attach to miter gate doors
- All piping, tubing, and hoses for a complete operating system
- All valves, instruments, and other electrical components for a complete operating system
- Limit switches for cylinder position feedback
- Anchor bolts
- One (1) control system to operate the system

**Components Provided by Others and Procured by Contractor**

- Hydraulic cylinders to operate slide gates (Provided by Slide Gate Manufacturer)
- Support frames for slide gate hydraulic cylinders (Provided by Slide Gate Manufacturer)

Hydraulic Power Unit (HPU)	
1	The HPU shall consist of a motor, motor starter, pump, a reservoir, level switch, relief valves, pressure switches, pressure gauges, a duplex filter assembly, weather cover, circulation/cooling system (if needed) and a frame in which all of these components are mounted.
2	A 240V, single phase feed shall be supplied to the HPU. The HPU shall be designed to operate continuously for a minimum time period of 20 years
3	Minimum Pressure Rating 1500 psi
4	Minimum Flow Rate 3 gpm
5	Number of actuations per hour Avg 7; Max 15
6	Location of HPU Outdoors
7	Hydraulic Fluid ISO 32 or ISO 46
8	Hydraulic Power Unit Supplier Hydradyne or approved equal
Miter Gate Hydraulic Cylinders	
9	Rod Length, in 96" (confirm this dimension in detailed design)
10	Rod Diameter, in 2.5"
11	Rod Material Steel with Hard Chrome Finish
12	Bore Diameter, in 4"
13	Cylinder support Trunnion
14	Connection to Miter Gate Door Clevis type (forged steel)
Piping, Tubing and Hoses	
15	Tubing Stainless Steel Tubing and Fittings; for routing from HPU to cylinders, including pipe supports and anchors

16	Hoses	For connection to Miter Gate Cylinder
17	Connection to Hydraulic Cylinders	SAE O-Ring Boss (ORB)

Assumptions and technical information to be referenced while developing hydraulic force calculation are shown below.

#### Hydraulic Force Calculation Design Basis

Miter gate opening time	75 seconds
Miter gate closing time	75 seconds
Upstream miter gate weight	11,700 lbs each
Downstream miter gate weight	14,700 lbs each
Upstream high water elevation	63.6 feet
Upstream normal water elevation	63.3 feet
Downstream high water elevation	61.6 feet
Downstream normal water elevation	59.3 feet
Water density	Freshwater (62.4 lbs/ft <sup>3</sup> )

#### **Burrell Lock Controls**

Contractor will provide the following controls equipment:

1. (1) Main Control Station in Lock Control Building
  - a. Pushbuttons to operate each miter gate and slide gate independently.
  - b. Indicator lights to show open or close for each miter gate and slide gate.
  - c. Emergency Stop Button.
  
2. (3) Water Level Ultrasonic Instrumentation
  - a. One for upstream of lock
  - b. One for downstream of lock
  - c. One for inside of lock

#### Notes

\*Miter gates cannot be operated unless water level has equalized between upstream side and inside of lock or downstream side and inside of lock.

\*Level Instruments are required to be mounted at the same elevation and on the land side of lock.

3. Limit Switches on Hydraulic Cylinders for Miter Gates and Slide Gates
  - a. One limit switch for open position and one limit switch for closed position on each hydraulic cylinder.

Lock Operation Procedures:

Upstream (High) to Downstream (Low) of Lock

When vessels are going downstream and the lock is empty, the “low-side” main lock miter gates and draining slide gates are closed and the lock is filled with water by opening the filling slide gates. Once water is at the same level as the upstream pool, the “high-side” main miter gates can be opened with no pressure on them from differential water levels and the boat(s) are allowed into the lock chamber. After proper mooring of the vessels in the lock, the “high-side” main miter gates and filling slide gates are closed tightly. Once closed, the draining slide gates are opened. This now allows the water to drain out of the lock chamber and floating vessel(s) drop in elevation along with the water. When the lock chamber water level has dropped to the same level as the downstream pool the “low-side” lock gates can be opened permitting the boat(s) to continue travel downstream.

Downstream (Low) to Upstream (High) of Lock

For vessels travelling upstream and the lock has been drained as described above, the “low-side” main lock miter gates are opened to allow the vessel to enter the lock. Once inside the lock the “low-side” main lock miter gates are closed, along with the draining slide gates. After proper mooring of the vessels in the lock, the “high-side” filling slide gates are opened to allow water to fill into the lock and the floating vessel(s) will rise in elevation along with the water. When the lock chamber water level has filled up to the same level as the upstream pool the “high-side” lock gates can be opened permitting the boat(s) to continue travel upstream.

**Exhibit 2: Slide Gate Specifications**  
**Prepared by Black & Veatch Corporation, dated 2/19/2024**  
**Section 14531**

**14531.1 General**

**14531.1.1 Scope of Supply**

The scope of supply shall include furnishing four (4) complete hydraulic-operated slide gates, stems, frames, guides, seats and seals in accordance with the following specification and four (4) actuating hydraulic cylinders and associated frames to open and close the slide gates. These gates will be replacing four (4) existing electric-operated freshwater slide gates (Exhibit 5, Sheet S9) in the Burrell Lock.

**14531.1.2 Items Furnished by Others and Interfaces**

Items such as the hydraulic power units, hydraulic tubing and manatee screens shall be furnished by others and are not in this scope of supply.

**14531.1.3 Performance and Design Requirements**

Performance and design requirements for the slide gates to be furnished under this section of these specifications are indicated herein.

**14531.1.4 Codes and Standards**

Work performed under these specifications shall be done in accordance with the following codes and standards. Unless otherwise specified, the applicable governing edition and addenda to be used for all references to codes or standards specified herein shall be interpreted to be the jurisdictionally approved edition and addenda. If a code or standard is not jurisdictionally mandated, then the current edition and addenda in effect at the date of this document shall apply. These references shall govern the work except where they conflict with the Purchaser's specifications. In case of conflict, the latter shall govern to the extent of such difference:

<b>Work</b>	<b>In Accordance With</b>
Slide Gate	AWWA C561-21 Fabricated Stainless Steel Slide Gates
General	American Society of Mechanical Engineers (ASME)
General	Environmental Protection Agency (EPA) Clean Water Act
Gaskets	American Society for Testing and Materials (ASTM) D1056

**14531.1.5 Materials**

The following materials shall be used:

<b>General</b>	
<b>Component</b>	<b>Material</b>
Slide Gate	304 Stainless Steel
Gaskets	½" Neoprene (IRHD 60-70)
Nuts & Washers	304 Stainless Steel
Anchors	Stainless steel ASTM F593
Cylinder Rod	Steel with Hard Chrome Finish

#### 14531.1.6 Approved Manufacturers of Components

For the following components, the manufacturers listed below provide examples of the quality of workmanship required by these specifications. If the Contractor wants to propose a nonlisted manufacturer that is considered to provide an equivalent level of quality, this manufacturer must be identified and supporting testimony provided. Acceptance of the manufacturer as a substitute is at the discretion of the Engineer:

Component	Manufacturer
Slide Gate	Golden Harvest
Slide Gate	Hydro Gate
Slide Gate	Waterman
Slide Gate	Whipps, Inc.

#### 14531.1.7 Test Requirements

The following testing shall be conducted in accordance with the specified source. This testing is to be considered part of the defined Scope of Work, and all associated costs are the responsibility of the Supplier unless specifically identified as a Bid Option or Purchaser-conducted. Tests identified as an option are to be priced separately. If identified as Purchaser-conducted, costs for the initial test will be the responsibility of the Purchaser. However, the Supplier is responsible for all costs associated with correcting deficiencies and retesting in the event of a test failure:

Slide Gate Tests	In Accordance With	Conducted By
Shop Test	AWWA C561-21	By Manufacturer
Field Leakage Test	AWWA C561-21	By Contractor

#### 14531.1.8 Technical Attachments

The following attachments accompany these specifications in electronic format within the 100% Drawing Package. The information contained in these documents constitutes requirements under the defined Scope of Work:

Document Number	Title	Revision
S2	Lock Plan and Section	
S3	Existing Lock Inlet Sections	
S4	Existing Lock Chamber and Outlet Sections	
S9	Existing Slide Gate Elevations and Sections	
S10	Manatee Screens	

### 14531.2 Products

#### 14531.2.1 General

This article covers specific design and construction requirements for the opening slide gates. The gates should be sized to accommodate a 42" diameter opening and fit within the 4'8" wall recess, as shown in Exhibit 5, Sheet S9.

The equipment shall be completely or partially factory assembled, requiring a minimum of field erection work.

All connection material required to attach the equipment provided under these specifications to structures or other components shall be provided unless otherwise specified.

The Contractor shall be responsible for communicating to the gate Manufacturer all applicable portions of this specification.

Gate welding shall be in accordance with the gate subsupplier's standard practices and AWWA C561-21.

**14531.2.2 Type and Application**

Slide gates for preventing water flow shall be provided at the locations shown on the drawings or as otherwise acceptable to the Engineer. A 15' seating and unseating head shall be considered for design.

**14531.2.3 Construction**

Refer to AWWA C561-21.

**14531.2.4 Gate Position Indicators**

The gate shall be provided with one mechanically connected, externally mounted position indicator for local indication of gate position. The position indicator shall be acceptable to the Engineer.

**14531.2.5 Gate Operators**

The Slide gate operators shall be a hydraulic actuator.

<b>Gate Operator</b>	
Minimum Pressure Rating P.S.I	1500
Minimum Flow Rate, GPM	3
Number of actuations per hour	Average 7, Maximum 15
Actuation duration max, seconds	20
Orientation of Hydraulic Cylinder	Vertical
Hydraulic Fluid	ISO 32 or ISO 46
Force Required	To be determined by Slide Gate Supplier
Rod Length, in	To be determined by Slide Gate Supplier
Rod Diameter, in	To be determined by Slide Gate Supplier
Bore Diameter, in	To be determined by Slide Gate Supplier
Connection to Hydraulic Tubing	SAE O-Ring Boss (ORB)

EXHIBIT 3: ELECTRICAL SPECIFICATIONS,  
PREPARED BY BLACK & VEATCH CORPORATION, DATED 2/19/2024  
SECTION 16050

PART 1 - GENERAL

1. SCOPE

- A. This section covers the furnishing and installation of all equipment and materials needed for the electrical requirements of this Contract. It also covers conduit, wiring, and terminations for electrical equipment installed under Electrical Equipment Installation section.
- B. This section covers the installation and interconnection of electrical equipment furnished under other sections, except electrical items designated to be installed under those sections.

2. GENERAL

- A. Electrical apparatus on all equipment shall be installed complete and placed in readiness for proper operation.
- B. Electrical materials furnished and installed under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.
- C. Coordination
  - 1. Electrical work shall conform to the construction schedule and the progress of other trades.
- D. Anchor Bolts and Expansion Anchors
  - 1. All anchor bolts, nuts, washers, and expansion anchors shall match NEMA standard size bolt holes on motors and electrical equipment.
- E. Drawings
  - 1. Supplementing this section, the Drawings indicate locations of equipment and enclosures and provide one-line and schematic diagrams regarding the connection and interaction with other equipment.



### 3. CODES AND PERMITS

- A. All work shall be performed and materials shall be furnished in accordance with the NEC - National Electrical Code, the NESC - National Electrical Safety Code, and the following standards where applicable:

AEIC	The Association of Edison Illuminating Companies
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
Fed Spec	Federal Specification
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
NEIS	National Electrical Installation Standards
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
UL	Underwriters' Laboratories

- B. Equipment covered by this section shall be listed by UL, or by a nationally recognized third-party testing laboratory. All costs associated with obtaining the listing shall be the responsibility of Contractor. If no third-party testing laboratory provides the required listing, an independent test shall be performed at Contractor's expense. Before the test is conducted, Contractor shall submit a copy of the testing procedure to be used.

### 4. IDENTIFICATION.

#### A. Conduit

1. Conduits in manholes, handholes, building entrance pull boxes, junction boxes, and equipment shall be provided with identification tags. Identification tags shall be 19-gage stainless steel, with 1/2 inch stamped letters and numbers as indicated on the Drawings. Identification tags shall be attached to conduits with nylon tie wraps and shall be positioned to be readily visible.

#### B. Conductors

1. All conductors in power, control, and instrumentation circuits shall be identified and color coded as described herein.
2. Conductor Identification Number

- a. Except for lighting and receptacle circuits, each individual conductor in power, control, and instrumentation circuits shall be provided with wire identification markers at the point of termination.
  - b. The wire markers shall be of the heat-shrinkable tube type, with custom typed identification numbers.
  - c. The wire numbers shall be as indicated on the equipment manufacturer's drawings.
  - d. The wire markers shall be positioned to be readily visible for inspection.
3. Conductor Color Coding
- a. Power conductors shall be color coded as indicated below. For conductors 6 AWG and smaller, the color coding shall be the insulation finish color. For sizes larger than 6 AWG, the color coding may be by marking tape. The equipment grounding conductor shall be green or green with one or more yellow stripes if the conductor is insulated.
  - b. The following color-coding system shall be used:
    - 1) 120/240V single-phase — black, red, and white
    - 2) 120/208V, three-phase — black, red, blue, and white
    - 3) 120/240V, three-phase — black, orange, blue, and white
  - c. Where 120/240 and 120/208-volt systems share the same conduit or enclosure, the neutral for either the 120/240-volt system or the 208-volt system shall be white with a permanent identifiable violet stripe.
  - d. Control and instrumentation circuit conductors shall be color coded as indicated in the Cable Data Figures at the end of this section.

C. Circuit Breakers

1. Circuit breakers shall be provided with nameplates identifying related equipment. Nameplates shall be laminated black-over-white plastic, with 1/8 inch engraved letters, and shall be securely fastened to the circuit breakers.

D. Disconnect Switches

1. All switches shall have front cover-mounted permanent nameplates that include switch type, manufacturer's name and catalog number, and horsepower rating. An additional nameplate, engraved or etched, laminated black-over-white plastic, with 1/8 inch letters, shall be provided to identify the associated equipment. Both nameplates shall be securely fastened to the enclosure.

5. SUBMITTALS

A. Drawings and Data – General

1. Complete assembly, foundation, and installation drawings, together with complete engineering data covering the materials used, parts, devices, and accessories forming a part of the work performed by the Contractor, shall be submitted for review by the District. The drawings and data shall include, but shall not be limited to, the following:

- a. Drawings and data.
- b. Operating manuals.
- c. Samples.
- d. Test reports
- e. Studies

B. Submittal Details & Identification

1. Information covering all materials and equipment shall be submitted for review by the District. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment as follows:
  - a. Lamp fixture descriptive sheets shall show the fixture schedule letter, number, or symbol for which the sheet applies.
  - b. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies.
  - c. Sheets or drawings covering more than the item being considered shall have all inapplicable information crossed out.
  - d. A suitable notation shall identify equipment and materials descriptive literature not readily cross-referenced with the Drawings or Specifications.
  - e. Schematics and connection diagrams for all electrical equipment shall be submitted for review. A manufacturer's standard connection diagram or schematic showing more than one scheme of connection will not be accepted, unless it is clearly marked to show the intended connections.
  - f. Surge protective device submittals shall include drawings (including unit dimensions, weights, component and connection locations, mounting provisions, and wiring diagrams), equipment manuals that detail the installation, operation and maintenance instructions for the specified unit(s), and manufacturer's descriptive bulletins and product sheets.

C. Engineering and Testing Firm

1. Contractor shall submit the name and qualifications of the Engineering and Testing Services firm proposed to perform the protective device study and the on-site testing.

D. Cable and Conduit Submittal

1. Within 30 days after the Notice to Proceed, Contractor shall furnish a submittal for all types of cable and conduit to be provided. The submittal shall include the cable manufacturer and type, and sufficient data to indicate that the cable and conduit meet the specified requirements.

E. Cable Samples

1. In addition to the complete specifications and descriptive literature, a sample of the largest size of each type of cable shall be submitted for review before installation. Each sample shall include legible and complete surface printing of the cable identification.

## 6. PROTECTION AND STORAGE

- A. During construction, the insulation on all electrical equipment shall be protected against absorption of moisture, and metallic components shall be protected against corrosion by strip heaters, lamps, or other suitable means. This protection shall be provided immediately upon receipt of the equipment and shall be maintained continuously.

## PART 2 - PRODUCTS

### 1. CABLE

- A. All cables of each type (such as lighting cable or 600-volt power cable) shall be from the same manufacturer.
- B. All types of cable shall conform to the Cable Data Figures at the end of this section and as described herein.
- C. Lighting Cable
  - 1. Lighting cable (Figure 1-26 0511 THHN-THWN) shall be provided only in lighting and receptacle circuits operating at 277 volts or less. Lighting and receptacle circuits, 8 AWG [10 mm<sup>2</sup>] or larger, shall be as specified for 600 volt (Figure 3-26 0511THHN-THWN).
- D. 600 Volt Power Cable.
  - 1. Not used.
- E. Multiconductor Control Cable.
  - 1. When indicated on the Drawings, cable in control, indication and alarm circuits shall be multiconductor. Cable shall be Figure 7-26 05 11 14 AWG THHN-THWN.

### 2. RACEWAY

- A. Rigid Steel Conduit
  - 1. Rigid steel conduit shall be heavy wall, hot-dip galvanized, shall conform to NEMA C80.1, and shall be manufactured in accordance with UL 6.
- B. Liquidtight Flexible Metal Conduit
  - 1. Liquidtight flexible metal conduit shall be hot-dip galvanized steel, shall be covered with a moisture-proof polyvinyl chloride jacket, and shall be UL-labeled.
- C. Rigid Nonmetallic (PVC) Conduit

1. PVC conduit shall be heavy wall, Schedule 40, UL-labeled for aboveground and underground uses, and shall conform to NEMA TC-2 and UL 651.
- D. PVC-Coated Rigid Steel Conduit: Not Used
- E. Electrical Metallic Tubing (EMT). EMT shall be hot-dip galvanized, shall conform to NEMA C80.3, and shall be manufactured in accordance with UL 797.
- F. Rigid Aluminum Conduit (RAC). Rigid aluminium conduit and fittings shall be manufactured of 6063-T1 alloy, shall conform to ANSI C80.5, and shall be manufactured in accordance with UL 6A.
- G. PVC Coated Aluminum Rigid Conduit
1. Shall be listed to UL 6A and manufactured in accordance with ANSI C80.1.
  2. Electrical equipment and materials shall be new and comply with the latest codes and standards. No used, re-built, refurbished and/or re-manufactured electrical equipment and materials shall be furnished on this project.
  3. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7 and that is acceptable to authorities having jurisdiction.

### 3. WIRING DEVICES, BOXES, AND FITTINGS

- A. Concealed conduit systems shall have flush-mounted switches and convenience outlets. Exposed conduit systems shall have surface-mounted switches and convenience outlets.
- B. Conduit Boxes and Fittings
1. Galvanized or cadmium plated, threaded, malleable iron boxes and fittings shall be manufactured by Crouse-Hinds, Appleton, or O Z Gedney. In applications utilizing aluminum conduit systems, aluminum boxes and fittings manufactured by Crouse-Hinds, Appleton, or O Z Gedney shall be installed.
  2. Rigid PVC device boxes and fittings shall be manufactured by Carlon or Cantex.
  3. Sheet steel device boxes shall be manufactured by Appleton, Raco, or Steel City.
  4. PVC coated device boxes shall be manufactured by Calbond, Ocal, or Robroy Industries.
  5. Hub arrangements on threaded fittings shall be the most appropriate for the conduit arrangement to avoid unnecessary bends and fittings.

- C. Device Plates.
  - 1. Not used.
- D. Receptacles
  - 1. Not used.

#### 4. JUNCTION BOXES, PULL BOXES, AND WIRING GUTTERS

- A. Indoor boxes and gutters in corrosive areas indicated on the Drawings and outdoor boxes and gutters shall be NEMA Type 4X, ABS or stainless steel and shall be rigidly supported by PVC-coated or stainless-steel framing materials. Mounting hardware, which includes nuts, bolts, and anchors, shall be stainless steel. All damaged coatings shall be repaired according to the manufacturer's instructions.
- B. Bolt-on junction box covers 3 feet square or larger, or heavier than 25 lbs , shall have rigid handles. Covers larger than 3 by 4 feet shall be split.
- C. Where indicated on the Drawings, junction and pull boxes with a removable side opposite the underground conduits shall be provided over building ends of underground conduit banks. Boxes shall be sized in accordance with the National Electrical Code, including space for full size continuations of all underground conduits not originally continued. Conduit arrangement shall leave maximum space for future conduits.

#### 5. LIGHTING FIXTURES

- 1. Not used

#### 6. DISCONNECT SWITCHES

- A. Not used.

#### 7. PHOTOELECTRIC CONTROLS

- A. Not used.

#### 8. POWER PANELS.

- A. Unless otherwise specified, each power panel, with a neutral, shall be dead-front, 3 phase panelboard with circuit breakers, in accordance with the following:
- B. Cabinet. The panel shall have a flush-mounted or surface-mounted enclosure with a NEMA12 designation. The enclosure shall have a door with latch and lock. At the

completion of the Contract, a neatly printed or typed directory listing the panel and circuit identities shall be mounted inside the door.

- C. Circuit Breakers. Circuit breakers shall be thermal-magnetic, bolt-in, individually front replaceable, and shall indicate "On", "Off", and "Tripped". Breakers indicated as multiple-pole shall be common trip type. Breakers up to 240 volts shall have interrupting ratings not less than 10,000 amperes. Handle clips to prevent casual operation of breakers shall be provided for 10 percent (at least two) of the breakers and applied to the circuits directed.
- D. Buses. The panel shall have 3 phase buses, a neutral bus insulated from the cabinet, and a ground bus. Buses shall be copper, with ampere and voltage ratings and main lugs or breakers as indicated. The ground bus shall be similar to a neutral bus and shall have a good ground connection to the cabinet, a removable bond to the neutral bus, clamp type lugs for the ground cable in each supply conduit, and connections for a ground cable in each load conduit.

## 9. SURGE PROTECTIVE DEVICES.

- A. Scope. Surge protective devices (SPD) shall be provided as specified herein. Each unit shall be designed for parallel connection to the wiring system and shall utilize non-linear voltage-dependent metal oxide varistors (MOV) in parallel.
- B. Each SPD shall be furnished and installed for the electrical equipment indicated on the Drawings or as specified herein. All new lighting and power panels shall be furnished with an integral SPD.
- C. Lighting panels shall be rated for the low exposure level capacity unless otherwise noted.
- D. Power panels shall have SPD's rated for a medium-high exposure levels.
- E. Standards. The specified unit shall be designed, manufactured, tested and installed in compliance with the following standards:

ANSI/IEEE C62.41 and C62.45;

ANSI/IEEE C62.1 and C62.11;

IEEE C62.62;

National Electrical Manufacturers Association (NEMA LS1 Guidelines);

National Fire Protection Association (NFPA 20, 70 [NEC], 75, and 780);

Underwriters Laboratories UL 1449 and 1283

The unit shall be UL 1449 Listed as a Type 2 Surge Protective Device and UL 1283 Listed as an Electromagnetic Interference (EMI) Filter.

F. Environmental Requirements.

- a. Operating Temperature: 0°F to +140°F [-18°C to +60°C].
- b. Relative Humidity: Reliable operation with 5 percent to 95 percent non-condensing.

G. Electrical Requirements.

- a. Unit Operating Voltage. The nominal unit operating voltage and configuration shall be as indicated on the Drawings.
- b. Maximum Continuous Operating Voltage (MCOV). The SPD shall be designed to withstand a MCOV of not less than 115 percent of nominal RMS voltage.
- c. Operating Frequency. Operating frequency range shall be 47 to 63 Hertz.
- d. Protection Modes. Four-wire configured systems shall provide, Line-to-Neutral (L-N), Line-to-Ground (L-G), and Neutral-to-Ground (N-G), and Line-to-Line (L-L) protection. Three-wire configured systems shall provide, Line-to-Line (L-L) protection and Line-to-Ground (L-G) protection.
- e. Rated Single Pulse Surge Current Capacity. The rated single pulse surge current capacity, in amps, for each mode of protection of the unit shall be as required and shall be no less than listed in the following table.

	L-N	L-G	N-G	L-L
High Exposure Level	120 kA	120 kA	120 kA	120 kA
Medium-High Exposure Level	100 kA	100 kA	100 kA	100 kA
Medium Exposure Level	80 kA	80 kA	80 kA	80 kA
Low Exposure Level	60 kA	60 kA	40 kA	60 kA

- f. UL 1449 Voltage Protection Rating (VPR). The maximum VPR per mode for the device (inclusive of disconnect) shall be as required and shall not exceed the following:

Voltage	L-N	L-G	N-G	L-L
120/240 1-phase	800 V	800 V	800 V	1200 V
120/208 3-phase	800 V	800 V	800 V	1200 V
240 V 3W		800 V		1500 V
240 V 4W	800 V	800 V	800 V	1500 V

- g. Noise Attenuation. The unit shall be capable of a minimum -30 dB attenuation at 100kHz when tested per the 50-ohm insertion loss method as defined by MIL-STD-220C.
- h. Nominal Discharge Current. Each SPD shall have a nominal discharge current rating of 20 kA.



- i. Overcurrent Protection. At high and medium-high exposure levels, the SPD shall incorporate internal fusing capable of interrupting, at minimum, up to 200 kA symmetrical fault current with 600 volts ac applied.  
  
At medium and low exposure levels, the SPD shall incorporate internal fusing capable of interrupting, at minimum, up to 65kA symmetrical fault current with 600 volts ac applied.  
  
The device shall be capable of allowing passage of the rated maximum surge current for every mode without fuse operation.
- j. Unit Status Indicators. The unit shall include long-life, externally visible phase indicators that monitor the on-line status of the unit. When furnished integral to the panelboard, the status indicators shall be viewable when the panelboard door is opened.

H. Installation. Each SPD shall be installed according to the manufacturer's recommendations. If possible, for the integral units, provide direct bus connections.

I. Miscellaneous.

- a. Disconnect Switch. Not used.
- b. Enclosure. For the SPD units to be mounted externally of the protected electrical equipment, provide NEMA rated enclosures suitable for the locations indicated on the Drawings.
- c. Dual Form "C" Dry Contacts. Not used.

## PART 3 - EXECUTION

### 1. INSTALLATION, TESTING, AND COMMISSIONING

- A. All material, equipment, and components specified herein shall be installed, tested, and commissioned for operation in compliance with NECA 1000 – NEIS Specification System. Where required in NECA 1000, testing and commissioning procedures shall be followed prior to energizing equipment.

### 2. CABLE INSTALLATION

- A. General
- B. Except as otherwise specified or indicated on the Drawings, cable shall be installed according to the following procedures, taking care to protect the cable and to avoid kinking the conductors, cutting or puncturing the jacket, contamination by oil or grease,

or any other damage. Circuits to supply electric power and control to equipment and devices, communication and signal circuits as indicated on the one-line diagrams shall be installed continuous and may not be spliced unless approved by the Engineer.

1. Stranded conductor cable shall be terminated by lugs or pressure type connectors. Wrapping stranded cables around screw type terminals is not acceptable.
2. Stranded conductor cable shall be spliced by crimp type connectors. Twist-on wire connectors may only be used for splicing solid cable and for terminations at lighting fixtures.
3. Splices may be made only at readily accessible locations.
4. Cable terminations and splices shall be made as recommended by the cable manufacturer for the particular cable and service conditions.
5. Cable shall not be pulled tight against bushings nor pressed heavily against enclosures.
6. Cable-pulling lubricant shall be compatible with all cable jackets; shall not contain wax, grease, or silicone; and shall be Polywater "Type J".
7. Where necessary to prevent heavy loading on cable connections, in vertical risers, the cable shall be supported by Kellems, or equal, woven grips.
8. Spare cable ends shall be taped, coiled, and identified.
9. Cables shall not be bent to a radius less than the minimum recommended by the manufacturer. For cables rated higher than 600 volts, the minimum radius shall be 8 diameters for non-shielded cable and 12 diameters for shielded cable.
10. All cables in one conduit, over 1 foot long, or with any bends, shall be pulled in or out simultaneously.
11. Circuits to supply electric power and control to equipment and devices are indicated on the one-line diagrams. Conductors in designated numbers and sizes shall be installed in conduit of designated size. Circuits shall not be combined to reduce conduit requirements unless acceptable to Engineer.
12. Instrument cable shields and drain wires shall be continuous over the entire length of the circuit and grounded at one end only. In general, the field end of the shield shall be ungrounded. At the ungrounded termination of the circuit, the shield and drain wire shall be insulated by taping to prevent grounding.

### 3. RACEWAY INSTALLATION

- A. Contractor shall be responsible for routing all raceway. This shall include all conduits indicated on the one-lines, riser diagrams, and home-runs shown on the plan Drawings. Conduits shall be routed as defined in these Specifications. Where conduit

routing is shown on plans, it shall be considered a general guideline and shall be field verified to avoid interferences.

B. Except as otherwise specified or indicated on the Drawings, conduit installation and identification shall be completed according to the following procedures.

C. Installation of Interior and Exposed Exterior Conduit

1. This section covers the installation of conduit inside structures, above and below grade, and in exposed outdoor locations. In general, conduit inside structures shall be concealed. Large conduit and conduit stubs may be exposed unless otherwise specified or indicated on the Drawings. No conduit shall be exposed in water chambers unless so indicated on the Drawings.
2. Unless otherwise indicated on the Drawings, Contractor shall be responsible for routing the conduit to meet the following installation requirements:
  - a. Conduit installed in all exposed indoor locations, except corrosive areas indicated on the Drawings, and in floor slabs, walls, and ceilings of hazardous (classified) locations, shall be rigid aluminum. Exposed conduit shall be rigidly supported by aluminum hardware and framing materials, including nuts and bolts.
  - b. Conduit installed in floor slabs and walls in non-hazardous locations shall be rigid Schedule 40 PVC.
  - c. Conduit installed in all exposed outdoor locations shall be rigid aluminum conduit, rigidly supported by aluminum framing materials. Mounting hardware, which includes nuts, bolts, and anchors, shall be aluminum.
  - d. Final connections to dry type transformers, to motors without flexible cords, and to other equipment with rotating or moving parts shall be liquidtight flexible metal conduit with watertight connectors installed without sharp bends and in the minimum lengths required for the application, but not longer than 6 feet unless otherwise acceptable to Engineer.
  - e. Not used.
  - f. Exposed conduit shall be installed either parallel or perpendicular to structural members and surfaces.
  - g. Two or more conduits in the same general routing shall be parallel, with symmetrical bends.
  - h. Conduits shall be at least 6 inches from high temperature piping, ducts, and flues.
  - i. Conduit installed in corrosive chemical feed and storage areas as indicated by Area Type on the Drawings shall be rigid Schedule 80

PVC. Exposed conduit in corrosive areas shall be supported by FRP framing materials with stainless steel hardware, including nuts and bolts.

- j. Rigid Schedule 40 and 80 PVC conduit shall have supports and provisions for expansion as required by NEC Article 352.
- k. Metallic conduit connections to sheet metal enclosures shall be securely fastened by locknuts inside and outside.
- l. Rigid Schedule 40 and 80 PVC conduit shall be secured to sheet metal device boxes using a male terminal adapter with a locknut inside or by using a box adapter inserted through the knockout and cemented into a coupling.
- m. Conduits in walls or slabs, which have reinforcement in both faces, shall be installed between the reinforcing steel. In slabs with only a single layer of reinforcing steel, conduits shall be placed under the reinforcement. Conduits larger than 1/3 of the slab thickness shall be concrete encased under the slab.
- n. Conduits that cross structural joints where structural movement is allowed shall be fitted with concretetight and watertight expansion/deflection couplings, suitable for use with metallic conduits and rigid Schedule 40 or 80 PVC conduits. The couplings shall be Appleton Type DF, Crouse-Hinds Type XD, or O-Z Type DX.
- o. Conduit shall be clear of structural openings and indicated future openings.
- p. Conduits through roofs or metal walls shall be flashed and sealed watertight.
- q. Conduit installed through any openings cut into non-fire rated concrete or masonry structure elements shall be neatly grouted. Conduit penetrations of fire rated structure elements shall be sealed in a manner that maintains the fire rating as indicated on the Architectural Drawings.
- r. Conduits shall be capped during construction to prevent entrance of dirt, trash, and water.
- s. Exposed conduit stubs for future use shall be terminated with galvanized pipe caps.
- t. Concealed conduit for future use shall be terminated in equipment or fitted with couplings plugged flush with structural surfaces.

- u. Where the Drawings indicate future duplication of equipment wired hereunder, concealed portions of conduits for future equipment shall be provided.
- v. Horizontal conduit shall be installed to allow at least 7 feet of headroom, except along structures, piping, and equipment or in other areas where headroom cannot be maintained.
- w. Conduit shall not be routed across the surface of a floor, roof, or walkway unless approved by Engineer.
- x. PVC-coated rigid steel conduit shall be threaded and installed as recommended by the conduit manufacturer's installation procedure using appropriate tools.
- y. All conduits that enter enclosures shall be terminated with acceptable fittings that will not affect the NEMA rating of the enclosure.
- z. Conduit which turns out of concrete slabs or walls, shall be connected to a 90-degree elbow of PVC-coated rigid steel conduit before it emerges. Conduits shall have PVC-coated rigid steel coupling embedded a minimum of 3 inches when emerging from slabs or walls and the coupling shall extend 2 inches from the wall.
- aa. Not used.
- ab. Power conductors to and from adjustable frequency drives shall be installed in steel conduit.

#### D. Underground Conduit Installation

1. All excavation, backfilling, and concrete work shall conform to the respective sections of these Specifications. Underground conduit shall conform to the following requirements:
  - a. All underground conduits shall be concrete encased unless indicated otherwise on the Drawings. Concrete encasement within 15 feet of building entrances, under and within 5 feet of roadways, and within 10 feet of indicated future excavations shall be reinforced as detailed on the Drawings.
  - b. Concrete encased conduit shall be schedule 40 PVC. Conduits shall have PVC-coated rigid steel coupling embedded a minimum of 3 inches when emerging from walls and the coupling shall extend 2 inches from the wall. All PVC joints shall be solvent welded in accordance with the recommendations of the manufacturer.
  - c. Concrete encasement on exposed outdoor conduit risers shall continue to 6 inches above grade, with top crowned and edges chamfered.
  - d. Conduit and concrete encasement installed underground for future extension shall be terminated flush at the bulkhead with a coupling and a screw plug. The termination of the duct bank shall be reinforced with bars 100 diameters long that shall be terminated 2 inches from the bulkhead.

Matching splice bars shall be 50 bar diameters long. Each longitudinal bar shall be provided with a Lenton "Form Saver" coupler and plate or a Dayton "Superior DBR" coupler at the bulkhead. The coupler shall be threaded to accept a dowel of like diameter in the future. Threads shall be protected with screw-in plastic caps. A 1-3/4 by 3/4 inch deep horizontal shear key shall be formed in the concrete encasement above and below the embedded conduits. After concrete placement, conduit and bar connector ends shall be cleaned and coated with two coats of thixotropic coal tar.

- e. Underground conduits indicated not to be concrete encased shall be rigid Schedule 40 PVC.
- f. Underground conduit bend radius shall be at least 2 feet at vertical risers and at least 3 feet elsewhere.
- g. Underground conduits and conduit banks shall have at least 2 feet of earth cover, except where indicated otherwise.
- h. Underground nonmetallic conduits, which turn out of concrete or earth in outdoor locations, shall be connected to 90-degree elbows of PVC-coated rigid steel conduit before they emerge.
- i. Conduits not encased in concrete and passing through walls, which have one side in contact with earth, shall be sealed watertight with special rubber-gasketed sleeve and joint assemblies or with sleeves and modular rubber sealing elements.
- j. Underground conduits shall be sloped to drain from buildings to manholes.

#### E. Sealing of Conduits

- 1. After cable has been installed and connected, conduit ends shall be sealed by forcing nonhardening sealing compound into the conduits to a depth at least equal to the conduit diameter. This method shall be used for sealing all conduits at handholes, manholes, and building entrance junction boxes, and for 1 inch and larger conduit connections to equipment.
- 2. Conduits entering chlorine feed and storage rooms shall be sealed in a junction box or conduit body adjacent to the point of entrance.
- 3. Conduits entering hazardous (classified) areas and submersible or explosion proof enclosures shall have Appleton "Type ESU" or Crouse-Hinds "EYS" sealing fittings with sealing compound.

#### F. Reuse of Existing Conduits

- 1. Existing conduits may be reused subject to the concurrence of Engineer and compliance with the following requirements:
  - a. A wire brush shall be pulled through the conduit to remove any loose debris.
  - b. A mandrel shall be pulled through the conduit to remove sharp edges and burrs.

#### 4. WIRING DEVICES, BOXES, AND FITTINGS INSTALLATION

A. Metallic and nonmetallic conduit boxes and fittings shall be installed in the following locations:

B. Conduit Boxes and Fittings

1. Galvanized or cadmium plated, threaded, malleable iron boxes and fittings shall be installed in concrete walls, ceilings, and floors; in the outdoor faces of masonry walls; and in all locations where weatherproof device covers are required. These boxes and fittings shall also be installed in exposed rigid steel and intermediate metal conduit systems.
2. Galvanized or cadmium plated sheet steel boxes shall be installed in the indoor faces of masonry walls, in interior partition walls, and in joist supported ceilings.
3. Rigid PVC device boxes shall be installed in exposed nonmetallic conduit systems.
4. PVC coated boxes and fittings shall be installed in PVC coated conduit systems.
5. Telephone conduit shall be provided with separate junction boxes and pull fittings.

C. Device Plates

1. Not used.

D. Receptacles

1. Not used.

#### 5. EQUIPMENT INSTALLATION

A. Except as otherwise specified or indicated on the Drawings, the following procedures shall be used in performing electrical work.

B. Setting of Equipment

1. All equipment, boxes, and gutters shall be installed level and plumb. Boxes, equipment enclosures, metal raceways, and similar items mounted on water- or earth-bearing walls shall be separated from the wall by at least 1/4 inch thick corrosion-resistant spacers. Where boxes, enclosures, and raceways are installed at locations where walls are not suitable or available for mounting, concrete equipment pads, framing material, and associated hardware shall be provided.

C. Sealing of Equipment

1. All outdoor equipment shall be permanently sealed at the base, and all openings into equipment shall be screened or sealed with concrete grout to keep out rodents and insects the size of wasps and mud daubers. Small cracks and openings shall

be sealed from inside with silicone sealant, Dow-Corning "795" or General Electric "SCS1200".

## 6. GROUNDING

### A. General

1. The electrical system and equipment shall be grounded in compliance with the National Electrical Code and the following requirements:
  - a. All ground conductors shall be at least 12 AWG soft drawn copper cable or bar, bare or green-insulated in accordance with the National Electrical Code.
  - b. Ground cable splices and joints, ground rod connections, and equipment bonding connections shall meet the requirements of IEEE 837 and shall be exothermic weld connections or irreversible high-compression connections, Cadweld "Exothermic" or Burndy "Hyground". Mechanical connectors will not be acceptable. Cable connections to bus bars shall be made with high-compression two-hole lugs.
  - c. Ground cable through exterior building walls shall enter within 3 feet below finished grade and shall be provided with a water stop. Unless otherwise indicated, installation of the water stop shall include filling the space between the strands with solder and soldering a 12 inch copper disc over the cable. The copper disc shall be installed on the exterior of the wall and shall be a minimum thickness of 12 gauge and have a diameter that is a minimum of 2 inch larger than the diameter of the core hole that the ground cable passes through. The copper disc shall be soldered to the ground cable and caulk shall be applied around the outside edge of the copper disc where it adjoins the exterior wall.
  - d. Ground cable near the base of a structure shall be installed in earth and as far from the structure as the excavation permits, but not closer than 24 inches. The tops of ground rods and ground cable interconnecting ground rods shall be buried a minimum of 30 inches below grade, or below the frost line, whichever is deeper.
  - e. All powered equipment, including lighting fixtures and receptacles, shall be grounded by a copper ground conductor in addition to the conduit connection.
  - f. Ground connections to equipment and ground buses shall be made with copper or high conductivity copper alloy ground lugs or clamps. Connections to enclosures not provided with ground buses or ground terminals shall be made with irreversible high-compression type lugs inserted under permanent assembly bolts or under new bolts drilled and inserted through enclosures, other than explosion proof enclosures, or by grounding locknuts or bushings. Ground cable connections to anchor bolts; against gaskets, paint, or varnish; or on bolts holding removable access covers will not be acceptable.



- g. The grounding system shall be bonded to the station piping by connecting to the first flange inside the building, on either a suction or discharge pipe, with a copper bar or strap. The flange shall be drilled and tapped to provide a bolted connection.
- h. Ground conductors shall be routed as directly as possible, avoiding unnecessary bends. Ground conductor installations for equipment ground connections to the grounding system shall have turns with minimum bend radii of 12 inches .
- i. Ground rods not described elsewhere shall be a minimum of 3/4 inch in diameter by 10 feet long, with a copper jacket bonded to a steel core.
- j. Test wells and covers for non-traffic areas shall be molded high density polyethylene. Test wells for traffic areas shall be precast concrete construction rated for traffic duty with concrete or cast-iron covers.

#### B. Grounding System Resistance

- 1. The ground system resistance shall comply with National Electrical Code.
- 2. The grounding system design depicted on the Contract Drawings is the minimum design required for each building or structure. Each system shall comply with the maximum resistance of 25 ohms to ground. Contractor shall confirm the system grounding resistance with the results of the testing specified herein. Systems exceeding the maximum resistance specified shall be supplemented with additional grounding provisions and retested until the maximum specified resistance is achieved.

#### C. Grounding System Testing

- 1. The grounding system of each new structure and each existing building or structure indicated below, shall be tested to determine the resistance to earth. Testing shall be performed by an independent electrical or grounding system testing organization. Testing shall be completed after not less than three full days without precipitation and without any other moistening or chemical treatment of the soil.
- 2. Existing Grounding Systems
  - a. Grounding systems of each existing building or structure indicated shall be tested for resistance to earth.
  - b. Where existing grounding systems can be isolated from the building power service or utility power service a three-point fall of potential test shall be completed as indicated above. Where isolation of the building grounding system is not practical, a clamp-on resistance test will be an acceptable alternative. Clamp-on resistance testing shall be completed utilizing a ground resistance tester specifically designed for clamp on resistance testing, such as the AEMC "Model 3711". Clamp-on resistance measurements shall be taken at the service side of the service entrance

neutral, upstream of the neutral to ground bonding connection to ensure a single path between the grounding system and the utility reference.

## 7. LIGHTING FIXTURE INSTALLATION

- A. Not used.

## 8. MODIFICATIONS TO EXISTING EQUIPMENT

- A. Modifications to existing equipment shall be completed as specified herein and indicated on the Drawings. All existing facilities shall be kept in service during construction. Temporary power or relocation of existing power and control wiring, equipment, and devices shall be provided as required during construction. Electrical power interruptions will only be allowed where agreed upon in advance with the District, and scheduling at times of low demand may be required.
- B. Demolition
  - 1. Unless otherwise specified or indicated on the Drawings, all cable and all exposed conduit for power and control signals of equipment indicated to be removed shall be demolished. Conduit supports and electrical equipment mounting hardware shall be removed, and holes or damage remaining shall be grouted or sealed flush. Conduit partially concealed shall be removed where exposed and plugged with expanding grout flush with the floor or wall. Repairs shall be refinished to match the existing surrounding surfaces`.

End of Section

**STANDARD SPECIFICATIONS**

REFERENCE: UL 83, ICEA S-95-658 (NEMA WC70).

CONDUCTOR: Solid, uncoated copper. Maximum operating temperature 90°C dry, 75°C wet.

INSULATION: Polyvinyl chloride, UL 83, Type THHN and THWN, ICEA S-95-658.

SHIELD: None.

JACKET: Conductor: Nylon, 4 mils (100 µm) minimum thickness, UL 83.

FACTORY TESTS: Cable shall meet the requirements of UL 83 for Type THHN and THWN.

**Cable Details**

Size		Number of Strands	Conductor Insulation Thickness*		Maximum Outside Diameter	
AWG or kcmil	mm <sup>2</sup>		in.	µm	in.	mm
12	4.0	1	0.015	380	0.17	4.32
10	6.0	1	0.020	510	0.20	5.08

\*The average thickness shall be not less than that indicated above. The minimum thickness shall not be less than 90 percent of the values indicated above.

A durable marking shall be provided on the surface of the cable at intervals not exceeding 24 inches (600 mm). Marking shall include manufacturer's name, THWN or THHN, conductor size, and 600 volt.

**600 Volt, Single Conductor Lighting Cable (600-1-PVC-THHN-THWN)**

**BLACK & VEATCH**

**Cable Data**

**Figure 1-26 05 11**

**STANDARD SPECIFICATIONS**

REFERENCE: UL 83, ICEA S-95-658 (NEMA WC 70).

CONDUCTOR: Stranded, uncoated copper. Maximum operating temperature 90°C dry, 75°C wet.

INSULATION: Polyvinyl chloride, UL 83, Type THHN and THWN, ICEA S-95-658.

SHIELD: None.

JACKET: Conductor: Nylon, 4 mils (100 μm) minimum thickness, UL 83.

FACTORY TESTS: Cable shall meet the requirements of UL 83 for Type THHN and THWN.

**Cable Details**

Size		Number of Strands	Conductor Insulation Thickness*		Maximum Outside Diameter	
AWG or kcmil	mm <sup>2</sup>		in.	μm	in.	mm
14	2.5	19	0.015	381	0.12	3.05
12	4.0	19	0.015	381	0.14	3.56
10	6.0	19	0.020	508	0.17	4.32
8	10.0	19	0.030	762	0.23	5.84
6	16.0	19	0.030	762	0.26	6.60
4	25.0	19	0.040	1016	0.33	8.38
2	35.0	19	0.040	1016	0.39	9.91
1	40.0	19	0.050	1270	0.44	11.18
1/0	50.0	19	0.050	1270	0.50	12.70
2/0	70.0	19	0.050	1270	0.54	13.72
4/0	95.0	19	0.050	1270	0.66	16.76
250	120.0	37	0.060	1520	0.72	18.29
350	185.0	37	0.060	1520	0.83	21.08
500	300.0	37	0.060	1520	0.96	24.38
750	400.0	61	0.070	1780	1.17	29.72
1,000	500.0	61	0.070	1780	1.32	33.53

\*The average thickness shall be not less than that indicated above. The minimum thickness shall be not less than 90 percent of the values indicated above.

A durable marking shall be provided on the surface of the cable at intervals not exceeding 24 inches (600 mm). Marking shall include manufacturer's name, THWN or THHN, conductor size, and 600 volt.

**600 Volt, Single Conductor Power Cable (600-1-PVC-THHN-THWN)**

**BLACK & VEATCH**

**Cable Data**

**Figure 3-26 0511**

**STANDARD SPECIFICATIONS**

REFERENCE: UL 83, UL 1277, ICEA S-73-532, ICEA S-58-679.

CONDUCTOR: 14 AWG (2.5 mm<sup>2</sup>), 7 or 19 strands, concentric-lay, uncoated copper. Maximum operating temperature 90°C dry, 75°C wet.

INSULATION: Polyvinyl chloride, not less than 15 mils (380 μm) average thickness; 13 mils (330 μm) minimum thickness, UL 83, Type THHN and THWN.

SHIELD: None.

JACKET: Conductor: Nylon, 4 mils (100 μm) minimum thickness, UL 83.  
Cable assembly: Black, flame-retardant polyvinyl chloride, UL 1277, applied over tape-wrapped cable core.

CONDUCTOR IDENTIFICATION: ICEA S-58-679, Method 1, Table 2 or ICEA S-58-679, Method 3, Table 2. White or green conductors shall not be provided.

FACTORY TESTS: Insulated conductors shall meet the requirements of UL 83 for Type THHN-THWN. Assembly jacket shall meet the requirements of UL 1277. Cable shall meet the flame test requirements of UL 1277 for Type TC power and control tray cable.

**Cable Details**

Number of Conductors	Assembly Jacket Thickness*		Maximum Outside Diameter	
	in.	μm	in.	mm
2	0.045	1140	0.38	9.65
3	0.045	1140	0.39	9.91
4	0.045	1140	0.44	11.18
5	0.045	1140	0.46	11.68
7	0.045	1140	0.49	12.45
9	0.045	1140	0.61	15.49
12	0.060	1520	0.66	16.76
19	0.060	1520	0.77	19.56
24	0.060	1520	0.93	23.62
30	0.080	2030	0.98	24.89
37	0.080	2030	1.05	26.67

\*The average thickness shall be not less than that indicated above. The minimum thickness shall be not less than 80 percent of the values indicated above.

A durable marking shall be provided on the surface of the cable at intervals not exceeding 24 inches (600 mm). Marking shall include manufacturer's name, Type TC, Type THWN or THHN, conductor size, number of conductors, and voltage class.

**600 Volt, Multiconductor 14 AWG (2.5 mm<sup>2</sup>) Control Cable (600-MULTI-THHN-THWN)**

<b>BLACK &amp; VEATCH</b>	<b>Cable Data</b>	<b>Figure 7-26 05 11</b>
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Exhibit 4: Electrical Equipment Installation Specifications  
Prepared by Black & Veatch Corporation, dated 2/19/2024  
SECTION 16100

PART 1 - GENERAL

1-1. SCOPE. This section covers the installation of electrical equipment.

1-2. GENERAL. Equipment specified to be installed under this section shall be erected and placed in proper operating condition in full conformity with Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

The electrical equipment identified as being provided by others will be furnished complete for installation by Contractor. Technical specifications under which the equipment will be purchased are available.

1-2.01. Coordination. When manufacturer's field services are provided by the equipment manufacturer, Contractor shall coordinate the services with the equipment manufacturer. Contractor shall give Engineer written notice at least 14 days prior to the need for manufacturer's field services furnished by others.

Submittals for equipment furnished under the original procurement contract will be furnished to Contractor upon completion of review by Engineer. Contractor shall review equipment submittals and coordinate with the requirements of the Work and the Contract Documents. Contractor accepts sole responsibility for determining and verifying all quantities, dimensions, and field construction criteria.

1-3. DELIVERY, STORAGE, AND HANDLING.

1-3.01. Delivery. When sills are required for electrical equipment, they shall be shipped ahead of the scheduled equipment delivery to permit installation before concrete is placed.

1-3.02. Storage. Upon delivery, all equipment and materials shall immediately be stored and protected by Contractor in accordance with manufacturer's written instructions, until installed in the Work. Equipment shall be protected by Contractor against damage and exposure from the elements. At no time shall the equipment be stored on earth or grass surfaces or come into contact with earth or grass. Contractor shall always keep the equipment clean and dry. Openings shall be plugged or capped (or otherwise sealed by packaging) during temporary storage.

1-3.03. Handling. Electrical equipment shall be moved by lifting, jacking, or skidding on rollers as described in the manufacturer's instructions. Special lifting harness or apparatus shall be used when required. Lifting and jacking points shall be used when identified on the equipment. Contractor shall have required unloading equipment on site to perform unloading work on the date of equipment delivery.

## PART 2 - PRODUCTS

Not used.

## PART 3 - EXECUTION

3-1. INSTALLATION, TESTING, AND COMMISSIONING. All installation work shall be in accordance with manufacturer's written instructions.

All material, equipment, and components specified to be installed according to this section shall be installed, tested, and commissioned for operation in compliance with NECA 1000 – NEIS Specification System. Where required in NECA 1000, testing and commissioning procedures shall be followed prior to energizing equipment.

Electrical equipment cubicles and vertical sections shall be installed plumb and level. Draw-out equipment carriages, circuit breakers, and other removable components shall operate free and easy without binding or distortion.

3-1.01. Cleaning. All deposits of oil, grease, mud, dirt or debris shall be cleaned from the electrical equipment following installation and field wiring. A detergent water-based solution, or other liquid cleaners not harmful to material or equipment finishes, shall be used as recommended by the manufacturer.

End of Section

## ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$2,000,000 for personal injury, bodily injury, and property damage, with a(n) project aggregate of \$4,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability. \$500,000 combined single limit.**
- (d) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (e) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (f) **Pollution/Environmental Impairment Liability Coverage**
  - (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
  - (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

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



ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Anne Elise Wester, Project Manager

CONTRACT NUMBER: 39422

CONTRACT TITLE: Burrell Lock Rehabilitation

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

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

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

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

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

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

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Anne Elise Wester, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Amy Lucey, District Procurement Specialist

c: Contract file  
Financial Services

ATTACHMENT D – SAMPLE FORMS

Contract Number: \_\_\_\_\_

CONTRACTOR’S AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me the undersigned authority personally appeared \_\_\_\_\_  
who being sworn, deposes and says as follows:

1. I am the \_\_\_\_\_ (title of affiant), of \_\_\_\_\_ (name of contractor’s business), which does business in the State of Florida, hereinafter referred to as the “Contractor.”
2. Contractor, pursuant to the contract referenced above, (the “Contract”) with the St. Johns River Water Management District, (the “District”), has furnished or caused to be furnished labor, material, and services for the construction of certain improvements as more particularly set forth in the Contract
3. That all work to be performed under the Contract has been fully completed in accordance with the Contract documents.
4. That all laborers, subcontractors, material suppliers, and materialmen, used directly or indirectly in the prosecution of the work covered under this Contract, have been paid in full by the Contractor in accordance with section 218.735, Florida Statutes.
5. All taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax), as amended, have been paid and discharged.
6. That there are no suits pending against the Contractor or anyone in connection with the work done and materials furnished or otherwise under this Contract.
7. Contractor has provided the District with all releases of labor and material cost liens arising from Contractor’s performance of the work covered by this Contract, including Contractor and any subcontractor(s), and that the releases and receipts include all labor and material cost for which a lien could be filed.
8. This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the District under Florida law, Contractor expressly agrees to indemnify, defend and hold harmless, release, and forever discharge the District from any and all liabilities, damages, losses, and cost, including reasonable attorney’s fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through Contractor in connection with the work performed under the Contract.
9. Contractor makes this Affidavit for the express purpose of inducing the District to make final disbursement and payment to Contractor.

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Contractor Title

Subscribed and sworn to before me by means of  physical presence or  online notarization this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature  
My Commission expires: \_\_\_\_\_

CONSENT OF SURETY TO COMPANY TO FINAL PAYMENT

PROJECT: BURRELL LOCK REHABILITATION  
BID NUMBER: IFB 39422  
TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
CONTRACT FOR: BURRELL LOCK REHABILITATION

CONTRACT DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

We, the \_\_\_\_\_, duly authorized to do  
(type or print name of Surety)

Business under the laws of Florida, having heretofore executed a performance and payment bond for the Contractor covering the contract described above, hereby consent to the St. Johns River Water Management District (District) making full payment of the final payment, including the retained percentage, to the Contractor.

It is fully understood that consenting to the District making the final payment to the Contractor and/or its assignee shall not relieve this surety company of any of its obligations under its bond.

IN WITNESSWHEREOF, the \_\_\_\_\_, has caused  
(type or print name of Surety)

this instrument to be executed by its President, Chief Executive Officer, or duly authorized Attorney-In-Fact and its corporate seal to be hereto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

**(AFFIX SEAL)**  
(Not required when Surety Signature  
is digital)

\_\_\_\_\_  
SURETY COMPANY

BY: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ to me well known or who has produced \_\_\_\_\_ as identification as the person described in and who executed the foregoing instrument in the name of \_\_\_\_\_ and \_\_\_\_\_ acknowledged that he/she executed said instrument in the name of said surety as its \_\_\_\_\_ for the purposes therein expressed and that he/she has due and legal authority to execute the same on behalf of said surety.

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature  
My Commission expires: \_\_\_\_\_

ATTACHMENT E — DISTRICT'S SUPPLEMENTAL WORK ALLOWANCE AUTHORIZATION  
(sample)

**Date:**  
**To:** Project Manager

**Project Manager:** Anne Elise Wester, Project Manager  
**Contract Number:** 39422  
**Contract Title:** Burrell Lock Rehabilitation  
**SWA Amount:** **SWA Number:**

**This form serves as written District approval to release supplemental work allowance funds to address changes to quantities, unforeseen site conditions, or changes to the work, as indicated below.**

- 1. Modification Description (include amount of SWA funds released):**
- 2. Reason for Modification:**
- 3. Special Notes:**

The Work shall be carried out in accordance with the Contract Documents without change in the Contract Total Compensation or Contract Term.

The Work is authorized to proceed on the date this SWA Authorization is executed by the District. Commencement of the work authorized herein prior to execution of this SWA Authorization by Contractor constitutes acceptance of all terms and conditions of this SWA Authorization. Payment will not be made until this SWA Authorization has been signed by Contractor.

Approved: \_\_\_\_\_  
Anne Elise Wester, District Project Manager

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

Approved: \_\_\_\_\_  
District Approval (per Administrative Directive 411)

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

Acknowledged: \_\_\_\_\_  
Amy Lucey, District Sr. Procurement Specialist

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

**Contractor's acceptance:**

Approved: \_\_\_\_\_  
Authorized Representative for Contractor

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

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

c: Contract file  
Financial Services