

Meeting Date  
**December 19, 2017**



Revision	
AGENDA	
Section	Consent
Item No.	<b>II A 1</b>

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Mosquito Impoundment Dike Repairs – Utilization of St. Johns River Water Management District Annual Civil Works Construction Services Contract, and Brevard County Public Works Road Construction Materials Contract
DEPT/OFFICE:	Mosquito Control

**Requested Action:**

It is requested that the Board authorize the Chairman to execute a contract with Perry Construction Company, Inc. and Hartman Civil Construction Company, Inc. (A Joint Venture) for Mosquito impoundment dike repairs and authorize the use of Reserves and future budget actions required to complete the repairs.

**Summary Explanation & Background:**

During Hurricanes Matthew and Irma, mosquito impoundment dikes – maintained and operated by Mosquito Control – experienced over 45,000 linear feet of damage due to elevated water levels and wave action in the Indian River Lagoon. A mosquito impoundment is a saltwater marsh with an earthen dike around the perimeter that allows the area to be artificially flooded during mosquito breeding season. Flooding marshes during the breeding season eliminates mosquito production from the area without having to use pesticide chemicals. Approximately 50% of the mosquito population in the County is controlled by use of the impoundments. Mosquito Control maintains 28,000 acres (44 sq. miles) of impounded wetlands. Hurricane damages have made many of the impoundments inoperable and ineffective for the purposes of mosquito control, potentially contributing to large outbreaks of mosquitoes.

Due to the significant amount of repair work required to restore the damaged impoundment dikes, Mosquito Control is seeking to execute a contract with a licensed, reputable contractor with prior experience on similar projects. The contractor will be assigned approximately 50% (Not to exceed \$690,808.28) of the repairs, and the remaining work will be conducted in-house by Mosquito Control staff. Repairs to impoundment dikes include obtaining, transporting, and placement of fill material as well as debris clearing, grading, and hydroseeding.

Mosquito Control is seeking FEMA reimbursement for the required repairs to the impoundment dikes. In order to conduct the repairs expeditiously and secure FEMA reimbursement, Mosquito Control is requesting authorization from the Board to utilize the Annual Civil Works Construction Services Contract (Contract #28364) currently held by St. Johns River Water Management District (SJRWMD) attached hereto, identified as Exhibit B in Attachment A.

In addition to the SJRWMD Contract for Civil Works Construction Services, Mosquito Control intends to utilize the existing Public Works Contract #B-4-17-06 Road Construction Materials to obtain up to 59,400 tons of stabilized shell material from Blue Goose Construction, attached hereto, identified as Attachment B. The maximum unit cost for stabilized shell material under the existing Public Works contract is \$7.50 per ton; however, Mosquito Control secured a 20% discount from Blue Goose Construction that reduced the unit cost to \$6.00 per ton.

Aerial maps depicting the impoundment dike repair areas are attached as Attachment C.

Fiscal Impact: Estimated FY 2017-2018 \$1,315,000.00

Clerk to the Board Instructions: Board Chairman to execute two (2) original contracts.

**Exhibits Attached:**

- Attachment A:** Approved Brevard County Contract and SJRWMD Executed Contract ( #28364)
- Attachment B:** Public Works Contract for Road Construction Materials (#B-4-17-06) Blue Goose Construction
- Attachment C:** Aerial Map Depictions of Mosquito Impoundment Dike Repair Areas

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager  
**Frank Abbate**

Assistant County Manager  
**John Denninghoff, P.E.**

Department Interim Director / Extension  
**Chris Richmond**  
**264-5032 X223**

Consent  
II.A.1



**AGENDA REPORT  
December 19, 2017**

**SUBJECT:**

Mosquito Impoundment Dike Repairs – Utilization of St. Johns River Water Management District Annual Civil Works Construction Services Contract, and Brevard County Public Works Road Construction Materials Contract

**FISCAL IMPACT:**

Estimated FY 2017-2018 \$1,315,000.00

**DEPT/OFFICE:**

Mosquito Control

**REQUESTED ACTION:**

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Aerial maps depicting the impoundment dike repair areas are attached as Attachment C.

Contact: Joe Faella, Supervisory Biologist, 264-5032 ext.232, Joe.Faella@brevardfl.gov

**CLERK TO THE BOARD INSTRUCTIONS:**

Board Chairman to execute two (2) original contracts.

**ATTACHMENTS:**

**Description**

- ▣ [Attachment A: Approved Brevard County Contract and SJRWMD Executed Contract #28364](#)
- ▣ [Attachment B: Public Works Contract for Road Construction Materials \(B-4-17-06\) Blue Goose Construction](#)
- ▣ [Attachment C: Aerial Map Depictions of Mosquito Impoundment Dike Repair Areas](#)

**REVIEWERS:**

**Department**  
Mosquito Control

**Reviewer**  
Richmond, Chris

**Action**  
Approved

A handwritten signature in blue ink, appearing to be 'Chris Richmond', is written over the 'Action Approved' text.

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

**INITIAL CONTRACT REVIEW AND APPROVAL FORM**

**SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> PERRY CONSTRUCTION COMPANY, INC., and HARTMAN CIVIL CONSTRUCTION COMPANY INC. (joint venture)	
<b>2. Fund/Account #:</b> 1090-258000-5340000	<b>3. Department Name:</b> Mosquito Control
<b>4. Contract Description:</b> SJRWMD Construction Services Agreement for procurement of County Mosquito Impoundment Repair Services	
<b>5. Contract Monitor:</b> Joseph Faella	<b>7. Contract Type:</b> CONSTRUCTION
<b>6. Dept/Office Director:</b> Christopher Richmond	

**SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

**SECTION III - REVIEW AND APPROVAL TO EXECUTE**

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maginnis, Robert <small>Robert Maginnis, Director of Mosquito Control Services, Brevard County, Florida</small>	11/17/2017
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Matt Lairsey, Director of Mosquito Control Services, Brevard County, Florida</small>	11/22/2017
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vallere, Christine <small>Christine Vallere, Director of Mosquito Control Services, Brevard County, Florida</small>	11/30/2017

**SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

AGREEMENT BETWEEN

BREVARD COUNTY

*and*

PERRY CONSTRUCTION COMPANY, INC., and HARTMAN CIVIL  
CONSTRUCTION COMPANY INC.

*referred to herein as*

PERRY and HARTMAN

FOR

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Perry Construction Company Inc., and Hartman Civil Construction Company Inc., a Joint Venture a corporation organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, having its principal offices at 21761 NW 60<sup>th</sup> Avenue, Micanopy, Florida 32667, hereinafter referred to as Perry and Hartman ("P&H"), and Brevard County, a political subdivision of the State of Florida, having its principal offices at 2725 Judge Fran Jamieson Way, Viera, FL 32940, hereinafter referred to as the "County".

**WITNESSETH:**

**WHEREAS**, P&H has offered to provide services to conduct necessary mosquito impoundment dike repairs including, earthwork and levee construction/repair for the County; and,

**WHEREAS**, P&H has entered into an agreement with the St. Johns River Water Management District ("District") to provide Civil Works Construction Services, which is attached hereto as "Exhibit A", that may include, but may not be limited to the following types of Work, water resources and restoration projects; general earthwork; stormwater; dewatering; levees construction; culverts and water control structures; erosion control facilities; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; pump stations; recreational use facilities and ground cover; and,

**WHEREAS**, the County has authorized the Purchasing Department to utilize and have access to Contracts and Agreements of Florida City and County governments; and,

**WHEREAS**, the County desires to contract for the performance of the mosquito impoundment dike repairs in accordance with the terms of the District Agreement as a Type 1 "Not-To-Exceed" Contract as outlined in the District Civil Works Construction Services Contract.

AGREEMENT BETWEEN

BREVARD COUNTY

*and*

PERRY CONSTRUCTION COMPANY, INC., and HARTMAN CIVIL  
CONSTRUCTION COMPANY INC.

*referred to herein as*

PERRY and HARTMAN

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**WHEREAS**, the County has authorized the Purchasing Department to utilize and have access to Contracts and Agreements of Florida City and County governments; and,

**WHEREAS**, the County desires to contract for the performance of the mosquito impoundment dike repairs in accordance with the terms of the District Agreement as a Type 1 "Not-To-Exceed" Contract as outlined in the District Civil Works Construction Services Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**SECTION 1. EXHIBIT A**

The Agreement between the District and P&H for Civil Works Construction Services entered into on January 19, 2016 is attached hereto, identified as "Exhibit A" and made a part hereof to provide for the special requirements of the County and P&H.

**SECTION 2. EXHIBIT B**

The Statement of Work describing the Work to be executed by P&H to conduct the mosquito impoundment dike repairs is attached hereto, identified as "Exhibit B" and made part hereof to provide for the specific Work required.

**SECTION 3. MUTUALLY AGREED UPON AMENDMENTS**

The COUNTY and P&H mutually agree that the following definitions, terms, and conditions shall amend said Agreement in the order stated in said agreement:

- a) All references to "St. Johns River Water Management District" found within "Exhibit A" or referenced within "Exhibit A" shall for the purposes of this Agreement be replaced with the words "Brevard County." All references to the term "District" in "Exhibit A" shall be replaced by the word "County", for the purposes of this Agreement.

**SECTION 4. NOTICES**

- a) All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by one of the following methods: (1) hand delivered; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail; in any case addressed as follows:

- (i) To the COUNTY at the following address:

Joseph Faella, Supervisory Biologist  
Brevard County Mosquito Control Department  
800 Perimeter Road  
Titusville, Florida 32780  
Phone: (321) 264-5032  
E-mail: [joe.faella@brevardfl.gov](mailto:joe.faella@brevardfl.gov)

(ii) To P&H at the following address:

Robert Perry  
Perry Construction Co., Inc., & Hartman Civil Construction Co., Inc. a  
Joint Venture  
21761 NW 60<sup>th</sup> Avenue  
Micanopy, FL 32667  
Phone: (352) 591-0388  
E-mail: [pcci.hcci@gmail.com](mailto:pcci.hcci@gmail.com)

- b) Either party may at any time designate a different address by giving notice as provided above to the other party within five (5) business days. Such notices shall be deemed given upon receipt by the addressee.

#### **SECTION 5. NEGOTIATED AGREEMENT**

This Agreement reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

#### **SECTION 6. AVAILABILITY OF RECORDS**

P&H shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement. P&H agrees that the COUNTY's or any of their duly authorized representatives shall, until expiration of five (5) years after final payment under this Agreement, have access to, and the right to examine any pertinent books, documents, papers, and records of P&H involving transactions related to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and right to examine will continue until completion of such audit. The COUNTY may cancel this Agreement for refusal by P&H to allow public access to all COUNTY materials, files, records, documents, papers, letters, or other material pertaining to work performed under this Agreement and subject to the provisions of the Florida Statutes.

#### **SECTION 7. INDEPENDENT CONTRACTOR**

It is hereby mutually agreed that P&H is and shall remain an independent contractor and is not an employee or agent of the COUNTY. P&H shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

#### **SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this Agreement, P&H agrees as follows:

- a) P&H shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. P&H shall take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, religion, color, nation origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. P&H agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- b) P&H shall, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

#### SECTION 9. ASSIGNMENT

The COUNTY and P&H each bind itself and its successors, legal representatives, and assigns to the other party to this Agreement, and to the partners, successors, legal representatives, and assigns of such other party, and in respect to all covenants of this Agreement; and neither the COUNTY nor P&H shall assign nor transfer their interest in this Agreement without the prior written consent of the other party.

#### SECTION 10. CLAIMS FOR SERVICES

No claim for services rendered by P&H not specifically provided for in this Agreement will be honored by the COUNTY.

#### SECTION 11. SEVERABILITY

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### SECTION 12. COMPLIANCE WITH LAWS

P&H agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement.

#### SECTION 13. PUBLIC ENTITY CRIMES

P&H hereby warrants and represents that the execution of this Agreement by P&H will not violate any provision in section 287.131 through 287.133, Florida Statutes, pertaining to public entity crimes.

#### SECTION 14. CONTRACT DOCUMENTS CONTAIN ALL TERMS

This Agreement and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**SECTION 15. VENUE**

**Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.**

**THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK**

ATTEST

**Perry Construction Company, Inc. and  
Hartman Civil Construction Company,  
Inc., A Joint Venture  
Referred to as  
Perry and Hartman**

\_\_\_\_\_  
NOTARY (signature)

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

\_\_\_\_\_  
Name (Typed or Printed)

(SEAL)

By: \_\_\_\_\_  
Robert Perry, General Manager

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



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

December 20, 2017

**M E M O R A N D U M**

**TO:** Chris Richmond, Mosquito Control Director

**RE:** Item II.A.1., Contract with Perry Construction Company, Inc. and Hartman Civil Construction Company, Inc. (A Joint Venture) for Mosquito Impoundment Dike Repairs

The Board of County Commissioners, in regular session on December 19, 2017, executed Contract with Perry Construction Company, Inc. and Hartman Civil Construction Company, Inc. (A Joint Venture) for mosquito impoundment dike repairs; approved placing the project out for bid, using the County Manager and the County Attorney's Office to approve the documents necessary for appropriate reimbursement eligibility; authorized the Chair to execute the contract with the lowest responsive and responsible bidder; and authorized any necessary budget modification to complete the project, if necessary. Enclosed are two executed Contracts for your action.

**Upon execution by Perry Construction Company, Inc. and Hartman Civil Construction Company, Inc., please return a fully-executed Contract to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

**cc:** Assistant County Manager Denninghoff  
Contracts Administration  
County Manager  
County Attorney  
Finance  
Budget

AGREEMENT BETWEEN

BREVARD COUNTY

*and*

PERRY CONSTRUCTION COMPANY, INC., and HARTMAN CIVIL  
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- b) P&H shall, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, national origin, sex or age.

#### SECTION 9. ASSIGNMENT

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SECTION 15. VENUE

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST

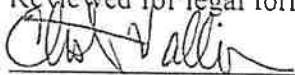
  
\_\_\_\_\_  
Scott Ellis, Clerk

**BREVARD COUNTY FLORIDA BOARD  
OF COUNTY COMMISSIONERS**

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

As Approved by the Board on December 19,  
2017.

Reviewed for legal form and content:

  
\_\_\_\_\_  
Christine Valliere, Assistant County Attorney

ATTEST

**Perry Construction Company, Inc. and  
Hartman Civil Construction Company,  
Inc., A Joint Venture  
Referred to as  
Perry and Hartman**

\_\_\_\_\_  
NOTARY (signature)

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

\_\_\_\_\_  
Name (Typed or Printed)

(SEAL)

By: \_\_\_\_\_  
Robert Perry, General Manager

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

**CONSTRUCTION SERVICES AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND  
PERRY CONSTRUCTION COMPANY, INC. AND  
HARTMAN CIVIL CONSTRUCTION COMPANY, INC., A JOINT VENTURE**

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, and Perry Construction Company, Inc., and Hartman Civil Construction Company, Inc., a Joint Venture ("Contractor"), whose address is 21761 NW 60<sup>th</sup> Avenue, Micanopy, Florida 32667. 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 equipment and materials not provided by the District and perform all labor required for each Work Order issued under this Annual Civil Works Construction Services Agreement ("the Work"). In accordance with IFB #28364, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) Invitation for Bids; (2) Instructions to Respondents; (4) 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 OF AGREEMENT**

- (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 shall survive termination or expiration of this Agreement.
- (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 three years from the Effective Date of this Agreement, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement is for a three-year term.

**2. FUNDING OF AGREEMENT**

- (a) **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 (5) 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.

- (b) For satisfactory performance of the Work, the District agrees to pay Contractors a total shared sum not to exceed \$9,000,000 (the "Total Compensation"). The total amount of all Work Orders under all Agreements for Annual Civil Works Construction Services shall not exceed the Total Compensation. Compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order.
- (d) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (d) **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 10 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 (10) days prior to the due date and state the basis for the delay.**
- (e) 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 Contractor 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.
- (f) **Retainage.** For a Type 1 work order the District shall pay Contractor one hundred percent (100%) of each approved invoice. For a Type 2 work order the District shall pay Contractor ninety-five percent (95%) of each approved invoice and retain five percent (5%) as retainage, to be paid upon completion of the Work. Completion occurs at the completion of the punch list for each Work Order. Contractor may present the District with a payment request for part or all of the retainage as provided by section 218.735(7)(e), Fla. Stat.

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- (g) The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain the advance approval of the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order. Said approval shall be specific for each work order.
3. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract annual anniversary date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule increases shall be prorated based upon the number of calendar months in the District's fiscal year that the contract has been in effect.
4. **PAYMENT AND RELEASE.** Contractor's acceptance of final payment of each work order shall constitute a release in full of all Contractor claims against the District arising from the performance of Work under this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
5. **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. The 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.
6. **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.
7. **PROJECT MANAGEMENT AND 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 (3) business days prior written notice to the other party. 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.

Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

**DISTRICT**

Cliff Gandy, Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177  
Phone: (386) 329-4322  
E-mail: [cgandy@sjrwmd.com](mailto:cgandy@sjrwmd.com)

**CONTRACTOR**

Robert Perry  
Perry Construction Co., Inc., & Hartman  
Civil Construction co., Inc. a  
Joint Venture  
21761 NW 60<sup>th</sup> Avenue  
Micanopy, Florida 32667  
Phone: (352) 591-0388  
E-mail: [pcci.hcci@gmail.com](mailto:pcci.hcci@gmail.com)

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a "Work Order Manager" for each Work Order, who will serve as the project manager for that Work Order. The Work Order Manager may approve minor deviations in the Work that do not affect the total work order compensation or work order completion date or otherwise significantly modify the terms of the work order. Any issues related to the Work performed under a work order shall be directed to the Work Order Manager.
- (c) Contractor shall provide efficient supervision of the Work as required by the work order. Contractor shall keep on the worksite during its progress a competent superintendent, or other supervisory roles, satisfactory to the District. No supervision shall be changed except with the District's consent. All District approved supervisors shall represent Contractor in the absence of Contractor's Project Manager. All directions shall be given in writing and 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.

- (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.

**8. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING**

- (a) **Pre-work Conference.** Within ten (10) days after execution of a work order, Contractor may be required to schedule a pre-work conference with the District's Work Order Manager to discuss scheduling and other matters and may be required to provide a work plan for the District's approval. Contractor shall provide the District a list of any subcontractor necessary for the Work. The list shall include: (1) name, address, contract,

phone number and email address of subcontractor, (2) description of subcontract work, and (3) quotes.

(b) **Reporting.**

**Type 1 Work Orders:** The District requires Contractor to provide weekly reports to include the Contractor's Daily Record of Hours (3 pages) and current budget tracking information for each project Work week defined as Monday – Sunday. These forms include daily activities regarding the progress of the Work. The Daily Record of Hours (DRH) is an MS Excel file that will be provided electronically. District forms shall be completed for each day any Work is performed. Completed forms shall be submitted to the District Work Order Manager by 5:00 PM on the second work day of the following week. If a District recognized holiday occurs on a Monday, then the form will be due by 5:00 PM on Wednesday. Contractor may be penalized for neglecting, failing, or refusing to submit this form within the required timeframe stated above. The penalty for failing to timely submit the Daily Record of Hours form will be one percent (1%) of the amount accrued for the total approved labor and equipment hours for the applicable work week, for each 24-hour period that the required form is late, up to a maximum penalty of five percent. For example, if the form is due by 5:00 PM on Tuesday and received after this time, but before 5:00 PM on Wednesday, then Contractor will be penalized one percent of the of the amount accrued for the total approved labor and equipment hours for the previous week. If the form is not received Friday by 5:00 PM, then the penalty would be three percent. For these purposes, weekends (Saturday and Sunday collectively) shall be considered as one day.

If not submitted within seven days after the due date, the District reserves the right to suspend work on the project until all paperwork that is due has been submitted with no additional costs to the District. The need for a daily report will be determined by the Work Order Manager.

**Type 2 Work Orders:** Contractor shall provide to the District the project schedule and update/status reports on a weekly basis or 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 fifteen (15) days of request or when the work plan is submitted, whichever occurs last. Contractor shall utilize Microsoft Project 2000 software for the CPM, with a separate line for each major section of work or operation. 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 (10) 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 float.

- (d) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the Work Order Manager. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

9. **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 (10) 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 (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10) 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.

10. **AMENDMENTS.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Agreement to change or modify the Agreement.

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## 11. 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; (9) failing to maintain a safe work site and to implement required safety practices; or (10) 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 thirty (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 (5) 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 (7) 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 twenty (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.

12. **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.

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**13. ASSIGNMENT AND SUBCONTRACTS**

Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. Contractor shall be allowed a markup of their subcontractor's work for oversight and management.

(ii.) 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.

(iii.) The District reserves the right to reject any proposed subcontractors.

**14. 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.

**15. BONDS**

- (a) **Payment Bond.** A payment bond equal to the total work order compensation is required for a Type 2 Work Order greater than \$200,000. A payment bond equal to the total amount of the work order may be required for Type 1 Work Orders greater than \$200,000, however, the bond may be reduced by the District, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The District may require, in its sole judgment and discretion, a payment bond for work orders of \$200,000 or less, in which event the bonding requirement shall be disclosed in the Work Order specifications.
- (b) **Performance Bond.** A performance bond equal to the total work order compensation is required for Type 2 Work Orders greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for Type 2 Work Orders of \$200,000 or less, in which event the bonding requirement shall be disclosed in the Work Order.
- (c) Completed bonds shall be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) on the reproduced form provided in the Bid Documents and (2) written through a licensed agency that fulfills the requirements of section 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, a 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.

16. **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, or national origin, age, handicap, or marital status.

17. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects, which may develop in the other contractor's work after execution of the Work.

18. **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.

19. **DAVIS BACON ACT.** Work under this contract may be federally funded and is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by the Department of Labor Regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are

required to pay wages to laborers and mechanics at a rate not less than the prevailing minimum wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. In addition, construction-related subcontracts of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act.

**20. 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 fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar 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 (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) 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.

**21. DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

**22. EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor 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.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**23. FUEL COST ADJUSTMENTS**

- (a) Contractor may request fuel cost adjustments no more than once per quarter if the cost of fuel changes, as determined by the fuel cost indices below, by more than 15%. For these purposes, quarters begin on October 1, January 1, April 1, and July 1. Fuel cost adjustments will be based on one or more of the following or upon mutual agreement, alternate equivalent indices; the Producer Price Index Commodity Data (PPI) for **Series Id:** WPU0571; **Not Seasonally Adjusted;** **Group:** Fuels and related products and power; **Item:** Gasoline; **Base Date:** 8200 and **Series Id:** WPU057303; **Not Seasonally Adjusted;** **Group:** Fuels and related products and power; **Item:** #2 Diesel fuel; **Base Date:** 8200: <http://data.bls.gov/PDO/outside.jsp?survey=wp>.
- (b) To calculate an adjustment, take the Preliminary PPI at the time of the adjustment request minus the Preliminary PPI for the Reference Date (the initial Reference Date is the effective date of the contract, subsequently, the date of the most recent adjustment) divided by the Preliminary PPI for the Reference Date, multiplied by the Fuel Cost Percentage (initially, the percentage of cost attributed to fuel on the effective date of the contract; subsequently, the adjusted percentage of cost attributed to fuel based on the most recent adjusted costs), multiplied by the total cost (initially, the total cost on the Effective Date of the contract; subsequently, the most recent adjusted total cost).
- (c) Requests for adjustment shall be submitted to the Project Manager and shall include the data and calculations used to determine the adjustment. The fuel adjustment, if approved, will be effective as of the date the District receives a request that complies with the above.
- (d) The District may impose a fuel cost adjustment based on the above calculations. Such adjustment shall be effective as of the date Contractor receives notice of the adjustment, including the data and calculations used to determine the adjustment. The District reserves the right to withhold an amount reflecting a properly imposed District fuel cost adjustment from payment of any invoice for work performed after the effective date of the adjustment that fails to accurately reflect the adjustment.

**24. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in 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.

**25. 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 section 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.

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26. **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.
27. **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 section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one (1) 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.
28. **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 of defenses that Contractor may have against the lienor.
29. **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

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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.

30. **ORGANOCHLORINE PESTICIDES.** The Lake Apopka North Shore Restoration Area (NSRA) is former agricultural property. Soil samples from the NSRA indicate organochlorine pesticide levels that exceed Florida Department of Environmental Protection's Industrial/Commercial soil cleanup target levels. Contractors working in the NSRA are responsible for taking all appropriate measures to provide for the safety of their employees. Recommended measures should be designed to minimize contact with the soil through engineering controls, which may include: (1) wearing waders or rubber boots and gloves to minimize contact with soil and sediments, (2) washing thoroughly with soap and water after contact with soils or sediments, (3) decontaminating any equipment in contact with soil or sediment through washing with soap and water and (4) using enclosed cabs or dust masks to minimize exposure to dust created by Contractor's activities.
31. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
  - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
  - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
32. **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.
33. **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 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

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event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

34. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
35. **PUBLIC RECORDS.** Contractor shall allow public access to all public records unless the documents are exempt under Florida law or are a confidential trade secret pursuant to section 815.04(3)(a), Fla. Stat. If Contractor is acting on behalf of the District by providing a governmental service to members of the public that would otherwise be provided by the District, Contractor must retain its public records and make them available for public inspection and copying in accordance with section 119.0701, Fla. Stat. If Contractor receives a public records request, Contractor shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.
36. **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.
37. **REMEDIES FOR NON-PERFORMANCE**
  - (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
  - (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized

through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the total work order compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the total work order compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the total work order compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the total work order compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the total work order compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

**38. 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.

**39. SAFETY**

- (a) For any Work that is to be performed on premises that are owned or controlled by the District (the "Premises"), Contractor has the sole and exclusive duty for the safety of the Premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment.
- (b) Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the District may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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- (c) It is a condition of this Agreement, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Agreement, that the contractor and any subcontractor shall not permit any employee, in performance of the Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).
  - (d) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
  - ~~(d)~~(e) Materials, supplies, articles, or equipment manufactured or furnished under this Agreement or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the Occupational Safety and Health Act of 1970 (OSHA), and to other safety and health requirements specified in this Agreement or order.
40. **SCRUTINIZED COMPANIES.** In accordance with section 287.135, Fla. Stat., this contract may be terminated by the District if Contractor: (1) is found to have submitted a false certification stating that it is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List" or (2) is placed on either list.
41. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**
- (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.

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

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

44. **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 twelve (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 twelve (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.

**45. WORK ORDERS.**

- (a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a “not to exceed” cost for any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) **Duty to Inspect and Report Deficiencies in Plans and Specifications**
  - (i) For any Work that is dependent upon conditions at the worksite, Contractor beginning the Work shall represent and warrant 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.
  - (ii) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the statement of work, plans, or technical specifications, as applicable, 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.
  - (iii) 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.

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- (c) **Types of Work Orders.** When services are needed, the District and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
- (i) Generally, a **Type 1** (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District. Identification of the Work involved is typically concept level drawings with minimal details. A Type 1 Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The District must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in subparagraph (f)(iii), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for District audit in accordance with the unit costs of this Agreement and the Work Order. The District reserves the right to determine the means and methods of performing the Work and supplying materials.
- (ii) A **Type 2** (fixed-price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.
- (d) **Additional Provisions Applicable to Type 1 Work Orders**
- (i) **Additional equipment and services.**
- The District may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
  - After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work

Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.

- If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
- (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the District. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the District may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The District will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.
- (iii) **Other Direct Costs.**
- Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax (“Other Direct Costs”), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:
    - Cost is less than or equal to \$10,000 – one documented quote – verbal, written, or on line; or a written explanation to District procurement staff and approval from the District for not receiving three quotes.
    - Cost is greater than \$10,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation to and approval from the District for not receiving three quotes.
    - If a cost exceeds \$10,000 , documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
    - Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the District.
    - Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.
- (e) **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.

**Commencement of Work:** Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the District unless an alternate date is stated in the work order. This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within ten days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Work Order Manager and subject to the other terms of this Agreement. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D. Contractor shall not commence the Work until any required submittals including but not limited to quotes on equipment rentals and materials are received and approved.

- (g) **Work Order District Supplemental Instructions (DSI):** The District's Work Order Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work for a specific Work Order that are consistent with the scope of the Work Order. Both parties must sign the DSI. A DSI may not be used to change the total work order compensation, quantity, quality or the completion date of the Work Order, or to change or modify the Agreement. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions (DSI) will involve extra cost or extend the work order 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.
- (h) **Change Order:** The District may alter the work order 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 plus 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 Work Order Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Work Order Manager will verify the amount due Contractor. Pending a final determination of value, payments will be based upon the Work Order Manager's verification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

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 work order compensation or extension of the work order completion date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (i) **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 (5) days. Within fifteen (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 fifteen (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.
- (j) **Inspection and Testing of Work; Rejection of Work and Materials Tools, Plant, and Equipment; Material Substitution**
- (i) **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.
- (ii) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Prior to purchase of any material or rental of equipment, Contractor shall submit to the District's Work Order Manager all copies of quotes, a summary of quotes and solicitation, a complete list of materials and/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 requirement may be rejected.
- (iii) **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 Work Order 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.
- (iv) **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.

(v) **Testing.**

- The District may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
- If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Work Order Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Work Order Manager, Contractor's Project Manager shall supply the District's Work Order Manager with 72 hours prior notice of such inspection. Inspections by the District's Work Order 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.

(vi) **Rejection of Work and Materials.** Contractor shall promptly notify the Work Order Manager 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.

(vii) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the Work Order Manager 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.

(viii) **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 Work Order Manager'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.

(k) **Overtime**

Contractor, with prior written approval of the Work Order Manager, may work overtime, weekends, or holidays at its option without additional charge to the District for said Work. Compensation for District-ordered overtime under a specific Work Order for labor is at 150% of the rates shown in Category 3 of the Hourly Rate Cost Schedule for each labor classification except Construction Superintendent. The Construction Superintendent does not qualify for overtime and shall be compensated at the approved hourly rate. Overtime compensation shall not be authorized unless approved in writing by the District Work Order Manager. If, at its option, the Contractor works in excess of 40 hours per week on District projects without specific orders by the District Work Order Manager, overtime compensation shall not be allowed, but the District shall compensate the Contractor at straight time rates. An employee must have worked a minimum of 40 hours for the week on District projects under this contract to qualify for overtime. Documentation of hours worked may be verified through submittal of payroll records. No additional amount will be paid for the overtime use of equipment. Should Contractor elect to work overtime without prior written authorization of the District, no additional compensation will be due or payable by the District to Contractor for overtime.

(l) **Payment of Invoices**

- (i) Contractor shall submit itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com). Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (ii) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Work Order Manager; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not

correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (iii) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (iv) **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 10 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 (10) days prior to the due date and state the basis for the delay.**
- (v) **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 Contractor 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.
- (vi) **Retainage.** For a Type 1 work order the District shall pay Contractor one hundred percent (100%) of each approved invoice. For a Type 2 work order the District shall pay Contractor ninety-five percent (95%) of each approved invoice and retain five percent (5%) as retainage, to be paid upon completion of the Work. For Work Order contracts, completion occurs at the completion of the punch list for each Work Order. Contractor may present the District with a payment request for part or all of the retainage as provided by section 218.735(7)(e), Fla. Stat.
- (vii) The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain the advance approval of the District's Work Order Manager (in writing or by email) for the use of a

new classification or equipment to perform the Work for each work order. Said approval shall be specific for each work order.

(m) **Invoicing.** In addition to these requirements the following supporting documentation shall be included with invoicing for each Type of work order:

(i) **Type 1 Work Orders:** (hourly billing for labor and/or equipment and materials):

- The District's Application for Payment forms shall be completed and submitted for all invoices.
- Name of employee and/or type of equipment
- Employee job classification
- Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and District staff (attached hereto as revised by the District from time to time).
- The approved charge rate for each classification of Contractor employee and/or equipment included in Hourly Rate Cost Schedule and/or the Work Order authorizing the Work.
- If billed for use of equipment or labor not in the Hourly Rate Cost Schedule, documentation of prior authorization
- Documentation of any required competitive procurement for equipment, subcontractors, or materials.
- Contractor's notarized affidavit shall be provided with each invoice stating that payment of subcontractors and materialmen shall be made pursuant to section 218.735, Fla. Stat.
- Proof of payment to subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.
- A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Cost.
- Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
- Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.

- ii. **Type 2 Work Orders (fixed price):**
- Contractor may utilize its own application for payment form when submitting invoices.
  - Description of the Work that has been completed in accordance with the Work Order.
  - Certification that the Work for which payment is requested has been completed in accordance with the Work Order, in a format approved by the District Project Manager.
  - Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
  - Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.

- (n) **Deliverables.** Contractor shall deliver all products and deliverables as outlined in the Statement of Work for each work order. 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 in each work order, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Work Order Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

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 the Statement of Work for each work order, 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.

- (o) 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.
- (p) **Failure to Meet Schedule.** If progress of the Work falls ten percent (10%) 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 twenty percent (20%) or more behind schedule, the District may advise Contractor through a "cure" notice that this Work Order is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

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- (q) **Liquidated Damages.** Contractor shall complete the Work continuously based on a 40 hour work week from the Commencement Date with the staff and equipment identified in the District estimate unless otherwise approved by the District. If Contractor neglects or fails to work continuously from the Commencement Date the District may refuse to award any further Work to the Contractor.

If Contractor neglects, fails or refuses to satisfactorily complete the Work by the Completion Date, 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 calendar 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 (.5%) of the total work order 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.

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**. 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.

- (r) **Cleanup; Equipment Removal.** Prior to expiration or termination of a Work Order, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise directed by the Work Order Manager. Unless otherwise directed, the 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. The District may sell or dispose of any materials left at the worksite as it sees fit.

#### 46. DEFINITIONS

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

**AGREEMENT:** The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The Agreement also includes the Instructions to Respondents, any addenda published by the District, the bid submitted by Respondent, and all required certifications and affidavits. The words "contract" and "Agreement" are synonymous in these documents.

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

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

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

**CHANGE ORDER:** A written agreement of the parties after the Commencement Date to amend a work order so as to modify the Statement of Work or the total work order 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.

**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:** The St. Johns River Water Management District, its Governing Board, officers, agents, and employees.

**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.

**FINAL RELEASE OF LIENS:** The instrument that is to be signed by Contractor and submitted to the District upon completion of the Work showing that all bills from subcontractors have been paid.

**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.

**INSPECTOR:** The District’s Project Manager or an authorized representative of the District who is assigned to inspect the Work.

**PERFORMANCE AND PAYMENT BOND:** The security furnished by Contractor and surety in either the form provided or in a form approved 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.

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

**RESPONDENT:** Any entity who submits a Bid in response to an Invitation for Bids.

**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 entity bound by a bond to be liable for Contractor’s satisfactory performance of the Work and payment of all debts pertaining thereto.

**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.

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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

PERRY CONSTRUCTION COMPANY, INC.  
AND HARTMAN CIVIL CONSTRUCTION  
COMPANY, INC., A JOINT VENTURE

By: [Signature]  
Ann B. Shortelle, Ph.D, Executive Director  
(or designee)

By: Robert J Perry President  
On behalf of the Joint Venture and Perry Construction  
Company, Inc.

Date: 1/19/16

[Signature]  
Typed Name and Title

ONLY AS TO FORM AND LEGALITY

Date: 1-7-16

[Signature]  
for William Abrams, Sr. Assistant General Counsel

Attest: Jessica Markham, V.P.  
Jessica Markham Vice President  
Typed Name and Title

By: [Signature]  
On behalf of Hartman Civil Construction Co., Inc.

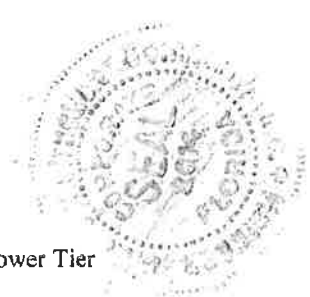
MICHAEL A. HARTMAN, PRESIDENT  
Typed Name and Title

Date: 1/7/16

Attest: Jessica Markham  
Jessica markham  
Typed Name and Title

**ATTACHMENTS**

- Attachment A: Statement of Work/Technical Specifications
- Attachment B: Insurance Requirements
- Attachment C: Federally Funded Contract Provisions
- Attachment D: Map of the District's Boundaries
- Attachment E: Hourly Rate Cost Schedule
- Attachment F: Direct Purchases
- Attachment G: Disclosure of Lobbying Activities
- Attachment H: Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Federally Funded Transactions
- Attachment I: District's Supplemental Instructions (sample)
- Attachment J: Work Order Authorization (Sample)
- Attachment K: Certificate of Partial/Final Payment, Waiver and Release From Contractor/Consultant or Subcontractor/Subconsultant
- Attachment L: Certifications of Disbursement
- Attachment M: Performance and Payment Bond (Sample)
- Attachment N: Superintendent Qualification Form (Sample)
- Attachment O: Contractor's Daily Record of Hours (MS Excel File)
- Attachment P: Application for Payment Forms (MS Excel File)



**ATTACHMENT A  
STATEMENT OF WORK  
ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

**I. INTRODUCTION**

Florida is divided into five water management districts, which are dedicated to the preservation and management of Florida's precious water resources. The St. Johns River Water Management District (the District) is responsible for managing ground and surface water supplies in all or part of 18 counties in northeast and east-central Florida.

The District constructs water resource projects to restore, enhance, and manage Florida's water resources. These projects generally provide water quality improvements, enhancement and restoration of wetland habitat and natural systems, flood protection, and reduction in flood damage. This contract may include, but may not be limited to the following types of Work, water resource and restoration projects; general earthwork; stormwater; dewatering; levees construction; culverts and water control structures; erosion control facilities; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; pump stations; recreational use facilities and ground cover. The work is predominantly located in remote and isolated locations with limited access; areas with high groundwater levels and inundated areas; and soils found in Florida marsh-like environments, especially clay and muck soils.

**II. OBJECTIVE**

The objective of this contract is to provide water quality improvements, enhancement and restoration of wetland habitat and natural systems, flood protection and reduction in flood damage, and associated site work improvements to compliment these features.

**III. SCOPE OF WORK**

All work under this contract shall be performed through Work Orders. There will be two types of Work Orders (Type 1/Time and Materials and Type 2/Fixed Price). The District will determine the type of Work Order to be used for each project. The Contractor shall provide all labor, equipment, and materials necessary to complete all the tasks or items described in both types of Work Orders. The majority of work under this contract is expected to be performed with Type 1 Work Orders. The District reserves the right to purchase and provide the Contractor all or part of any materials or equipment to be incorporated in the work via direct purchase, independently of the Work Order.

Prior to award of each work order, the selected Contractor shall provide a written statement of availability of the equipment and labor necessary to perform the work identified. Documentation shall include a list of the equipment and personnel by name for each applicable labor category, with date each will be available on the project site. The District reserves the right to award of each Work Order based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of the Work. The District may, at its sole discretion, request an estimate for a "not to exceed" cost for any Work as a method of determining award. The District makes no guarantees of any amount of work to be awarded.

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A. Mobilization

The cost of mobilization and demobilization for each piece of Category 1 equipment shall not exceed eight hours, per occurrence, using the hourly rates in the Hourly Rate Cost Schedule for the equipment and an equipment operator for transport. Should the transport include more than 1 piece of equipment, the mobilization hours shall be equally divided among the equipment. Category 2 equipment shall not qualify for mobilization. Mobilization costs for Category 1 equipment shall include all costs associated with moving each authorized piece of equipment to the project site and its removal from the site upon completion of the work, or portion of the work, covered under the Work Order. The Contractor shall be required to mobilize within 14 calendar days from the date the District executes the Work Order unless otherwise written in the Work Order. Once work has commenced the Contractor shall provide additional equipment within 72 hours of the District's written request for equipment.

B. Hourly Rates (All rates shall be paid pursuant to the Hourly Rate Cost Schedule)

1. Category 1 Equipment (operator not included)

The hourly equipment rates shall be paid for every hour the equipment is in operation by a qualified heavy equipment operator based on the equipment meter readings. The District will not compensate the Contractor for the time spent by personnel for fueling and providing any type of maintenance on the equipment. The District will not compensate the Contractor for equipment during idle times. Equipment idle time is defined as equipment that is on site, but not being utilized or operated for the task being performed. Equipment shall not be left running and unattended for any period of time greater than 10 minutes unless specifically authorized by the District representative on-site.

All equipment listed under Category 1 on the Hourly Rate Cost Schedule shall have functional hour meters. Hour meter reading shall be recorded and tracked on the Daily Record of Hours (DRH) as supporting documentation for invoices. The equipment specified in the Hourly Rate Cost Schedule is given as a standard specification and size to accomplish the intended work. The Contractor may use any manufacturer's equipment provided it is equal to the standards specified.

2. Category 2 Equipment: The hourly equipment rates shall be paid for every hour the equipment is in operation. This type of equipment does not require a qualified operator and therefore shall be operated by a construction laborer or a skilled laborer performing a function as defined herein. The Contractor shall record the number of hours each Category 2 equipment is utilized for each Work day on the DRH for Type 1 Work Orders.

3. Category 3 Labor

The hourly rate for all labor categories shall include the individual and all tools of the trade typically associated with the work being performed, including appropriate overhead and profit in Category 3 of the Hourly Rate Cost Schedule. The Contractor shall record the number of hours worked for each individual by labor categories for each work day on the DRH Log Sheet for Type 1 Work Orders.

C. Show-Up Time

Show-up time based on rates in Category 3 of the Hourly Rate Cost Schedule shall apply if the Contractor comes to the project site to work as scheduled by the District's Work Order Manager, and the District determines that work cannot be commenced due to inclement weather or for any other reason established by the District. Show up time compensation shall be allowed for Type 1 Work

Orders only and is limited to two hours maximum per person per occurrence. Show-up time may be logged as such for each labor category as applicable.

D. Documentation of Other Direct Costs

The Contractor shall provide, with their invoice, a copy of the original vendor invoice for materials purchased at the direction of the District. If a vendor's invoice is from a supplier other than the one that provided the lowest quote, the Contractor shall provide an explanation for not using the lowest cost supplier. Altered or amended vendor invoices shall be rejected. The District reserves the right to reduce the amount reimbursed for materials if a competitive market analysis clearly demonstrates invoice(s) for material costs are in excess of market value.

If, after a Work Order has been issued, the District's Work Order Manager determines that material, equipment and/or subcontracted services are required that were not included in the original cost estimate, the Contractor shall follow the District's procurement policy stated in the Agreement.

E. Cancellation

Rainouts/work cancellations for Type I Work Orders are solely at the District's discretion and all hourly charges shall cease at the time that work ceases. Should work cancellation occur prior to logging two hours, Contractor's personnel shall be compensated as show-up time. Cancellation of work at any time after two hours of work, the personnel shall be compensated only for the number of hours worked.

F. Location of Work

The District has 18 counties within its boundaries. All equipment and labor hourly rates shall be applied uniformly for work performed anywhere within the District under this Agreement.

G. Equipment Requirements

The Contractor's equipment shall be in good working condition and properly maintained. All equipment deemed not to be in good working condition shall be removed from the District property and replaced with satisfactory equipment, at no additional cost to the District. If requested by the District, the Contractor shall submit copies of equipment maintenance records.

H. Supervision

1. Contractor's Project Manager

The Contractor's Project Manager (PM) shall be responsible for overall coordination and management of the Work under this Agreement. All costs associated with PM's duties shall be considered overhead, because their time cannot be monitored by the District. All costs associated with these tasks are considered to be incorporated in the rates on the Hourly Rate Cost Schedule. There is no separate pay item for this labor category.

2. Construction Supervision

The three levels of supervision provided under the contract include the Construction Superintendent, Construction Foreman, and the Construction Lead Operator. For all Work Orders, the type of supervision provided by the Contractor may vary depending upon the size of the Contractor work force, the complexity of the project scope outlined in the Work Order. The level of District supervision provided shall be specified in the Work Order. The type of supervision required will be at the discretion of the District Work Order Manager. The Construction Superintendent, Foreman, or Lead Worker shall be the Contractor's representative at a construction site. The three levels of supervision are defined below:

- a. **Construction Superintendent:** Construction Superintendent: The Contractor shall employ only experienced Construction Superintendents meeting the following experience requirements. Contractor's Superintendent shall substantiate a minimum of three years experience within the past five years for construction-related work including the majority of the following: general earthwork (including work within wetlands); stormwater; dewatering; levees construction; culverts and water control structures; erosion control facilities; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; and ground cover; and shall have served in the capacity of Superintendent for a minimum of one year.

The Construction Superintendent shall be able to maintain daily logs of equipment and labor hours, perform basic construction layout, interpret plans, make field decisions based upon site conditions, coordinate multiple construction activities at the same time, and be on the site whenever work is being performed. Contractor shall submit its Superintendent(s)'s qualifications for the District's approval prior to commencement of the Work. A sample qualification form is attached herein.

The Construction Superintendent shall coordinate the activities of the various trade groups, such as carpenters, equipment operators, laborers, etc., on site. The hourly rate for the Construction Superintendent shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. Responsibilities include ensuring the Work progresses according to the schedule, material and equipment are delivered to the site on time (if applicable), and activities of the various workers do not interfere with one another. The Construction Superintendent directs and supervises all activities conducted by the foreman/foremen, different trades, craft workers, equipment operators, and laborers (as applicable). The Construction Superintendent shall not operate any equipment nor have any other responsibilities except those stated above, unless authorized by the District Work Order Manager. The Construction Superintendent shall be on the site whenever work is being performed when stipulated in a Work Order, unless supervisory responsibilities are otherwise designated to a Foreman or Lead Operator (See paragraphs below). The Superintendent may on occasion need to operate equipment on site. When the Superintendent operates equipment listed in Category 1 of the Hourly Rate Cost Schedule or some equivalent, his time while on the equipment shall be logged as a Superintendent. 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.

If the District determines that a Construction Superintendent is not competent to perform his/her duties for the type of work, the Contractor shall be provided with a written request to immediately remove the Construction Superintendent from the site. The Contractor shall provide a competent replacement within 48 hours of receipt of the District's notice. All Work shall be halted until such time as the Contractor's replacement Construction Superintendent arrives on site, unless otherwise approved by the District's Work Order Manager. The Contractor will not be compensated for any down time during the replacement period. Unless authorized in advance by the District, work performed when the Construction Superintendent is not on the jobsite will not be considered for payment.

- b. **Construction Foreman:** Under a Type 1 Work Order, the District Work Order Manager may require a Foreman instead of a Construction Superintendent for supervisory responsibilities. In these cases, full time supervision by a Construction Superintendent is not required due to less complexity of the project and the number of workers provided by the Contractor. The Foreman shall be responsible for maintaining daily logs of equipment and labor hours and

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coordination with the District representative on work plans and daily activities. The Foreman shall also be responsible for directly supervising and coordinating activities of construction workers. In most cases, the Foreman shall be required to work as an equipment operator for a portion of the work day. When the Construction Foreman operates equipment listed in Category 1 of the Hourly Rate Cost Schedule, his time while on the equipment shall be logged as Lead Operator instead of Foreman. A Foreman or lead worker shall be on the site whenever work is being performed. Advance written authorization by the District, work performed when the Foreman/Lead Worker is not on the jobsite will not be considered for payment.

- c. **Lead Operator:** On Type I Work Orders which utilize a small work force and require limited supervisory responsibilities, a Lead Operator may be used for supervisory responsibilities with the approval of the District's Work Order Manager. The Lead Operator shall be responsible for maintaining daily logs of equipment and labor hours and shall coordinate with the District representative on work plans and daily activities. The Lead Operator is expected to operate equipment on a daily basis.

For a Type 1 Work Order the Construction Superintendent, Foreman, or Lead Worker shall maintain detailed daily logs with hours of operation on all equipment, labor, and materials delivered to the site together with a description of tasks performed and project site conditions on the Daily Record of Hours (DRH) log sheet. The DRH shall clearly identify equipment consistent with the Hourly Rate Cost Schedule. They shall collect Category 1 equipment hour meter readings on the equipment's arrival and departure from the work site and on a daily basis. The hour meter readings for each piece of equipment shall be used to verify that the hours of equipment operation time recorded on the DRH log sheet is no greater than the equipment run time.

If an electronic version of the DRH form is not readily available to the Contractor's lead personnel (Superintendent, Foreman, or Lead Worker) on-site, shall use an alternative method of collecting all of the required data for subsequent transfer to the required District forms for submittal and approval for invoicing.

- I. **Heavy Equipment Operators:** Heavy equipment operators shall operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, excavators, pile drivers, trucks, cranes, tractors, loaders or any equipment identified under Category 1 on the Rate Schedule to accomplish the work. The performance of incidental equipment maintenance by an operator shall be at the sole expense of the Contractor. Equipment operator charges shall only apply for operation of Category 1 equipment while running based on hour meter readings, except as may apply for show-up time or otherwise authorized in writing by the District Work Order Manager. The hours of work off equipment by a heavy equipment operator shall be charged at the Construction Laborer rate unless performing a function identified as Skilled Labor.

J. **Construction Skilled Labor**

The Contractor shall employ only experienced foremen, craftsmen, and other workmen competent in the specific work in which they are to be engaged. Skilled labor requires the use of specialized tools together with the knowledge and experience to efficiently and effectively perform the assigned tasks. The skilled laborers include but may not be limited to the following trades:

- a. **Brick Masons:** Brick masons shall be able to lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar

- and other substances to construct or repair walls, partitions, arches, sewers, and other structures.
- b. Carpenters: Carpenters shall be able to construct, erect, install, or repair structures and fixtures made of wood and other materials, such as concrete forms, building frameworks, including docks, platforms, and other wooden structures typical for water control facilities and civil works construction.
  - c. Concrete Workers and Finishers: Concrete workers and finishers shall be able to place concrete in forms; apply cement, sand, and finish surfaces to remove imperfections from freshly poured concrete walls, foundations roads and walkways. Concrete workers and finishers shall also be able to use concrete finishing machines, concrete vibrators, screeds, etc. typically required for civil related structures such as box culverts, headwalls, retaining walls, foundation pads, and sidewalks.
  - d. Pipe Layers: Pipe layers shall lay pipe for storm or sanitation sewers, drains, and water mains and perform any combination of the following tasks: grade trenches or culverts, position pipe, and seal joints.
  - e. Reinforcing Metal Workers: Reinforcing metal workers shall position and secure metal bars in concrete forms to reinforce concrete and determine number, size, shape, and location of reinforcing rods from blueprints or sketches and oral instructions.
  - f. Welders: Welders shall use hand-welding, flame-cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentation, or seams of fabricated metal products.
  - g. Layout Surveyor: Layout surveyors shall be proficient in reading and interpreting plans, performing necessary calculations, and the setup and use of surveying equipment for setting grades and laying out structures.
- K. Construction Laborers: Construction laborers shall perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, demolition sites and other civil works construction and be required to clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and assist other craft workers. Construction laborers may also be required to operate hand and power tools of all types, such as pumps, air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments.
- L. Contractor's Office Personnel: Duties performed by Contractor's office staff for the Work including obtaining quotes, invoicing, Daily Record of Hours logs, etc. is considered as overhead. All costs associated with office staff duties shall be considered overhead, because their time can not be monitored by the District. Therefore, the costs associated with these duties are considered are to be incorporated in the rates on the Hourly Rate Cost Schedule. There is no separate pay item for this labor category.

#### **IV. TASK IDENTIFICATION**

Detailed task identification will be provided with each Work Order.

#### **V. TIME FRAMES AND DELIVERABLES**

Project specific time frames and deliverables will be identified with each Work Order.

#### **VI. BUDGET / COST SCHEDULE**

A project specific budget will be identified with each Work Order.

## ATTACHMENT B - INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Builder's Risk Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (d) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000
- (e) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (f) **Umbrella Policy.** With limits of \$1,000,000

**ATTACHMENT C**

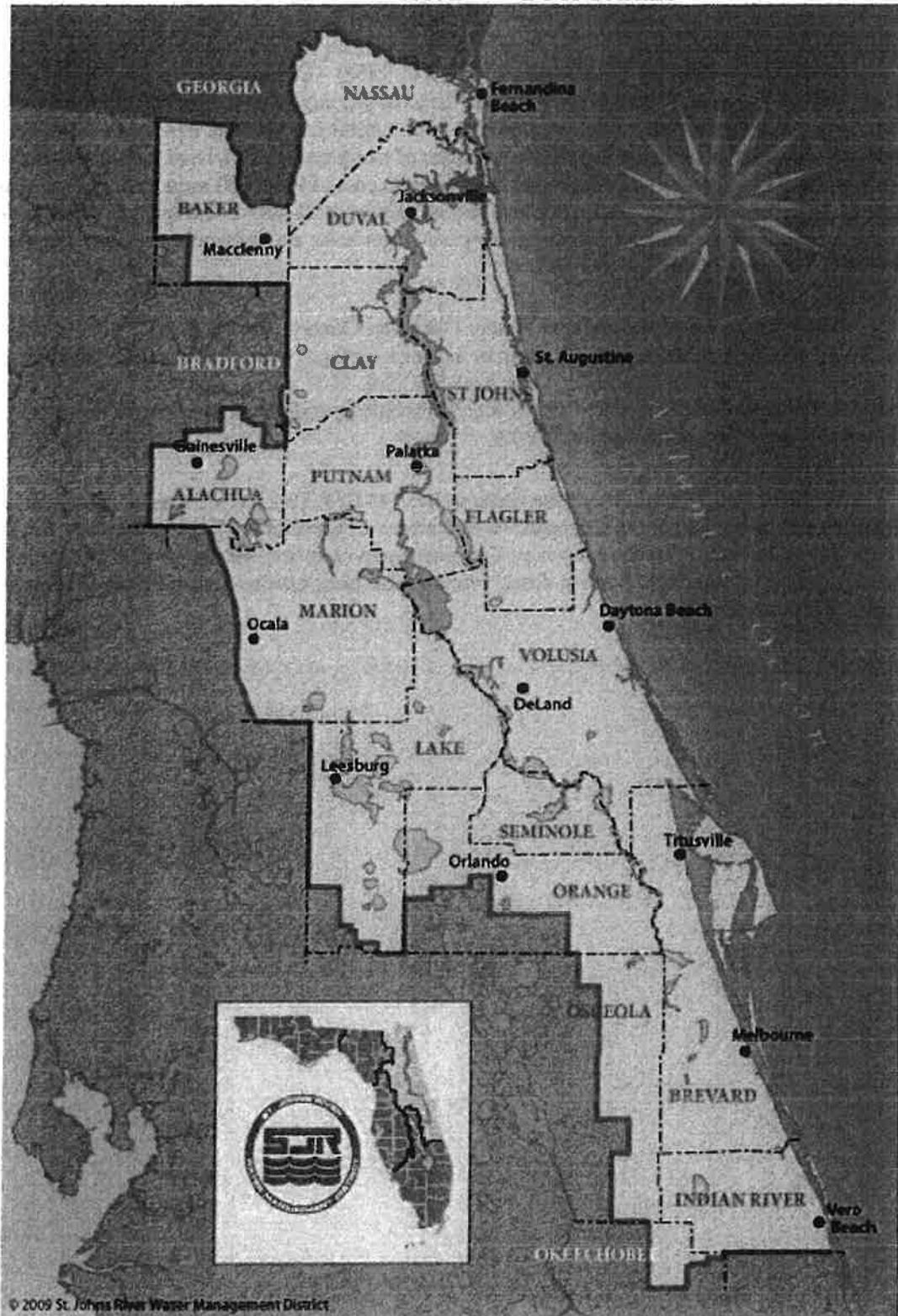
**FEDERALLY FUNDED CONTRACT PROVISIONS**

1. **Equal Employment Opportunity** – Contractor must comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c) – Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act prohibits contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
3. **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7) – When required by Federal program legislation, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors must pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.
4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) – On work orders that exceed \$100,000 or other contracts that involve the employment of mechanics or laborers which exceed \$2,500, Contractor must comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard 40 hour work week. If a mechanic or laborer works more than 40 hours in a week, Contractor must pay the worker at a rate of not less than one and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. On work orders that exceed \$100,000, no laborer or mechanic may be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous.
5. **Access to Records** – Contractor must allow the District, EPA, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the contractor directly pertinent to the contract for the purpose of making audits, examinations, excerpts and transcriptions (40 CFR 30.48(d)).
6. **Debarment and Suspension** – Contractor is ineligible for award of this contract if it is listed on the Excluded Parties Listing System (EPLS). The list contains the names of persons debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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7. **Energy and Environmental Conservation.** – Contractor must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient (30.44(a)(3)(vi)).
  
8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractor must file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining your grant. All subcontractors who apply or bid for subcontract in excess of \$100,000 must provide a similar certification to the contractor. Contractor and subcontractors must also disclose any lobbying with non-Federal funds in connection with obtaining the grant. Contractor and each subcontractor must forward any disclosures from tier to tier up to the District.
  
9. **Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. 7401 *et seq.* and 33 U.S.C. 1251 *et seq.* ),** as amended— Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.* ) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.* ). Violations shall be reported to the Regional Office of the Environmental Protection Agency (EPA).
  
10. **Minority and Woman Business Enterprises (44 CFR Part 33)** -- Pursuant to federal laws, regulations and orders and to the Cooperative Agreement of September 18, 1992 between the District and the U.S. Environmental Protection Agency, Contractor and its subcontractors at all tiers shall take all necessary steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used whenever possible.

### ATTACHMENT D MAP OF THE DISTRICT'S BOUNDARIES



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**ATTACHMENT E - HOURLY RATE COST SCHEDULE**

The Contractor-employee rate charged to the District includes Contractor costs over and above salaries. Specifically, the burdened rate charged the District is higher because of Contractor's cost of offering Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing work under this contract.

CONTRACT #28364 PEERY CONSTRUCTION CO., INC. / HARTMAN CIVIL CONSTRUCTION CO., INC. A JOINT VENTURE					
ATTACHMENT E - HOURLY COST SCHEDULE					
NO.	CATEGORY 1 - HEAVY EQUIPMENT WITHOUT OPERATOR	Fuel Min. Gall/hr	Diesel (D) or Gasoline (G)	Percent of Fuel	Net Price
1.1	Front-end loader - with minimum 3 cubic yard bucket, rock rake with clamp, and pallet forks	4.0	D	18.04%	\$ 63.00
1.2	Multi Terrain Tracked Loader (skid steer), 100 HP min	3.0	D	23.80%	\$ 30.00
1.3	Dozer - D4 Wide Track (LGP) with min. blade capacity = 1.8 cy, variable pitch, angle & tilt blade for finish work	3.4	D	23.80%	\$ 34.00
1.4	Dozer - D6 Wide Track (LGP) with min. blade capacity = 2.86 cy, variable pitch, angle and tilt blade for finish work	4.5	D	20.08%	\$ 60.00
1.5	Dozer - D6 Wide Track (LGP) with min. blade capacity = 5.57 cy	6.0	D	18.86%	\$ 80.00
1.6	Combination Loader/Backhoe, hoe -1.5 cy bucket, dig depth 17 ft, loader bucket 1.75	3.0	D	51.48%	\$ 13.00
1.7	Medium Tractor, min 31' reach & minimum 2.0 cy bucket, equivalent to CAT 320E	3.3	D	23.85%	\$ 50.00
1.8	Large Tractor - min 38' reach & minimum 3.5 cy bucket, equivalent to CAT 336F	6.8	D	21.85%	\$ 98.00
1.9	Long-reach Tractor, minimum 238 HP, 60' reach (reach measured from centerline of machine), & 1.0 cy bucket	9.4	D	23.80%	\$ 80.00
1.10	Off-road articulating dump truck - min. 18 cy capacity, 25 ton, equiv. Cat 725	8.8	D	18.19%	\$ 100.00
1.11	Off-road articulating dump truck - min. 25 cy capacity, 30 ton, equiv. Cat 735	12.0	D	83.74%	\$ 42.00
1.12	Vibratory roller, smooth 84 inch drum, min. 14,000 lbs at drum	4.0	D	28.25%	\$ 34.00
1.13	Sheeps Foot Roller or Soil Compactor, min. 12 ton 80" drum diameter	5.8	D	32.81%	\$ 34.00
1.14	Ride-on trencher - Trench width up to 12", depth 5'	4.0	D	58.49%	\$ 15.00
1.16	Motor Grader - 12' Articulated Blade, AWD, equivalent to 672 John Deere, CAT 12M or 672 AWD	6.4	D	13.38%	\$ 80.00
1.16	Dump Truck, 18 cubic yard capacity	4.0	D	85.23%	\$ 38.00
1.17	Water truck, 2,000 gallon minimum with 12' spray bar	3.0	D	22.31%	\$ 30.00
1.18	Excavator W/ Feccon Cutting Head, 200 size excavator minimum	6.0	D	14.87%	\$ 80.00
1.19	Positrac W/ Feccon Cutting Head	4.0	D	12.08%	\$ 74.00
1.20	Mini Rubber tracks Tractor 39-45 HP, 18' min reach & 0.10 cy bucket	2.0	D	14.87%	\$ 50.00
<b>CATEGORY 2 - EQUIPMENT</b>					
2.1	Vibratory Tamper (Jumping Jack) - min. plate size 15" L x 11" W, min. impact force = 3,000 lb	2.0	G	44.82%	\$ 10.00
2.2	Vibrating Plate Compactor - min. 18.5 inch, & 6,000 lb impact force	1.0	G	22.31%	\$ 10.00
2.3	Walk Behind Single Roller - min. 1 ton, 22 in width (Bomag BW55E)	4.0	D	58.49%	\$ 15.00
2.4	2'-4" Trash Pump with suction hose and 150' discharge hose	2.9	G	51.87%	\$ 14.00
2.5	6"- 8" Dry or Vacuum pump with suction hose and 150' discharge hose	3.0	D	83.47%	\$ 20.00
2.6	10" - Dry or Vacuum pump with suction hose and 150' discharge hose	4.0	D	88.70%	\$ 25.00
2.7	Cut Off Saw / Chain Saw	1.0	G	22.31%	\$ 10.00
2.8	Generator - 5kw min.	2.0	G	31.87%	\$ 14.00
2.9	17' - 24' Boat w/motor 3 person capacity	1.0	G	14.87%	\$ 15.00
2.10	Welding Machine 250 Amp with welding supplies	3.0	G	33.47%	\$ 20.00
2.11	Acrylic bucket attachment (to be used with Long-reach Tractor)	N/A	N/A	N/A	\$ 10.00
2.12	Ditching bucket attachment (to be used with Long-reach Tractor), minimum 8 ft wide	N/A	N/A	N/A	\$ 15.00
2.13	Thumb attachment for a Medium or Large Tractor	N/A	N/A	N/A	\$ 20.00
<b>CATEGORY 3 - LABOR</b>					
3.1	Construction Superintendent				\$ 58.00
3.2	Construction Foreman				\$ 30.00
3.3	Lead Operator				\$ 30.00
3.4	Heavy Equipment Operator including Truck Drivers				\$ 28.00
3.5	Equipment Operator with Fuel & O & M (Rental Equipment Only)	8.0	D	34.18%	\$ 37.00
3.6	Skilled Laborers				\$ 24.00
3.7	Construction Laborers				\$ 18.00
<b>LABOR OVERTIME (Rates are 1.5 times the standard rates above)</b>					
3.8	OT Construction Foreman				\$ 45.00
3.9	OT Lead Operator				\$ 45.00
3.10	OT Heavy Equipment Operator including Truck Drivers				\$ 42.00
3.11	OT Equipment Operator with Fuel & O & M (Rental Equipment Only)	6.0	D	28.28%	\$ 51.00
3.12	OT Skilled Laborers				\$ 36.00
3.13	OT Construction Laborers				\$ 27.00
<b>CATEGORY 4 - ODC'S (Markup - 10% max)</b>					
4.1	Materials				1.00%
4.2	Subcontractors				1.00%
4.3	Rentals				1.00%

Notes: \* Fuel consumption based on average of Annual Contractors and utilized for fuel cost adjustments.

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## ATTACHMENT F

### DIRECT PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT

It is understood by the District that the Contractor has included Florida State Sales Tax and other applicable taxes in its costs for material, supplies and equipment on Work Orders. The District is exempt from sales tax and reserves the right to make direct purchases of various construction equipment, materials or supplies that are included in the Contractor's proposal for a specific Work Order for incorporation into the Work. Any equipment, materials or supplies directly purchased by the District that are included in Contractor's Work Order shall be referred to as "Owner-Purchased Materials". The District does not anticipate exercising this practice unless the savings outweigh the District's administrative costs.

The District shall issue a Work Order to the Contractor in the amount of the District's estimate. The use of Owner-Purchased Materials shall be provided by a Deductive Change Order to the Work Order, thereby reducing the Work Order by the net undiscounted amount of the value of the Owner-Purchased Materials, as quoted to Contractor, plus all sales tax as applicable. The District shall issue a Purchase Order to the supplier in coordination with the Contractor in an amount equal to the value of the Deductive Change Order, less applicable sales tax.

Although the Work Order has been reduced by the value of the Owner-Purchased Materials, the Contractor may be required to provide the District with Payment and Performance Bonds, and Builder's Risk Insurance (as applicable) in the amount of the total value of Contractor's Work Order Amount, inclusive of the value of the Owner-Purchased Materials, solely for Type 2 Work Orders exceeding \$200,000. For Type 1 Work Orders a Payment Bond may be required.

### PROCEDURES

- A) If requested by the District for a specific Work Order, the Contractor shall provide the District a List and description of all intended equipment, materials or supplies for consideration as Owner-Purchased Materials, along with copies of the quotes for such as quoted by the vendors to Contractor.
- B) Contractor shall prepare the List specifically identifying all Owner-Purchased Materials, which the District has, at its sole option, elected to purchase directly. The List shall include:
  - 1) The name, address, telephone number and contact person for the vendor.
  - 2) Manufacturer or brand of the item.
  - 3) The price quoted by the vendor for the Owner-Purchased Materials, as identified therein.
  - 4) Any sales tax associated with such quote.
- C) Contractor shall reference any terms and conditions that have been negotiated with the vendors (i.e., payment terms, warranties, retainage, etc.). The List is to be submitted to the District's designated representative no less than seven days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for the District's review and approval and to assure that such Owner-Purchased Materials may be directly purchased by the District and delivered to the Project site so as to avoid any delay to the Project.

District will compensate the Contractor at a rate of \$50 per hour to obtain quotes for the Owner-Purchased Materials, with a maximum cap of \$500, unless otherwise specified in the work order.

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- D) After receipt of the List, the District shall prepare Purchase Orders for the Owner-Purchased Materials. The District's Purchase Orders shall require the delivery of the Owner-Purchased Materials on the delivery date provided by Contractor and shall indicate F.O.B. jobsite. The District's Purchase Orders shall contain or be accompanied by the District's tax exemption certificate and must include the District's name, address, and exemption number with issue and expiration date shown.
- E) The District shall execute and deliver to the Contractor, a Deductive Change Order to the Work Order, referencing the full value of all Owner-Purchased Materials to be provided by each vendor from whom the District elected to purchase equipment, material or supplies directly, plus all sales tax savings associated with such materials in Contractor's Work Order.
- F) Contractor shall be fully responsible for all matters relating to the receipt of Owner-Purchased Materials in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the Owner-Purchased Materials at the time of delivery, and loss or damage to Owner-Purchased Materials following acceptance of such on behalf of the District due to the negligence of Contractor. Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by Contractor for the Owner-Purchased Materials. Contractor shall provide all services required for the unloading, handling and storage of the Owner-Purchased Materials through installation. Contractor agrees to indemnify and hold harmless the District from any and all claims of whatever nature that may be made by vendors against the District, as a result of the negligence of Contractor in its dealings with the vendors of the Owner-Purchased Materials. Late delivery of material or equipment shall not be the basis of a claim against the District for extra costs or time extension.
- G) As Owner-Purchased Materials are delivered to the jobsite, Contractor shall visually inspect all shipments from the vendors, and approve the vendor's invoice for Owner-Purchased Material delivered. Contractor shall assure that each delivery of Owner-Purchased Materials is accompanied by documentation adequate to identify the District's Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the District's Purchase Order, together with such additional information as District or Contractor may require. Contractor shall verify in writing to the District receipt and acceptance of the Owner-Purchased Materials and the Contractor will then forward the invoice to the District for payment. The District shall have the right to assign District personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) Contractor shall be required to review and sign invoices submitted by all vendors of Owner-Purchased Materials delivered to the Project site and either concur or object to the District's issuance of payment to the vendor, based upon Contractor's records of the Owner-Purchased Materials delivered to the site and any defects in such.
- I) Upon receipt and verification of the appropriate documentation, the District shall prepare a check drawn to the vendor based upon the receipt of data provided by Contractor. This check will be provided directly to the vendor. Contractor agrees to assist the District to immediately obtain partial or final release of lien waivers as appropriate.
- J) Contractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to the incorporation of such into the Work, if such Owner-Purchased Materials are patently defective, and whether they are identical to the Owner-Purchased Materials ordered and that they match the description on the bill of lading. If Contractor discovers defective or nonconformities in

the Owner-Purchased Materials upon such visual inspection, Contractor shall not utilize such in the Work and instead shall promptly notify the vendor of the delay or interruption to the Project. Additionally, Contractor shall notify the District of such occurrence. If Contractor fails to perform such inspection and otherwise incorporates defective or nonconforming Owner-Purchased Materials, the condition of which is either known, or should have been known, by performance of an inspection, Contractor shall be responsible for all damages to the District resulting from Contractor's incorporation of such materials into the Project, including liquidated or delayed damages. In the event that the Owner-Purchased Materials are found to be defective or nonconforming, Contractor shall promptly take action with the vendor to remedy the defect or nonconformance so as not to delay the work.

- K) Contractor shall maintain records of all Owner-Purchased Materials it has incorporated into the Work from the stock of Owner-Purchased Materials in its possession. Contractor shall account monthly to the District for any Owner-Purchased Materials at District's request for audit and advise the District when such Owner-Purchased Materials have been incorporated into the Work.
- L) Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner-Purchased Materials, as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate vendor.
- M) Notwithstanding the transfer of Owner-Purchased Materials by the District to Contractor's possession, the District shall retain title to any and all Owner-Purchased Materials.
- N) The transfer of possession of Owner-Purchased Materials from the District to Contractor shall constitute a bailment for mutual benefit of the District and Contractor. The District shall be considered the bailor and Contractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the District for purposes of its bailment at such time as they are incorporated into the work or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store, and protect all Owner-Purchased Materials until completion and satisfactory acceptance of the Project by the District.
- O) The District shall purchase and maintain insurance, which shall be sufficient to protect against any loss of or damage to Owner-Purchased Materials. Such insurance shall cover the value of any Owner-Purchased Materials not yet incorporated into the work from the time District first takes title. At the time the Owner-Purchased Materials are incorporated into the work, the District's responsibility for insuring the Owner-Purchased Materials shall cease and be assumed by the Contractor through the Contractor's Builder's Risk Insurance when said policy is required by the District.
- P) At the end of the Project, any refund for surplus equipment, materials or supplies returned to vendors, plus applicable sales tax savings amount, shall be credited with an Additive Change Order to the Work Order issued to Contractor by the District. The Agreement shall be amended accordingly through the execution of an Additive Change Order. Salvage materials shall be the property of the District.

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IFB #28364  
Annual Civil Works Construction Services

**ATTACHMENT G  
DISCLOSURE OF LOBBYING ACTIVITIES (sample)**

Approved by DMR 0348-4046

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> <b>A</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> <b>A</b> a. Bid/offer negotiation b. initial award c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> <b>A</b> a. initial filing b. material change  <b>For Material Change Only:</b> you _____ quarter date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subcontractor Title _____, if known: _____ _____ Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subcontractor, Enter Name and Address of Prime:</b>   Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>  <b>SJRWMD</b>	<b>7. Federal Program Name/Description:</b> Annual Civil Works Construction Services - IFB 28364 CPDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  N/A	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MO):</b>   (attach Continuation Sheet)	<b>b. Individuals Performing Services (including address if different from No. 10a):</b> (attach name, first name, MO)  N/A	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the department when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> Michael A. Harrison <b>Title:</b> Partner <b>Telephone No.:</b> 352-581-0368 <b>Fax:</b> 127-4718	
<b>Federal Law Only:</b> _____	Authorized for Local Reproduction Standard Form - 117 (Rev 7-97)	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.


**According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.**

**ATTACHMENT H**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS  
(sample)**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 12 day of 14, 2015.

By:   
Authorized Signature/Contractor

Michael A. Hartman / Partner  
Typed Name/Title

Perry Construction Co., Inc. And Hartman Civil Construction Co., Inc A Joint Venture  
Contractor's Firm Name

21761 NW 60TH AVE  
Street Address

Building, Suite Number

Micanopy FL 32667  
City/State/Zip Code

352-591-0388  
Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection (DEP) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DEP FORM 55-220 (01/01)

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

**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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 changes 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 of the Agreement or a work order.)

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: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Contracts Administrator

cc: Contract/Purchasing file  
Financial Management

SJRWMD: mbaldwin 1/25/2016 9:01:21 AM

**ATTACHMENT J – WORK ORDER  
WORK ORDER AUTHORIZATION (sample)**

**Contract number:** \_\_\_\_\_ **Contract name:** \_\_\_\_\_

**Work Order No.:** \_\_\_\_\_ **Project name:** \_\_\_\_\_

**Work Order encumbrance number:** \_\_\_\_\_

**Work Order funding limit:** \$\_\_\_\_\_ (CAs - Insert amount for Type 1; for Type 2 and 3, the funding limit should be the same as the fixed or not-to-exceed price stated below.)

**To:**

**From:** \_\_\_\_\_, Project Manager

**Type of Work Order:**

- Type 1 (hourly)
- Type 2 (fixed price) \$\_\_\_\_\_
- Type 3 (not to exceed) \$\_\_\_\_\_

**Work Order Manager (if appropriate):**

**Name:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Description of Work:** All work shall be accomplished in accordance with the attached Statement of Work, Attachment “ \_\_\_\_\_ ” – \_\_\_\_\_. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted (insert frequency \_\_\_\_\_) to the Director, Division of Financial Management.

**Special note:** \_\_\_\_\_

**Commencement Date:** Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District. on \_\_\_\_\_. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

**Completion Date:** All work pursuant to this Work Order shall be completed by \_\_\_\_\_ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20 \_\_\_\_\_. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a 10% penalty if submitted later than October 30, 20 \_\_\_\_\_.

District Approval: \_\_\_\_\_  
Date

Acceptance of terms and conditions:  
\_\_\_\_\_  
Date



**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (sample)**

**CERTIFICATE OF PARTIAL/FINAL PAYMENT, WAIVER  
AND RELEASE FROM CONTRACTOR/CONSULTANT OR SUBCONTRACTOR/SUBCONSULTANT**

Distribution: original + 1 copy to the District's Project Manager

To be completed by the District:

Total of all Disbursements	\$	_____
Retainage withheld**	\$	_____
Bond withheld**	\$	_____
Amount on Utilization Schedule	\$	_____
*Overrun**	\$	_____
*Underrun**	\$	_____

\* Include comments explaining all overruns and underruns.

\*\* If applicable

SJRWMD: mbaldwin 1/25/2016 9:01:21 AM

ATTACHMENT L  
(sample)  
WORK ORDER NO.: \_\_\_\_\_

PROJECT/SERVICE TITLE: \_\_\_\_\_

CERTIFICATION OF DISBURSEMENT

PREVIOUS PERIODIC or  FINAL PAYMENT TO SUBCONTRACTORS OR SUBCONSULTANTS  
(Check appropriate box)

DATE \_\_\_\_\_  
TO RELEASE MONTHLY PAYMENT FOR \_\_\_\_\_

\_\_\_\_\_, Contractor/Consultant for the above referenced Project, hereby certifies that all Subcontractors/Subconsultants, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by St. Johns River Water Management District (District) for all work, services, materials and/or equipment furnished under the contract. The term "Subcontractor", as used herein, shall also include persons or firms furnishing materials, services and/or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the District and work done under equipment-rental agreements.

EXCEPTION:

The following Subcontractors/Subconsultants have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form. **NOTE: The District will not make any progress or final payments before receipt of this certification, unless the undersigned demonstrates good cause for not making the required payment to the District, the affected Subconsultant(s)/Subcontractor(s) and Suppliers.**

Subcontractor/Subconsultant Name _____	Subcontractor/Subconsultant Name _____
Street Address _____	Street Address _____
City State Zip _____	City State Zip _____

State of Florida \_\_\_\_\_  
County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

(Print name of person signing Certification) By: \_\_\_\_\_  
Title \_\_\_\_\_

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Certification of Disbursement Instructions:**

1. Attach copy of the notification good cause sent to each applicable Subcontractor/Subconsultant.
2. List any Subcontractors/Subconsultants previously listed, which have not been paid the proportionate share of payments received by the Contractor/Consultant and the date listed as exception.
3. List the Subcontractors/Subconsultants previously listed, which have been paid the proportionate share of payments received by the Contractor/Consultant and the date listed as exception.
4. A separate certification is required for each contract.
5. To be signed by principal of the firm or someone with the delegated authority and the signature notarized.
6. To avoid delay in payment, certification must be submitted to the District's Project Engineer no later than the Friday before the monthly estimate cutoff date.
7. Attach the executed Certificate of Partial/Final Payment, Waiver and Release form from each applicable Subcontractor or Subconsultant.

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ATTACHMENT M  
PERFORMANCE AND PAYMENT BOND (sample)

Surety Number \_\_\_\_\_  
St Johns River Water Management District Contract Number \_\_\_\_\_

BY THIS BOND, we, \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_ ("Principal"), and \_\_\_\_\_  
whose address is \_\_\_\_\_, 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, for the use and benefit of claimants, as defined in §255.05(1), Fla. Stat., in  
the amount of Total Bid Cost, 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), 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	By: _____
_____	_____
(Official title)	(Typed name) (SEAL)
Surety	By: _____
_____	_____
(Official title)	(Typed name) (SEAL)

(Countersignature by Florida Registered Agent)

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.

**ATTACHMENT N**  
**QUALIFICATIONS SUPERINTENDENT REFERENCES (sample)**

Respondent's Superintendent: \_\_\_\_\_

**Project No. 1:**

Agency/Company: \_\_\_\_\_  
Current Contact Person at Agency/Company: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Agency/Company Address: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_  
Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 2:**

Agency/Company: \_\_\_\_\_  
Current Contact Person at Agency/Company: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Agency/Company Address: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_  
Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 3:**

Agency/Company: \_\_\_\_\_  
Current Contact Person at Agency/Company: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Agency/Company Address: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_  
Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

**INVITATION FOR BIDS #28364  
ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

The Governing Board of the St. Johns River Water Management District (the "District") requests that interested parties respond to the solicitation(s) below by 2:00 P.M. on December 14, 2015. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], or the District's website at *Floridaswater.com*. Bid packages may be obtained from Onvia DemandStar or the District by contacting Pam Paulk, at [ppaulk@sjrwmd.com](mailto:ppaulk@sjrwmd.com) or (386) 329-4469.

The proposed work primarily involves water resource and restoration projects, including but not limited to, general earthwork; levee construction; water control structures; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; pump stations; recreational use facilities; and ground cover. The work is predominantly located in remote and isolated locations with limited access; areas with high groundwater levels; frequently flooded areas; including work in clay and muck soils.

It is the District's intention to award contracts to two (2) contractors under this Invitation For Bids. The District issued 51 work orders over the last three years to date for an estimated amount of \$7 million with a range of work orders between \$50,000 and \$500,000. The estimated budget for the first year of this contract is \$4,000,000. If an award is made, a Contract shall be executed for a term of three years. The estimated budget for the three (3) years is \$9,000,000. Funding is contingent upon availability of funds of each fiscal year.

**Mandatory Pre-Bid Meeting**

November 19, 2015

10:00 A.M.

District Headquarters

4049 Reid Street

Palatka, Florida 32177

The pre-bid conference is intended to provide bidders the opportunity to receive clarification of any requirement of this Invitation For Bids. Audio recordings will be made of the pre-bid conference and will be made available to the bidders. For mandatory pre-bid conferences, the District will only accept bids from those attending the pre-bid conference.

**BID OPENING:**

**DECEMBER 14, 2015**

**2:00 P.M.**

St. Johns River Water Management District Headquarters  
4049 Reid Street, Palatka, Florida 32177-2571  
(Room number available at reception desk on day of opening.)

**PRESENTATION OF STAFF'S RECOMMENDATION  
TO GOVERNING BOARD ON JANUARY 12, 2016**

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### INSTRUCTIONS TO RESPONDENTS

Special accommodations for disabilities for any of the referenced meetings may be requested through Pam Paulk, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

#### 1. DEFINITIONS

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

#### 2. CONTRACT ADMINISTRATION

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

Pam Paulk Phone: (386) 329-4469 Fax: (386) 329-4848 E-mail: ppaulk@sjrwmd.com
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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 DELIVER BID

All bids must be submitted in sealed envelopes to:

Pam Paulk, Sr. Procurement Specialist Attn: Office of Financial Services St. Johns River Water Management District 4049 Reid Street, Palatka, Florida 32177-2571
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Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

<b>SEALED BID — DO NOT OPEN</b>
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Respondent's Name: _____
Invitation for Bids 28364, Annual Civil Works Construction Services
Opening Time: 2:00 P.M.
Opening Date: December 14, 2015

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will.

#### 4. OPENING OF BIDS

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

2:00 P.M., December 14, 2015 St. Johns River Water Management District Headquarters 4049 Reid Street, Palatka, Florida 32177-2571
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The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of Bids, whichever is earlier. This exemption is not waived by the public opening of Bids.

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

#### 5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in one of the following two formats: (1) "hard copy (paper)" OR (2) "electronic." Do NOT submit both. Instructions for submitting are provided below.

##### A. Instructions for Submitting Bids in "Hard Copy" Paper Format

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

- a. Bid Form
- b. Hourly Rate Cost Schedule (includes Excel® spreadsheet/file)
- c. Certificate as to Corporation
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- e. Qualifications (General, Similar Projects, Client References, and other required qualification forms)
- f. Drug-Free Workplace Form
- g. General Contractor or Underground Utility and Excavation Contractor's license, and any applicable licenses for the Respondent and individual to support its qualifications. (No District Form provided)
- h. Disclosure of Lobbying Activities
- i. Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion-Lower tier Federally Funded Transactions

Respondents must submit one original and one copy of their bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item in figures as indicated by the spaces provided. 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.

**B. Instructions for Submitting Bid in Electronic Format**

1. Respondent must follow all procedures for electronic submission or the Respondent’s Bid may be determined as “non-responsive” and rejected.
2. If the Respondent opts to submit its Bid in electronic format:
  - a. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under Item 5.A. above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
  - b. 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 in electronic format.
3. The file-naming conventions for the bid shall include:
  - a. Bid: IFB # Respondent’s name (abbreviated) Due Date  
(Example: IFB #28364, ABC Company 11-11-15)
4. All electronically submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive **MUST** be placed in a sealed envelope pursuant to the instructions under Section 3 for sealed bid – **DO NOT SUBMIT YOUR BID BY E-MAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**
5. If the Respondent elects to submit electronically, only one copy of the Bid is required.

**If you need assistance or have any questions about submitting in paper or electronic format, please e-mail or call Pam Paulk at ppaulk@sjrwmd.com@sjrwmd.com or (386) 329-4469.**

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.

**6. INQUIRIES AND ADDENDA**

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District’s bidding procedures and assist bidders in referring to any applicable provision in the bid documents, but the bidder 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 twelve days prior to opening of bids in order to be considered.** Requests may be submitted by fax at (386) 329-4848 or by e-mail at ppaulk@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the 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.

## 7. BUDGET

The estimated budget for the Work over a three-year period is \$9,000,000.00. 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 budget estimate as to the total funds available or to be awarded for the Work.

## 8. MINIMUM QUALIFICATIONS

To be considered responsive to this solicitation, the Respondent meet the minimum qualifications set forth below. Respondent must use the Qualifications forms attached, (GENERAL, SIMILAR PROJECTS, and Project Manager REFERENCES form) to document the additional minimum qualifications listed below. Failure to include these forms with the bid is cause for deeming the Respondent's Bid non-responsive. Qualifications References forms (see FORMS section).

- a) Respondent must be a Florida Licensed General Contractor or a Certified Underground Utility and Excavation Contractor who shall have at least five years of experience within the last eight years on projects of the nature specified below.
- b) Respondent's Project Manager shall substantiate a minimum of five years experience within the past eight years for construction-related work including the majority of the following: general earthwork (including work within wetlands); stormwater; dewatering; levees construction; culverts and water control structures; erosion control facilities; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; and ground cover,
- c) Respondent must provide a minimum of three (3) projects/references that demonstrate its experience for General Civil Works, Stormwater Treatment, Flood Control Levee Construction projects as defined herein.

On the Qualifications - Similar Projects forms attached, Respondent must document its construction experience. A maximum of three St. Johns River Water Management District (District) projects are allowed to meet the requirement for the three primary Respondent's projects.

Project #1 shall meet the following:

- The Respondent's portion of the project must have a minimum value of \$350,000 whether a prime contractor or a subcontractor on said project.
- Project shall be a General Civil Works Construction Project
- Each Project must have been completed in the past 5 year

Project #2 shall meet the following:

- The Respondent's portion of the project must have a minimum value of \$250,000 whether a prime contractor or a subcontractor on said project.
- The project shall be a Stormwater Treatment or a Flood Control Levee Construction Project.
- Project must have been completed in the past 5 years.

Project #3 shall meet the following

- The Respondent's portion of the project must have a minimum value of \$100,000 whether a prime contractor or a subcontractor on said project.
- Project shall be a Flood Control Levee Construction Project
- Project must have been completed in the past 5 years.

## TYPES OF PROJECTS FOR MINIMUM QUALIFICATIONS

### GENERAL CIVIL WORKS PROJECT

General Civil Works projects must meet the following definition:

- Any type of new civil works construction projects that are regulated by a General Contractor or an Underground Utility and Excavation Contractor license excluding vertical construction. The projects may include but not limited to paving, highways, bridges, sanitary sewer systems, and pump stations.

### STORMWATER TREATMENT PROJECT

Stormwater Treatment projects must meet either or both of the following definitions

- Improvements to water quality through the construction of stormwater treatment facilities (i.e., project generally consists of one or more stormwater ponds with associated piping and control structures)
- Improvements to water quality through the installation of erosion and sediment control best management practices (i.e., generally consists of installation of water control structures in drainage systems and/or installation of slope stabilization to reduce erosion and scouring in drainage systems)

Minimum Work Experience on Stormwater Treatment Projects:

1. Earthwork experience, including clearing property, excavating ponds and ditches, and fine grading.
2. Slope stabilization experience to include finished earthen slopes with installed rip-rap stabilization or other types of stabilization such as articulated block, geoweb, or fabriform.
3. Installation of water control structures, including precast concrete boxes, pipes (minimum 48-inch diameter), and risers or gates.
4. Installation of sheet pile for the purpose of construction of weirs or retaining walls.
5. Installation of reinforced concrete and metal structures to include cast-in-place headwalls, weirs, and structural steel platforms or walkways requiring the construction of forms, tying steel, finishing, welding, and related tasks.

### FLOOD CONTROL / LEVEE CONSTRUCTION PROJECT

Flood Control/Levee Construction projects must meet one of the following definitions:

- Impoundment levees constructed to store surface water such as a reservoir using borrow or on-site fill material placed in lifts and compacted to meet design specifications.
- Flood control levees constructed to prevent flooding of properties from an adjacent floodplain using borrow or on-site fill material placed in lifts and compacted to meet design specifications.

**Minimum Work Experience on Flood Control/Levee Construction Projects:**

1. Earthwork experience, including preparation of levee subgrade, borrow pit excavation, and dewatering, and hauling and placing of fill in lifts that meet compaction specifications.
2. Fine grading of the levee and stabilization of all side slopes.

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.

#### **9. BID GUARANTY**

For the purposes of this bid, a bid guaranty is not required.

#### **10. JOINT VENTURE**

Two or more Firms may form a joint venture for purposes of responding to this solicitation. Joint ventures shall be considered as one entity for the purposes of evaluating the responses. A Joint Venture firm may satisfy the minimum requirements of this solicitation for the Respondent through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

1. The Joint Venture shall in its own name, be registered with the State of Florida Division of Corporations prior to the bid submittal date.
2. Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to the submittal date.

#### **11. SUBCONTRACTS**

Acceptance of the Respondent's bid does not constitute approval of subcontractors identified with the bid.

#### **12. 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 submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

#### **13. 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 Section 2 of this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one bid 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 client references or other sources which indicates that Respondent may not successfully perform the Work;

- f. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- g. Respondent is failing to adequately perform on any existing contract with the District;
- h. Respondent has defaulted on a previous contract with the District;
- i. 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;
- j. 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.

#### 14. REJECTION OF BIDS

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, unauthorized alternate bids, 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 when it determines, in its sole judgment and discretion that it is not in its best interest to award the agreement.

#### 15. 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 bid opening. 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.

#### 16. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the two lowest responsive, responsible Respondents, being the Respondents 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").

**A "Hypothetical Project" will be developed by District staff and will be available at the time bids are opened. It is the intent of the District to award a minimum of two contracts to the lowest responsive and responsible Respondents based on the Total Bid Cost for the Hypothetical Project. The Total Bid Cost will be determined based on the cost to perform a Hypothetical Project comprised of a representative number of items from the Hourly Rate Cost Schedule.**

- 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 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.; or (3) by lot.
- e. The District reserves the right to award the Agreement to the next lowest available bidder in the event a 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 an 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."

#### **17. EXECUTION OF AGREEMENT**

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

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

The District will not execute an 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 an 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.

Submittal of a bid binds a Successful Respondent to perform the Work upon acceptance of the bid and execution of an Agreement by the District. The District anticipates that federal funds could be used to fund a portion of the Work. Federal requirements applicable to the Successful Respondent are attached to the Agreement.

#### **18. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA**

Respondent is solely responsible for understanding the conditions under which the Work is to be performed.

Failure to satisfy the obligations of this section 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.

**19. DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime 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.

**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. 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.

**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 Onvia DemandStar at Demandstar.com. Onvia DemandStar may also be accessed through the District's website at *Floridaswater.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 that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Bid Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

### **23. 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.

### **24. PROTEST PROCEDURES**

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the bid documents or addenda.

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

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.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

*The rest of this page is intentionally left blank.*

**FORMS ATTACHED**

**BID FORM**

This form to be included in bid submittal

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 such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the 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

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

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

\_\_\_\_\_  
Typed name and title \_\_\_\_\_  
Fax number

**HOURLY RATE COST SCHEDULE**  
(Page 1 of 2)

This form to be included in bid submittal

In accordance with the advertisement requesting bids for the Annual Civil Works Construction Services, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

The Respondent's rates shall include but not be limited to profit, overhead, fuel, oil, maintenance, onsite storage, and all other associated expenses to operate equipment and perform the Work. Furthermore, the Contractor-employee rate charged to the District includes Contractor costs over and above salaries. Specifically, the burdened rate charged the District is higher because of Contractor's cost of offering Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing Work under this contract.

**Respondent's rates for similar equipment with differentiating specifications such as the Dozers (D4, D5 and D6) shall correspond to the differences in the equipment. Deviations from this requirement require a written justification to be submitted with the Bid.**

**RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS ON THE HOURLY RATE COST SCHEDULE PROVIDED HEREIN. FAILURE TO COMPLETE ALL BLANKS MAY BE CAUSE TO CONSIDER THE BID NON-RESPONSIVE.**

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.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Fax number

**HOURLY RATE COST SCHEDULE**

Page 2 of 2

This form to be included in bid.

CONTRACT #28364			
ATTACHMENT XX - HOURLY COST SCHEDULE			
NO.	CATEGORY 1 - HEAVY EQUIPMENT WITHOUT OPERATOR	Fuel Max Gal/Hr	Diesel (D) or Gasoline (G) \$ Per Hour
1.1	Front-end loader – with minimum 3 cubic yard bucket, root rake with clamp , and pallet forks	4.00	D \$ -
1.2	Mulli Terrain Tracked Loader (skid steer), 100 HP min	3.00	D \$ -
1.3	Dozer - D4 Wide Track (LGP) with min. blade capacity = 1.8 cy, variable pitch, angle & tilt blade for finish work	3.40	D \$ -
1.4	Dozer - D5 Wide Track (LGP) with min. blade capacity = 2.86 cy, variable pitch, angle and tilt blade for finish work	4.50	D \$ -
1.5	Dozer - D6 Wide Track (LGP) with min. blade capacity = 5.57 cy	6.80	D \$ -
1.6	Combination Loader/Backhoe, hoe -1.5 cy bucket, dig depth 17 ft; loader bucket 1.75	3.00	D \$ -
1.7	Medium Trackhoe, min 31' reach & minimum 2.0 cy bucket, equivalent to CAT 320E thru 330F	5.30	D \$ -
1.8	Large Trackhoe – min 38' reach & minimum 3.5 cy bucket, equivalent to CAT 336F thru 349F	9.60	D \$ -
1.9	Long-reach Trackhoe, minimum 239 HP, 60' reach (reach measured from centerline of machine), & 1.0 cy bucket	9.60	D \$ -
1.10	Off-road articulating dump truck – min. 18 cy capacity, 25 ton, equiv. Cat 725	8.60	D \$ -
1.11	Off-road articulating dump truck – min. 25 cy capacity, 30 ton, equiv. Cat 735	12.00	D \$ -
1.12	Vibratory roller, smooth 84 inch drum, min. 14,000 lbs at drum	4.00	D \$ -
1.13	Sheeps Foot Roller or Soil Compactor, min. 12 tons 60" drum diameter	5.00	D \$ -
1.14	Ride-on trencher - Trench width up to 12", depth 5'	4.00	D \$ -
1.15	Motor Grader - 12' Articulated Blade, AWD, equivalent to 672 John Deere, CAT 12M or 672 AWD	5.40	D \$ -
1.16	Dump Truck, 18 cubic yard capacity	6.00	D \$ -
1.17	Water truck, 2,000 gallon minimum with 12' spray bar	3.00	D \$ -
1.18	Excavator W/ Fecon Cutting Head, 200 size excavator minimum	6.00	D \$ -
1.19	Positrac W/ Fecon Cutting Head	4.00	D \$ -
1.20	Mini Rubber tracks Trackhoe 39-45 HP, 18' min reach & 0.10 cy bucket	2.00	D \$ -
<b>CATEGORY 2 - EQUIPMENT</b>			
2.1	Vibratory Tamper (Jumping Jack) - min. plate size 13" L x 11" W, min. impact force = 3,000 lb	2.00	G \$ -
2.2	Vibrating Plate Compactor - min. 19.5 inch, & 6,000 lb impact force	1.00	G \$ -
2.3	Walk Behind Single Roller - min. 1 ton, 22 in width (Bomag BW55E)	4.00	D \$ -
2.4	2"-4" Trash Pump with suction hose and 150' discharge hose	2.00	G \$ -
2.5	6"- 8" Dry or Vacuum pump with suction hose and 150' discharge hose	3.00	D \$ -
2.6	10" - Dry or Vacuum pump with suction hose and 150' discharge hose	4.00	D \$ -
2.7	Cut Off Saw / Chain Saw	1.00	G \$ -
2.8	Generator - 5kw min.	2.00	G \$ -
2.9	17' - 24' Boat w/motor 3 person capacity	1.00	G \$ -
2.10	Welding Machine 250 Amp with welding supplies	3.00	G \$ -
2.11	Aquatic bucket attachment (to be used with Long-reach Trackhoe)	N/A	N/A \$ -
2.12	Ditching bucket attachment (to be used with Long-reach Trackhoe), minimum 8 ft. wide	N/A	N/A \$ -
2.13	Thumb attachment for a Medium or Large Trackhoe	N/A	N/A \$ -
<b>CATEGORY 3 - LABOR</b>			
3.1	Construction Superintendent		\$ -
3.2	Construction Foreman		\$ -
3.3	Lead Operator		\$ -
3.4	Heavy Equipment Operator Including Truck Drivers		\$ -
3.5	Equipment Operator with Fuel & O & M (Rental Equipment Only)	6.00	D \$ -
3.6	Skilled Laborers		\$ -
3.7	Construction Laborers		\$ -
<b>LABOR OVERTIME (Rates are 1.5 times the standard rates above)</b>			
3.8	OT Construction Foreman		\$ -
3.9	OT Lead Operator		\$ -
3.10	OT Heavy Equipment Operator Including Truck Drivers		\$ -
3.11	OT Equipment Operator with Fuel & O & M (Rental Equipment Only)	6.00	D \$ -
3.12	OT Skilled Laborers		\$ -
3.13	OT Construction Laborers		\$ -
<b>CATEGORY 4 - ODC'S (Markup - 10% max)</b>			
4.1	Materials		0.0%
4.2	Subcontractors		0.0%
4.3	Rentals		0.0%

Notes: \* Fuel consumption based on average of Annual Contractors and utilized for fuel cost adjustments.

CERTIFICATE AS TO CORPORATION

This form to be included in bid submittal

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

This form to be included in bid submittal

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

This form to be included in bid submittal

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: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Total number of years Respondent has experience in similar herbicide application work 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.

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

Respondent: \_\_\_\_\_

**RESPONDENT'S QUALIFICATIONS SIMILAR PROJECTS**

(Add additional pages as necessary)

Respondent shall provide a total of three references, which shall include the completed projects listed herein. No more than two references shall be from the District. Respondent shall include a letter from at least one reference attesting to their abilities as it relates to the Types of Projects listed in Section 8(c).

**Completed Project/Reference #1 (Value of Respondent's Work-Minimum of \$350,000):**

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

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

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

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

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

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

Total Project value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Name(s) of assigned personnel:**

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project/Reference #2, Value of Respondent's Work-Minimum of \$250,000:**

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

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

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

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

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

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

Total Project value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Name(s) of assigned personnel:**

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

Respondent: \_\_\_\_\_

**Completed Project/Reference #3, Value of Respondent's Work-Minimum of \$100,000:**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Total Project value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Name(s) of assigned personnel:**

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent: \_\_\_\_\_

**QUALIFICATIONS PROJECT MANAGER REFERENCES**

Respondent shall provide a total of three references (contact person) for the Respondent's Project Manager, that support a minimum of minimum of five years experience within the past eight years of construction related work listed in Section 8(b). No more than two references shall be from the District. (For similar projects listed above for the Respondent, simply state "Completed Project No. \_\_\_\_.")

Respondent's Project Manager: \_\_\_\_\_

**Project No. 1:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Completed Project No. \_\_\_\_.

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

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 2:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Completed Project No. \_\_\_\_.

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

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 3:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Completed Project No. \_\_\_\_.

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

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

DRUG-FREE WORKPLACE FORM

This form to be included in bid submittal and will be used only in the event of a tie bid

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

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

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

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

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

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

NO RESPONSE FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION FOR BIDS 28364, Annual Civil Works Construction Services

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 Bureau of Procurement Management 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 Invitation for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid 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 \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

**AGREEMENT  
DRAFT**

**CONSTRUCTION SERVICES AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND**

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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, 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 equipment and materials not provided by the District and perform all labor required for each Work Order issued under this Annual Civil Works Construction Services Agreement ("the Work"). In accordance with IFB #28364, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) Invitation for Bids; (2) Instructions to Respondents; (4) 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 OF AGREEMENT**

- (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 shall survive termination or expiration of this Agreement.
- (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 \_\_\_\_\_, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement is for a three-year term.

**2. FUNDING OF AGREEMENT**

- (a) **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 (5) 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.

- (b) For satisfactory performance of the Work, the District agrees to pay Contractors a total shared sum not to exceed \$9,000,000 (the "Total Compensation"). The total amount of all Work Orders under all Agreements for Annual Civil Works Construction Services shall not exceed the Total Compensation. Compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order.
- (d) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (d) **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 10 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 (10) days prior to the due date and state the basis for the delay.**
- (e) **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 Contractor 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.
- (f) **Retainage.** For a Type 1 work order the District shall pay Contractor one hundred percent (100%) of each approved invoice. For a Type 2 work order the District shall pay Contractor ninety-five percent (95%) of each approved invoice and retain five percent (5%) as retainage, to be paid upon completion of the Work. Completion occurs at the completion

of the punch list for each Work Order. Contractor may present the District with a payment request for part or all of the retainage as provided by section 218.735(7)(e), Fla. Stat.

- (g) The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain the advance approval of the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order. Said approval shall be specific for each work order.
3. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract annual anniversary date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule increases shall be prorated based upon the number of calendar months in the District's fiscal year that the contract has been in effect. hourly rate
4. **PAYMENT AND RELEASE.** Contractor's acceptance of final payment of each work order shall constitute a release in full of all Contractor claims against the District arising from the performance of Work under this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
5. **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. The 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.
6. **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.
7. **PROJECT MANAGEMENT AND 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 (3) business days prior written notice to the other party. 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. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Cliff Gandy, Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177  
Phone: (386) 329-4322  
E-mail: cgandy@sjrwmd.com

CONTRACTOR

Project Manager  
  
Phone:  
E-mail:

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a "Work Order Manager" for each Work Order, who will serve as the project manager for that Work Order. The Work Order Manager may approve minor deviations in the Work that do not affect the total work order compensation or work order completion date or otherwise significantly modify the terms of the work order. Any issues related to the Work performed under a work order shall be directed to the Work Order Manager.
- (c) Contractor shall provide efficient supervision of the Work as required by the work order. Contractor shall keep on the worksite during its progress a competent superintendent, or other supervisory roles, satisfactory to the District. No supervision shall be changed except with the District's consent. All District approved supervisors shall represent Contractor in the absence of Contractor's Project Manager. All directions shall be given in writing and 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.

- (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.

**8. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING**

- (a) **Pre-work Conference.** Within ten (10) days after execution of a work order, Contractor may be required to schedule a pre-work conference with the District's Work Order Manager to discuss scheduling and other matters and may be required to provide a work plan for the District's approval. Contractor shall provide the District a list of any subcontractor necessary for the Work. The list shall include: (1) name, address, contract,

phone number and email address of subcontractor, (2) description of subcontract work, and (3) quotes.

(b) **Reporting.**

Type 1 Work Orders: The District requires Contractor to provide weekly reports to include the Contractor's Daily Record of Hours (3 pages) and current budget tracking information for each project Work week defined as Monday – Sunday. These forms include daily activities regarding the progress of the Work. The Daily Record of Hours (DRH) is an MS Excel file that will be provided electronically. District forms shall be completed for each day any Work is performed. Completed forms shall be submitted to the District Work Order Manager by 5:00 PM on the second work day of the following week. If a District recognized holiday occurs on a Monday, then the form will be due by 5:00 PM on Wednesday. Contractor may be penalized for neglecting, failing, or refusing to submit this form within the required timeframe stated above. The penalty for failing to timely submit the Daily Record of Hours form will be one percent (1%) of the amount accrued for the total approved labor and equipment hours for the applicable work week, for each 24-hour period that the required form is late, up to a maximum penalty of five percent. For example, if the form is due by 5:00 PM on Tuesday and received after this time, but before 5:00 PM on Wednesday, then Contractor will be penalized one percent of the of the amount accrued for the total approved labor and equipment hours for the previous week. If the form is not received Friday by 5:00 PM, then the penalty would be three percent. For these purposes, weekends (Saturday and Sunday collectively) shall be considered as one day.

If not submitted within seven days after the due date, the District reserves the right to suspend work on the project until all paperwork that is due has been submitted with no additional costs to the District. The need for a daily report will be determined by the Work Order Manager.

Type 2 Work Orders: Contractor shall provide to the District the project schedule and update/status reports on a weekly basis or 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 fifteen (15) days of request or when the work plan is submitted, whichever occurs last. Contractor shall utilize Microsoft Project 2000 software for the CPM, with a separate line for each major section of work or operation. 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 (10) 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 float.

- (d) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the Work Order Manager. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

**9. 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 (10) 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 (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10) 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.

- 10. AMENDMENTS.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Agreement to change or modify the Agreement.

11. **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 thirty (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 (5) 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 (7) 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 twenty (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.

12. **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.

**13. ASSIGNMENT AND SUBCONTRACTS**

Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. Contractor shall be allowed a markup of their subcontractor's work for oversight and management.

(ii.) 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.

(iii.) The District reserves the right to reject any proposed subcontractors.

**14. 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.

**15. BONDS**

- (a) **Payment Bond.** A payment bond equal to the total work order compensation is required for a Type 2 Work Order greater than \$200,000. A payment bond equal to the total amount of the work order may be required for Type 1 Work Orders greater than \$200,000, however, the bond may be reduced by the District, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The District may require, in its sole judgment and discretion, a payment bond for work orders of \$200,000 or less, in which event the bonding requirement shall be disclosed in the Work Order specifications.
- (b) **Performance Bond.** A performance bond equal to the total work order compensation is required for Type 2 Work Orders greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for Type 2 Work Orders of \$200,000 or less, in which event the bonding requirement shall be disclosed in the Work Order.
- (c) Completed bonds shall be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) on the reproduced form provided in the Bid Documents and (2) written through a licensed agency that fulfills the requirements of section 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, a 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.
16. **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, or national origin, age, handicap, or marital status.
17. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
  - (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects, which may develop in the other contractor's work after execution of the Work.
18. **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.
19. **DAVIS BACON ACT.** Work under this contract may be federally funded and is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by the Department of Labor Regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are

required to pay wages to laborers and mechanics at a rate not less than the prevailing minimum wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. In addition, construction-related subcontracts of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act.

**20. 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 fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar 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 (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) 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.

**21. DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

**22. EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor 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.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**23. FUEL COST ADJUSTMENTS**

- (a) Contractor may request fuel cost adjustments no more than once per quarter if the cost of fuel changes, as determined by the fuel cost indices below, by more than 15%. For these purposes, quarters begin on October 1, January 1, April 1, and July 1. Fuel cost adjustments will be based on one or more of the following or upon mutual agreement, alternate equivalent indices; the Producer Price Index Commodity Data (PPI) for **Series Id: WPU0571; Not Seasonally Adjusted; Group: Fuels and related products and power; Item: Gasoline; Base Date: 8200 and Series Id: WPU057303; Not Seasonally Adjusted; Group: Fuels and related products and power; Item: #2 Diesel fuel; Base Date: 8200:** <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
- (b) To calculate an adjustment, take the Preliminary PPI at the time of the adjustment request minus the Preliminary PPI for the Reference Date (the initial Reference Date is the effective date of the contract, subsequently, the date of the most recent adjustment) divided by the Preliminary PPI for the Reference Date, multiplied by the Fuel Cost Percentage (initially, the percentage of cost attributed to fuel on the effective date of the contract; subsequently, the adjusted percentage of cost attributed to fuel based on the most recent adjusted costs), multiplied by the total cost (initially, the total cost on the Effective Date of the contract; subsequently, the most recent adjusted total cost).
- (c) Requests for adjustment shall be submitted to the Project Manager and shall include the data and calculations used to determine the adjustment. The fuel adjustment, if approved, will be effective as of the date the District receives a request that complies with the above.
- (d) The District may impose a fuel cost adjustment based on the above calculations. Such adjustment shall be effective as of the date Contractor receives notice of the adjustment, including the data and calculations used to determine the adjustment. The District reserves the right to withhold an amount reflecting a properly imposed District fuel cost adjustment from payment of any invoice for work performed after the effective date of the adjustment that fails to accurately reflect the adjustment.

**24. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in 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.

**25. 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 section 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.

26. **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.
27. **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 section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one (1) 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.
28. **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 of defenses that Contractor may have against the lienor.
29. **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.

30. **ORGANOCHLORINE PESTICIDES.** The Lake Apopka North Shore Restoration Area (NSRA) is former agricultural property. Soil samples from the NSRA indicate organochlorine pesticide levels that exceed Florida Department of Environmental Protection's Industrial/Commercial soil cleanup target levels. Contractors working in the NSRA are responsible for taking all appropriate measures to provide for the safety of their employees. Recommended measures should be designed to minimize contact with the soil through engineering controls, which may include: (1) wearing waders or rubber boots and gloves to minimize contact with soil and sediments, (2) washing thoroughly with soap and water after contact with soils or sediments, (3) decontaminating any equipment in contact with soil or sediment through washing with soap and water and (4) using enclosed cabs or dust masks to minimize exposure to dust created by Contractor's activities.
31. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
  - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
  - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
32. **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.
33. **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 shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the

event of temporary suspension of the Work, or during inclement weather, or whenever the District shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the District's satisfaction. Should Contractor fail to perform these obligations, the District may make good any such damage and deduct the cost thereof from Contractor's final payment.

34. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
35. **PUBLIC RECORDS.** Contractor shall allow public access to all public records unless the documents are exempt under Florida law or are a confidential trade secret pursuant to section 815.04(3)(a), Fla. Stat. If Contractor is acting on behalf of the District by providing a governmental service to members of the public that would otherwise be provided by the District, Contractor must retain its public records and make them available for public inspection and copying in accordance with section 119.0701, Fla. Stat. If Contractor receives a public records request, Contractor shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.
36. **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.
37. **REMEDIES FOR NON-PERFORMANCE**
- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized

through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the total work order compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the total work order compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the total work order compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the total work order compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the total work order compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
38. **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.
39. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
40. **SCRUTINIZED COMPANIES.** In accordance with section 287.135, Fla. Stat., this contract may be terminated by the District if Contractor: (1) is found to have submitted a false certification

stating that it is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List" or (2) is placed on either list.

**41. SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**

- (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.

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

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

**44. 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 twelve (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 twelve (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.

**45. WORK ORDERS.**

- (a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) **Duty to Inspect and Report Deficiencies in Plans and Specifications**
  - (i) For any Work that is dependent upon conditions at the worksite, Contractor beginning the Work shall represent and warrant 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.

- (ii) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the statement of work, plans, or technical specifications, as applicable, 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.
  - (iii) 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.
- (c) **Types of Work Orders.** When services are needed, the District and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
- (i) Generally, a **Type 1** (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District. Identification of the Work involved is typically concept level drawings with minimal details. A Type 1 Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The District must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in subparagraph (f)(iii), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for District audit in accordance with the unit costs of this Agreement and the Work Order. The District reserves the right to determine the means and methods of performing the Work and supplying materials.

- (ii) A **Type 2 (fixed-price)** Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.
- (d) **Additional Provisions Applicable to Type 1 Work Orders**
- (i) **Additional equipment and services.**
- The District may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
  - After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.
  - If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
- (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the District. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the District may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The District will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.
- (iii) **Other Direct Costs.**
- Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained

by Contractor, including applicable sales tax (“Other Direct Costs”), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:

- Cost is less than or equal to \$10,000 – one documented quote – verbal, written, or on line; or a written explanation to District procurement staff and approval from the District for not receiving three quotes.
- Cost is greater than \$10,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation to and approval from the District for not receiving three quotes.
- If a cost exceeds \$10,000 , documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
- Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the District.
- Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

- (e) **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.

**Commencement of Work:** Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the District unless an alternate date is stated in the work order. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within ten days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Work Order Manager and subject to the other terms of this Agreement. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D. Contractor shall not commence the Work until any required submittals including but not limited to quotes on equipment rentals and materials are received and approved.

- (g) **Work Order District Supplemental Instructions (DSI):** The District’s Work Order Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work for a specific Work Order that are consistent with the scope of the Work Order. Both parties must sign the DSI. A DSI may not be used to change the total work order compensation, quantity, quality or the completion date of the Work Order, or to change or modify the Agreement. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions (DSI) will involve extra cost or extend the work order 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.

- (h). **Change Order:** The District may alter the work order 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 plus 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 Work Order Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Work Order Manager will verify the amount due Contractor. Pending a final determination of value, payments will be based upon the Work Order Manager's verification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

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 work order compensation or extension of the work order completion date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (i) **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 (5) days. Within fifteen (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 fifteen (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.
- (j) **Inspection and Testing of Work; Rejection of Work and Materials Tools, Plant, and Equipment; Material Substitution**
- (i) **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.

- (ii) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Prior to purchase of any material or rental of equipment, Contractor shall submit to the District's Work Order Manager all copies of quotes, a summary of quotes and solicitation, a complete list of materials and/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 requirement may be rejected.
- (iii) **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 Work Order 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.
- (iv) **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.
- (v) **Testing.**
- The District may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
  - If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Work Order Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Work Order Manager, Contractor's Project Manager shall supply the District's Work Order Manager with 72 hours prior notice of such inspection. Inspections by the District's Work Order 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.

- (vi) **Rejection of Work and Materials.** Contractor shall promptly notify the Work Order Manager 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.
- (vii) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the Work Order Manager 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.
- (viii) **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 Work Order Manager'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.

(k) **Overtime**

Contractor, with prior written approval of the Work Order Manager, may work overtime, weekends, or holidays at its option without additional charge to the District for said Work. Compensation for District-ordered overtime under a specific Work Order for labor is at 150% of the rates shown in Category 3 of the Hourly Rate Cost Schedule for each labor classification except Construction Superintendent. The Construction Superintendent does not qualify for overtime and shall be compensated at the approved hourly rate. Overtime compensation shall not be authorized unless approved in writing by the District Work Order Manager. If, at its option, the Contractor works in excess of 40 hours per week on District projects without specific orders by the District Work Order Manager, overtime compensation shall not be allowed, but the District shall compensate

the Contractor at straight time rates. An employee must have worked a minimum of 40 hours for the week on District projects under this contract to qualify for overtime. Documentation of hours worked may be verified through submittal of payroll records. No additional amount will be paid for the overtime use of equipment. Should Contractor elect to work overtime without prior written authorization of the District, no additional compensation will be due or payable by the District to Contractor for overtime.

(1) **Payment of Invoices**

- (i) Contractor shall submit itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com). Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (ii) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Work Order Manager; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (iii) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (iv) **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 10 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 (10) days prior to the due date and state the basis for the delay.**

- (v) 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 Contractor 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.
- (vi) Retainage. For a Type 1 work order the District shall pay Contractor one hundred percent (100%) of each approved invoice. For a Type 2 work order the District shall pay Contractor ninety-five percent (95%) of each approved invoice and retain five percent (5%) as retainage, to be paid upon completion of the Work. For Work Order contracts, completion occurs at the completion of the punch list for each Work Order. Contractor may present the District with a payment request for part or all of the retainage as provided by section 218.735(7)(e), Fla. Stat.
- (vii) The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain the advance approval of the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order. Said approval shall be specific for each work order.
- (m) **Invoicing.** In addition to these requirements the following supporting documentation shall be included with invoicing for each Type of work order:
  - (i) **Type 1 Work Orders:** (hourly billing for labor and/or equipment and materials):
    - The District's Application for Payment forms shall be completed and submitted for all invoices.
    - Name of employee and/or type of equipment
    - Employee job classification
    - Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and District staff (attached hereto as revised by the District from time to time).
    - The approved charge rate for each classification of Contractor employee and/or equipment included in Hourly Rate Cost Schedule and/or the Work Order authorizing the Work.
    - If billed for use of equipment or labor not in the Hourly Rate Cost Schedule, documentation of prior authorization
    - Documentation of any required competitive procurement for equipment, subcontractors, or materials.
    - Contractor's notarized affidavit shall be provided with each invoice stating that payment of subcontractors and materialmen shall be made pursuant to section 218.735, Fla. Stat.

- Proof of payment to subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.
  - A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Cost.
  - Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
  - Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- ii. **Type 2 Work Orders** (fixed price):
- Contractor may utilize its own application for payment form when submitting invoices.
  - Description of the Work that has been completed in accordance with the Work Order.
  - Certification that the Work for which payment is requested has been completed in accordance with the Work Order, in a format approved by the District Project Manager.
  - Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
  - Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
- (n) **Deliverables.** Contractor shall deliver all products and deliverables as outlined in the Statement of Work for each work order. 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 in each work order, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Work Order Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

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 the Statement of Work for each work order, 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.

- (o) 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.
- (p) **Failure to Meet Schedule.** If progress of the Work falls ten percent (10%) 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 twenty percent (20%) or more behind schedule, the District may advise Contractor through a “cure” notice that this Work Order is subject to termination for cause if the failure is not cured within the time frame specified in said notice.
- (q) **Liquidated Damages.** Contractor shall complete the Work continuously based on a 40 hour work week from the Commencement Date with the staff and equipment identified in the District estimate unless otherwise approved by the District. If Contractor neglects or fails to work continuously from the Commencement Date the District may refuse to award any further Work to the Contractor.

If Contractor neglects, fails or refuses to satisfactorily complete the Work by the Completion Date, 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 calendar 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 (.5%) of the total work order 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.

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**. 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.

- (r) **Cleanup; Equipment Removal.** Prior to expiration or termination of a Work Order, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise directed by the Work Order Manager. Unless otherwise directed, the 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. The District may sell or dispose of any materials left at the worksite as it sees fit.

#### 46. DEFINITIONS

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

**AGREEMENT:** The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The Agreement also includes the Instructions to Respondents, any addenda published by the District, the bid submitted by Respondent, and all required certifications and affidavits. The words “contract” and “Agreement” are synonymous in these documents.

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

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

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

**CHANGE ORDER:** A written agreement of the parties after the Commencement Date to amend a work order so as to modify the Statement of Work or the total work order 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.

**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:** The St. Johns River Water Management District, its Governing Board, officers, agents, and employees.

**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.

**FINAL RELEASE OF LIENS:** The instrument that is to be signed by Contractor and submitted to the District upon completion of the Work showing that all bills from subcontractors have been paid.

**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.

**INSPECTOR:** The District's Project Manager or an authorized representative of the District who is assigned to inspect the Work.

**PERFORMANCE AND PAYMENT BOND:** The security furnished by Contractor and surety in either the form provided or in a form approved 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, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

**RESPONDENT:** Any entity who submits a Bid in response to an Invitation for Bids.

**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 entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

**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.

**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: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director (or  
designee)

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

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

\_\_\_\_\_  
Typed Name and Title  
Date: \_\_\_\_\_

ONLY AS TO FORM AND LEGALITY

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

\_\_\_\_\_  
William Abrams, Sr. Assistant General Counsel

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

**ATTACHMENTS**

- Attachment A: Statement of Work/Technical Specifications
- Attachment B: Insurance Requirements
- Attachment C: Federally Funded Contract Provisions
- Attachment D: Map of the District's Boundaries
- Attachment E: Hourly Rate Cost Schedule (To be inserted after award)
- Attachment F: Direct Purchases
- Attachment G: Disclosure of Lobbying Activities
- Attachment H: Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Federally Funded Transactions
- Attachment I: District's Supplemental Instructions (sample)
- Attachment J: Work Order Authorization (sample)
  
- Attachment K: Certificate of Partial/Final Payment, Waiver and Release From Contractor/Consultant or  
Subcontractor/Subconsultant
- Attachment L: Certifications of Disbursement
- Attachment M: Performance and Payment Bond (Sample)
- Attachment N: Superintendent Qualification Form (Sample)
- Attachment O: Contractor's Daily Record of Hours (MS Excel File)
- Attachment P: Application for Payment Forms (MS Excel File)

**ATTACHMENT A  
STATEMENT OF WORK  
ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

**I. INTRODUCTION**

Florida is divided into five water management districts, which are dedicated to the preservation and management of Florida's precious water resources. The St. Johns River Water Management District (the District) is responsible for managing ground and surface water supplies in all or part of 18 counties in northeast and east-central Florida.

The District constructs water resource projects to restore, enhance, and manage Florida's water resources. These projects generally provide water quality improvements, enhancement and restoration of wetland habitat and natural systems, flood protection, and reduction in flood damage. This contract may include, but may not be limited to the following types of Work, water resource and restoration projects; general earthwork; stormwater; dewatering; levees construction; culverts and water control structures; erosion control facilities; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; pump stations; recreational use facilities and ground cover. The work is predominantly located in remote and isolated locations with limited access; areas with high groundwater levels and inundated areas; and soils found in Florida marsh-like environments, especially clay and muck soils.

**II. OBJECTIVE**

The objective of this contract is to provide water quality improvements, enhancement and restoration of wetland habitat and natural systems, flood protection and reduction in flood damage, and associated site work improvements to compliment these features.

**III. SCOPE OF WORK**

All work under this contract shall be performed through Work Orders. There will be two types of Work Orders (Type 1/Time and Materials and Type 2/Fixed Price). The District will determine the type of Work Order to be used for each project. The Contractor shall provide all labor, equipment, and materials necessary to complete all the tasks or items described in both types of Work Orders. The majority of work under this contract is expected to be performed with Type 1 Work Orders. The District reserves the right to purchase and provide the Contractor all or part of any materials or equipment to be incorporated in the work via direct purchase, independently of the Work Order.

Prior to award of each work order, the selected Contractor shall provide a written statement of availability of the equipment and labor necessary to perform the work identified. Documentation shall include a list of the equipment and personnel by name for each applicable labor category, with date each will be available on the project site. The District reserves the right to award of each Work Order based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of the Work. The District may, at its sole discretion, request an estimate for a "not to exceed" cost for any Work as a method of determining award. The District makes no guarantees of any amount of work to be awarded.

A. Mobilization

The cost of mobilization and demobilization for each piece of Category 1 equipment shall not exceed eight hours, per occurrence, using the hourly rates in the Hourly Rate Cost Schedule for the equipment and an equipment operator for transport. Should the transport include more than 1 piece of equipment, the mobilization hours shall be equally divided among the equipment. Category 2 equipment shall not qualify for mobilization. Mobilization costs for Category 1 equipment shall include all costs associated with moving each authorized piece of equipment to the project site and its removal from the site upon completion of the work, or portion of the work, covered under the Work Order. The Contractor shall be required to mobilize within 14 calendar days from the date the District executes the Work Order unless otherwise written in the Work Order. Once work has commenced the Contractor shall provide additional equipment within 72 hours of the District's written request for equipment.

B. Hourly Rates (All rates shall be paid pursuant to the Hourly Rate Cost Schedule)

1. Category 1 Equipment (operator not included)

The hourly equipment rates shall be paid for every hour the equipment is in operation by a qualified heavy equipment operator based on the equipment meter readings. The District will not compensate the Contractor for the time spent by personnel for fueling and providing any type of maintenance on the equipment. The District will not compensate the Contractor for equipment during idle times. Equipment idle time is defined as equipment that is on site, but not being utilized or operated for the task being performed. Equipment shall not be left running and unattended for any period of time greater than 10 minutes unless specifically authorized by the District representative on-site.

All equipment listed under Category 1 on the Hourly Rate Cost Schedule shall have functional hour meters. Hour meter reading shall be recorded and tracked on the Daily Record of Hours (DRH) as supporting documentation for invoices. The equipment specified in the Hourly Rate Cost Schedule is given as a standard specification and size to accomplish the intended work. The Contractor may use any manufacturer's equipment provided it is equal to the standards specified.

2. Category 2 Equipment: The hourly equipment rates shall be paid for every hour the equipment is in operation. This type of equipment does not require a qualified operator and therefore shall be operated by a construction laborer or a skilled laborer performing a function as defined herein. The Contractor shall record the number of hours each Category 2 equipment is utilized for each Work day on the DRH for Type 1 Work Orders.

3. Category 3 Labor

The hourly rate for all labor categories shall include the individual and all tools of the trade typically associated with the work being performed, including appropriate overhead and profit in Category 3 of the Hourly Rate Cost Schedule. The Contractor shall record the number of hours worked for each individual by labor categories for each work day on the DRH Log Sheet for Type 1 Work Orders.

C. Show-Up Time

Show-up time based on rates in Category 3 of the Hourly Rate Cost Schedule shall apply if the Contractor comes to the project site to work as scheduled by the District's Work Order Manager, and the District determines that work cannot be commenced due to inclement weather or for any other reason established by the District. Show up time compensation shall be allowed for Type 1 Work

Orders only and is limited to two hours maximum per person per occurrence. Show-up time may be logged as such for each labor category as applicable.

D. Documentation of Other Direct Costs

The Contractor shall provide, with their invoice, a copy of the original vendor invoice for materials purchased at the direction of the District. If a vendor's invoice is from a supplier other than the one that provided the lowest quote, the Contractor shall provide an explanation for not using the lowest cost supplier. Altered or amended vendor invoices shall be rejected. The District reserves the right to reduce the amount reimbursed for materials if a competitive market analysis clearly demonstrates invoice(s) for material costs are in excess of market value.

If, after a Work Order has been issued, the District's Work Order Manager determines that material, equipment and/or subcontracted services are required that were not included in the original cost estimate, the Contractor shall follow the District's procurement policy stated in the Agreement.

E. Cancellation

Rainouts/work cancellations for Type 1 Work Orders are solely at the District's discretion and all hourly charges shall cease at the time that work ceases. Should work cancellation occur prior to logging two hours, Contractor's personnel shall be compensated as show-up time. Cancellation of work at any time after two hours of work, the personnel shall be compensated only for the number of hours worked.

F. Location of Work

The District has 18 counties within its boundaries. All equipment and labor hourly rates shall be applied uniformly for work performed anywhere within the District under this Agreement.

G. Equipment Requirements

The Contractor's equipment shall be in good working condition and properly maintained. All equipment deemed not to be in good working condition shall be removed from the District property and replaced with satisfactory equipment, at no additional cost to the District. If requested by the District, the Contractor shall submit copies of equipment maintenance records.

H. Supervision

1. Contractor's Project Manager

The Contractor's Project Manager (PM) shall be responsible for overall coordination and management of the Work under this Agreement. All costs associated with PM's duties shall be considered overhead, because their time cannot be monitored by the District. All costs associated with these tasks are considered to be incorporated in the rates on the Hourly Rate Cost Schedule. There is no separate pay item for this labor category.

2. Construction Supervision

The three levels of supervision provided under the contract include the Construction Superintendent, Construction Foreman, and the Construction Lead Operator. For all Work Orders, the type of supervision provided by the Contractor may vary depending upon the size of the Contractor work force, the complexity of the project scope outlined in the Work Order. The level of District supervision provided shall be specified in the Work Order. The type of supervision required will be at the discretion of the District Work Order Manager. The Construction Superintendent, Foreman, or Lead Worker shall be the Contractor's representative at a construction site. The three levels of supervision are defined below:

- a. **Construction Superintendent:** Construction Superintendent: The Contractor shall employ only experienced Construction Superintendents meeting the following experience requirements. Contractor's Superintendent shall substantiate a minimum of three years experience within the past five years for construction-related work including the majority of the following: general earthwork (including work within wetlands); stormwater; dewatering; levees construction; culverts and water control structures; erosion control facilities; cast-in-place and pre-cast concrete; stabilized and/or paved roadways; and ground cover; and shall have served in the capacity of Superintendent for a minimum of one year.

The Construction Superintendent shall be able to maintain daily logs of equipment and labor hours, perform basic construction layout, interpret plans, make field decisions based upon site conditions, coordinate multiple construction activities at the same time, and be on the site whenever work is being performed. Contractor shall submit its Superintendent(s)'s qualifications for the District's approval prior to commencement of the Work. A sample qualification form is attached herein.

The Construction Superintendent shall coordinate the activities of the various trade groups, such as carpenters, equipment operators, laborers, etc., on site. The hourly rate for the Construction Superintendent shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. Responsibilities include ensuring the Work progresses according to the schedule, material and equipment are delivered to the site on time (if applicable), and activities of the various workers do not interfere with one another. The Construction Superintendent directs and supervises all activities conducted by the foreman/foremen, different trades, craft workers, equipment operators, and laborers (as applicable). The Construction Superintendent shall not operate any equipment nor have any other responsibilities except those stated above, unless authorized by the District Work Order Manager. The Construction Superintendent shall be on the site whenever work is being performed when stipulated in a Work Order, unless supervisory responsibilities are otherwise designated to a Foreman or Lead Operator (See paragraphs below). The Superintendent may on occasion need to operate equipment on site. When the Superintendent operates equipment listed in Category 1 of the Hourly Rate Cost Schedule or some equivalent, his time while on the equipment shall be logged as a Superintendent. 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.

If the District determines that a Construction Superintendent is not competent to perform his/her duties for the type of work, the Contractor shall be provided with a written request to immediately remove the Construction Superintendent from the site. The Contractor shall provide a competent replacement within 48 hours of receipt of the District's notice. All Work shall be halted until such time as the Contractor's replacement Construction Superintendent arrives on site, unless otherwise approved by the District's Work Order Manager. The Contractor will not be compensated for any down time during the replacement period. Unless authorized in advance by the District, work performed when the Construction Superintendent is not on the jobsite will not be considered for payment.

- b. **Construction Foreman:** Under a Type 1 Work Order, the District Work Order Manager may require a Foreman instead of a Construction Superintendent for supervisory responsibilities. In these cases, full time supervision by a Construction Superintendent is not required due to less complexity of the project and the number of workers provided by the Contractor. The Foreman shall be responsible for maintaining daily logs of equipment and labor hours and

coordination with the District representative on work plans and daily activities. The Foreman shall also be responsible for directly supervising and coordinating activities of construction workers. In most cases, the Foreman shall be required to work as an equipment operator for a portion of the work day. When the Construction Foreman operates equipment listed in Category 1 of the Hourly Rate Cost Schedule, his time while on the equipment shall be logged as Lead Operator instead of Foreman. A Foreman or lead worker shall be on the site whenever work is being performed. Advance written authorization by the District, work performed when the Foreman/Lead Worker is not on the jobsite will not be considered for payment.

- c. **Lead Operator:** On Type I Work Orders which utilize a small work force and require limited supervisory responsibilities, a Lead Operator may be used for supervisory responsibilities with the approval of the District's Work Order Manager. The Lead Operator shall be responsible for maintaining daily logs of equipment and labor hours and shall coordinate with the District representative on work plans and daily activities. The Lead Operator is expected to operate equipment on a daily basis.

For a Type 1 Work Order the Construction Superintendent, Foreman, or Lead Worker shall maintain detailed daily logs with hours of operation on all equipment, labor, and materials delivered to the site together with a description of tasks performed and project site conditions on the Daily Record of Hours (DRH) log sheet. The DRH shall clearly identify equipment consistent with the Hourly Rate Cost Schedule. They shall collect Category 1 equipment hour meter readings on the equipment's arrival and departure from the work site and on a daily basis. The hour meter readings for each piece of equipment shall be used to verify that the hours of equipment operation time recorded on the DRH log sheet is no greater than the equipment run time.

If an electronic version of the DRH form is not readily available to the Contractor's lead personnel (Superintendent, Foreman, or Lead Worker) on-site, shall use an alternative method of collecting all of the required data for subsequent transfer to the required District forms for submittal and approval for invoicing.

- I. **Heavy Equipment Operators:** Heavy equipment operators shall operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, excavators, pile drivers, trucks, cranes, tractors, loaders or any equipment identified under Category 1 on the Rate Schedule to accomplish the work,. The performance of incidental equipment maintenance by an operator shall be at the sole expense of the Contractor. Equipment operator charges shall only apply for operation of Category 1 equipment while running based on hour meter readings, except as may apply for show-up time or otherwise authorized in writing by the District Work Order Manager. The hours of work off equipment by a heavy equipment operator shall be charged at the Construction Laborer rate unless performing a function identified as Skilled Labor.

J. **Construction Skilled Labor**

The Contractor shall employ only experienced foremen, craftsmen, and other workmen competent in the specific work in which they are to be engaged. Skilled labor requires the use of specialized tools together with the knowledge and experience to efficiently and effectively perform the assigned tasks. The skilled laborers include but may not be limited to the following trades:

- a. **Brick Masons:** Brick masons shall be able to lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar

- and other substances to construct or repair walls, partitions, arches, sewers, and other structures.
- b. Carpenters: Carpenters shall be able to construct, erect, install, or repair structures and fixtures made of wood and other materials, such as concrete forms, building frameworks, including docks, platforms, and other wooden structures typical for water control facilities and civil works construction.
  - c. Concrete Workers and Finishers: Concrete workers and finishers shall be able to place concrete in forms; apply cement, sand, and finish surfaces to remove imperfections from freshly poured concrete walls, foundations roads and walkways. Concrete workers and finishers shall also be able to use concrete finishing machines, concrete vibrators, screeds, etc. typically required for civil related structures such as box culverts, headwalls, retaining walls, foundation pads, and sidewalks.
  - d. Pipe Layers: Pipe layers shall lay pipe for storm or sanitation sewers, drains, and water mains and perform any combination of the following tasks: grade trenches or culverts, position pipe, and seal joints.
  - e. Reinforcing Metal Workers: Reinforcing metal workers shall position and secure metal bars in concrete forms to reinforce concrete and determine number, size, shape, and location of reinforcing rods from blueprints or sketches and oral instructions.
  - f. Welders: Welders shall use hand-welding, flame-cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentation, or seams of fabricated metal products.
  - g. Layout Surveyor: Layout surveyors shall be proficient in reading and interpreting plans, performing necessary calculations, and the setup and use of surveying equipment for setting grades and laying out structures.
- K. Construction Laborers: Construction laborers shall perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, demolition sites and other civil works construction and be required to clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and assist other craft workers. Construction laborers may also be required to operate hand and power tools of all types, such as pumps, air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments.
- L. Contractor's Office Personnel: Duties performed by Contractor's office staff for the Work including obtaining quotes, invoicing, Daily Record of Hours logs, etc. is considered as overhead. All costs associated with office staff duties shall be considered overhead, because their time can not be monitored by the District. Therefore, the costs associated with these duties are considered are to be incorporated in the rates on the Hourly Rate Cost Schedule. There is no separate pay item for this labor category.

#### **IV. TASK IDENTIFICATION**

Detailed task identification will be provided with each Work Order.

#### **V. TIME FRAMES AND DELIVERABLES**

Project specific time frames and deliverables will be identified with each Work Order.

#### **VI. BUDGET / COST SCHEDULE**

A project specific budget will be identified with each Work Order.

## ATTACHMENT B - INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Builder's Risk Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (d) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000
- (e) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (f) **Umbrella Policy.** With limits of \$1,000,000

## ATTACHMENT C

### FEDERALLY FUNDED CONTRACT PROVISIONS

1. **Equal Employment Opportunity** – Contractor must comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c) – Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act prohibits contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
3. **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7) – When required by Federal program legislation, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors must pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.
4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) – On work orders that exceed \$100,000 or other contracts that involve the employment of mechanics or laborers which exceed \$2,500, Contractor must comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard 40 hour work week. If a mechanic or laborer works more than 40 hours in a week, Contractor must pay the worker at a rate of not less than one and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. On work orders that exceed \$100,000, no laborer or mechanic may be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous.
5. **Access to Records** – Contractor must allow the District, EPA, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the contractor directly pertinent to the contract for the purpose of making audits, examinations, excerpts and transcriptions (40 CFR 30.48(d)).
6. **Debarment and Suspension** – Contractor is ineligible for award of this contract if it is listed on the Excluded Parties Listing System (EPLS). The list contains the names of persons debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

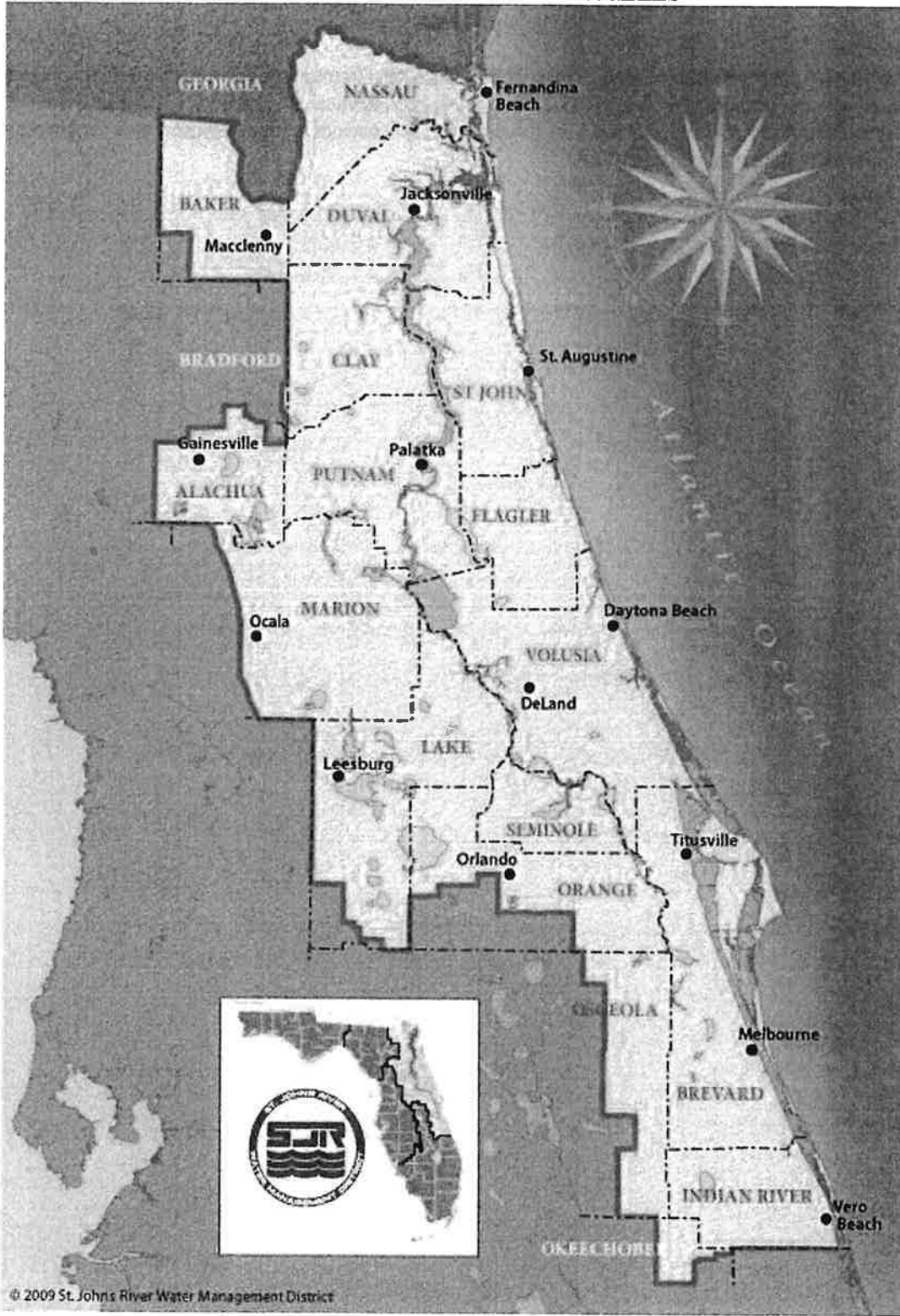
7. **Energy and Environmental Conservation.** – Contractor must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient (30.44(a)(3)(vi)).

8. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) – Contractor must file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining your grant. All subcontractors who apply or bid for subcontract in excess of \$100,000 must provide a similar certification to the contractor. Contractor and subcontractors must also disclose any lobbying with non-Federal funds in connection with obtaining the grant. Contractor and each subcontractor must forward any disclosures from tier to tier up to the District.

9. **Clean Air Act and the Federal Water Pollution Control Act** (42 U.S.C. 7401 *et seq.* and 33 U.S.C. 1251 *et seq.* ), as amended— Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.* ) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.* ). Violations shall be reported to the Regional Office of the Environmental Protection Agency (EPA).

10. **Minority and Woman Business Enterprises** (44 CFR Part 33) -- Pursuant to federal laws, regulations and orders and to the Cooperative Agreement of September 18, 1992 between the District and the U.S. Environmental Protection Agency, Contractor and its subcontractors at all tiers shall take all necessary steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used whenever possible.

**ATTACHMENT D**  
**MAP OF THE DISTRICT'S BOUNDARIES**



**ATTACHMENT E**  
**HOURLY RATE COST SCHEDULE**  
(To be inserted after award)

The Contractor-employee rate charged to the District includes Contractor costs over and above salaries. Specifically, the burdened rate charged the District is higher because of Contractor's cost of offering Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing work under this contract.

## ATTACHMENT F

### DIRECT PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT

It is understood by the District that the Contractor has included Florida State Sales Tax and other applicable taxes in its costs for material, supplies and equipment on Work Orders. The District is exempt from sales tax and reserves the right to make direct purchases of various construction equipment, materials or supplies that are included in the Contractor's proposal for a specific Work Order for incorporation into the Work. Any equipment, materials or supplies directly purchased by the District that are included in Contractor's Work Order shall be referred to as "Owner-Purchased Materials". The District does not anticipate exercising this practice unless the savings outweigh the District's administrative costs.

The District shall issue a Work Order to the Contractor in the amount of the District's estimate. The use of Owner-Purchased Materials shall be provided by a Deductive Change Order to the Work Order, thereby reducing the Work Order by the net undiscounted amount of the value of the Owner-Purchased Materials, as quoted to Contractor, plus all sales tax as applicable. The District shall issue a Purchase Order to the supplier in coordination with the Contractor in an amount equal to the value of the Deductive Change Order, less applicable sales tax.

Although the Work Order has been reduced by the value of the Owner-Purchased Materials, the Contractor may be required to provide the District with Payment and Performance Bonds, and Builder's Risk Insurance (as applicable) in the amount of the total value of Contractor's Work Order Amount, inclusive of the value of the Owner-Purchased Materials, solely for Type 2 Work Orders exceeding \$200,000. For Type 1 Work Orders a Payment Bond may be required.

### PROCEDURES

- A) If requested by the District for a specific Work Order, the Contractor shall provide the District a List and description of all intended equipment, materials or supplies for consideration as Owner-Purchased Materials, along with copies of the quotes for such as quoted by the vendors to Contractor.
- B) Contractor shall prepare the List specifically identifying all Owner-Purchased Materials, which the District has, at its sole option, elected to purchase directly. The List shall include:
  - 1) The name, address, telephone number and contact person for the vendor.
  - 2) Manufacturer or brand of the item.
  - 3) The price quoted by the vendor for the Owner-Purchased Materials, as identified therein.
  - 4) Any sales tax associated with such quote.
- C) Contractor shall reference any terms and conditions that have been negotiated with the vendors (i.e., payment terms, warranties, retainage, etc.). The List is to be submitted to the District's designated representative no less than seven days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for the District's review and approval and to assure that such Owner-Purchased Materials may be directly purchased by the District and delivered to the Project site so as to avoid any delay to the Project.

District will compensate the Contractor at a rate of \$50 per hour to obtain quotes for the Owner-Purchased Materials, with a maximum cap of \$500, unless otherwise specified in the work order.

- D) After receipt of the List, the District shall prepare Purchase Orders for the Owner-Purchased Materials. The District's Purchase Orders shall require the delivery of the Owner-Purchased Materials on the delivery date provided by Contractor and shall indicate F.O.B. jobsite. The District's Purchase Orders shall contain or be accompanied by the District's tax exemption certificate and must include the District's name, address, and exemption number with issue and expiration date shown.
- E) The District shall execute and deliver to the Contractor, a Deductive Change Order to the Work Order, referencing the full value of all Owner-Purchased Materials to be provided by each vendor from whom the District elected to purchase equipment, material or supplies directly, plus all sales tax savings associated with such materials in Contractor's Work Order.
- F) Contractor shall be fully responsible for all matters relating to the receipt of Owner-Purchased Materials in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the Owner-Purchased Materials at the time of delivery, and loss or damage to Owner-Purchased Materials following acceptance of such on behalf of the District due to the negligence of Contractor. Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by Contractor for the Owner-Purchased Materials. Contractor shall provide all services required for the unloading, handling and storage of the Owner-Purchased Materials through installation. Contractor agrees to indemnify and hold harmless the District from any and all claims of whatever nature that may be made by vendors against the District, as a result of the negligence of Contractor in its dealings with the vendors of the Owner-Purchased Materials. Late delivery of material or equipment shall not be the basis of a claim against the District for extra costs or time extension.
- G) As Owner-Purchased Materials are delivered to the jobsite, Contractor shall visually inspect all shipments from the vendors, and approve the vendor's invoice for Owner-Purchased Material delivered. Contractor shall assure that each delivery of Owner-Purchased Materials is accompanied by documentation adequate to identify the District's Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the District's Purchase Order, together with such additional information as District or Contractor may require. Contractor shall verify in writing to the District receipt and acceptance of the Owner-Purchased Materials and the Contractor will then forward the invoice to the District for payment. The District shall have the right to assign District personnel to verify and audit the accuracy of all Direct Purchase documents.
- H) Contractor shall be required to review and sign invoices submitted by all vendors of Owner-Purchased Materials delivered to the Project site and either concur or object to the District's issuance of payment to the vendor, based upon Contractor's records of the Owner-Purchased Materials delivered to the site and any defects in such.
- I) Upon receipt and verification of the appropriate documentation, the District shall prepare a check drawn to the vendor based upon the receipt of data provided by Contractor. This check will be provided directly to the vendor. Contractor agrees to assist the District to immediately obtain partial or final release of lien waivers as appropriate.
- J) Contractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to the incorporation of such into the Work, if such Owner-Purchased Materials are patently defective, and whether they are identical to the Owner-Purchased Materials ordered and that they match the description on the bill of lading. If Contractor discovers defective or nonconformities in

the Owner-Purchased Materials upon such visual inspection, Contractor shall not utilize such in the Work and instead shall promptly notify the vendor of the delay or interruption to the Project. Additionally, Contractor shall notify the District of such occurrence. If Contractor fails to perform such inspection and otherwise incorporates defective or nonconforming Owner-Purchased Materials, the condition of which is either known, or should have been known, by performance of an inspection, Contractor shall be responsible for all damages to the District resulting from Contractor's incorporation of such materials into the Project, including liquidated or delayed damages. In the event that the Owner-Purchased Materials are found to be defective or nonconforming, Contractor shall promptly take action with the vendor to remedy the defect or nonconformance so as not to delay the work.

- K) Contractor shall maintain records of all Owner-Purchased Materials it has incorporated into the Work from the stock of Owner-Purchased Materials in its possession. Contractor shall account monthly to the District for any Owner-Purchased Materials at District's request for audit and advise the District when such Owner-Purchased Materials have been incorporated into the Work.
- L) Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner-Purchased Materials, as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate vendor.
- M) Notwithstanding the transfer of Owner-Purchased Materials by the District to Contractor's possession, the District shall retain title to any and all Owner-Purchased Materials.
- N) The transfer of possession of Owner-Purchased Materials from the District to Contractor shall constitute a bailment for mutual benefit of the District and Contractor. The District shall be considered the bailor and Contractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the District for purposes of its bailment at such time as they are incorporated into the work or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store, and protect all Owner-Purchased Materials until completion and satisfactory acceptance of the Project by the District.
- O) The District shall purchase and maintain insurance, which shall be sufficient to protect against any loss of or damage to Owner-Purchased Materials. Such insurance shall cover the value of any Owner-Purchased Materials not yet incorporated into the work from the time District first takes title. At the time the Owner-Purchased Materials are incorporated into the work, the District's responsibility for insuring the Owner-Purchased Materials shall cease and be assumed by the Contractor through the Contractor's Builder's Risk Insurance when said policy is required by the District.
- P) At the end of the Project, any refund for surplus equipment, materials or supplies returned to vendors, plus applicable sales tax savings amount, shall be credited with an Additive Change Order to the Work Order issued to Contractor by the District. The Agreement shall be amended accordingly through the execution of an Additive Change Order. Salvage materials shall be the property of the District.

**SAMPLE FORMS ATTACHED**



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

**According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.**

**ATTACHMENT H**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS  
(sample)**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
  
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Building, Suite Number

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection (DEP) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DEP FORM 55-220 (01/01)

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

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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 changes 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 of the Agreement or a work order.)

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: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Contracts Administrator

cc: Contract/Purchasing file  
Financial Management

**ATTACHMENT J – WORK ORDER  
WORK ORDER AUTHORIZATION (sample)**

**Contract number:** \_\_\_\_\_ **Contract name:** \_\_\_\_\_

**Work Order No.:** \_\_\_\_\_ **Project name:** \_\_\_\_\_

**Work Order encumbrance number:** \_\_\_\_\_

**Work Order funding limit:** \$\_\_\_\_\_ (CAs - Insert amount for Type 1; for Type 2 and 3, the funding limit should be the same as the fixed or not-to-exceed price stated below.)

**To:**

**From:** \_\_\_\_\_, Project Manager

**Type of Work Order:**

- Type 1 (hourly)
- Type 2 (fixed price) \$ \_\_\_\_\_
- Type 3 (not to exceed) \$ \_\_\_\_\_

**Work Order Manager (if appropriate):**

**Name:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Description of Work:** All work shall be accomplished in accordance with the attached Statement of Work, Attachment “ \_\_\_\_\_ ” – \_\_\_\_\_. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted (insert frequency \_\_\_\_\_) to the Director, Division of Financial Management.

**Special note:** \_\_\_\_\_

**Commencement Date:** Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District. on \_\_\_\_\_. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

**Completion Date:** All work pursuant to this Work Order shall be completed by \_\_\_\_\_ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20 \_\_\_\_\_. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a 10% penalty if submitted later than October 30, 20 \_\_\_\_\_.

District Approval: \_\_\_\_\_  
Date

Acceptance of terms and conditions: \_\_\_\_\_  
Date



**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (sample)**

**CERTIFICATE OF PARTIAL/FINAL PAYMENT, WAIVER  
AND RELEASE FROM CONTRACTOR/CONSULTANT OR SUBCONTRACTOR/SUBCONSULTANT**

Distribution: original + 1 copy to the District's Project Manager

To be completed by the District:

Total of all Disbursements	\$	_____
Retainage withheld**	\$	_____
Bond withheld**	\$	_____
Amount on Utilization Schedule	\$	_____
*Overrun**	\$	_____
*Underrun**	\$	_____

\* Include comments explaining all overruns and underruns.

\*\* If applicable

**ATTACHMENT L**  
**(sample)**  
**WORK ORDER NO.:** \_\_\_\_\_  
**PROJECT/SERVICE TITLE:** \_\_\_\_\_

**CERTIFICATION OF DISBURSEMENT**

**PREVIOUS PERIODIC** or  **FINAL PAYMENT TO SUBCONTRACTORS OR SUBCONSULTANTS**  
(Check appropriate box)

DATE \_\_\_\_\_  
TO RELEASE MONTHLY PAYMENT FOR \_\_\_\_\_

\_\_\_\_\_, Contractor/Consultant for the above referenced Project, hereby certifies that all Subcontractors/Subconsultants, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by St. Johns River Water Management District (District) for all work, services, materials and/or equipment furnished under the contract. The term "Subcontractor", as used herein, shall also include persons or firms furnishing materials, services and/or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the District and work done under equipment-rental agreements.

**EXCEPTION:**

The following Subcontractors/Subconsultants have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form. **NOTE: The District will not make any progress or final payments before receipt of this certification, unless the undersigned demonstrates good cause for not making the required payment to the District, the affected Subconsultant(s)/Subcontractor(s) and Suppliers.**

Subcontractor/Subconsultant Name	Subcontractor/Subconsultant Name
Street Address	Street Address
City State Zip	City State Zip
State of Florida _____	
County of _____	
Sworn to and subscribed before me this _____ day	
Of _____, _____ by _____	
(Print name of person signing Certification) By: _____	
Title _____	

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Certification of Disbursement Instructions:

1. Attach copy of the notification good cause sent to each applicable Subcontractor/Subconsultant.
2. List any Subcontractors/Subconsultants previously listed, which have not been paid the proportionate share of payments received by the Contractor/Consultant and the date listed as exception.
3. List the Subcontractors/Subconsultants previously listed, which have been paid the proportionate share of payments received by the Contractor/Consultant and the date listed as exception.
4. A separate certification is required for each contract.
5. To be signed by principal of the firm or someone with the delegated authority and the signature notarized.
6. To avoid delay in payment, certification must be submitted to the District's Project Engineer no later than the Friday before the monthly estimate cutoff date.
7. Attach the executed Certificate of Partial/Final Payment, Waiver and Release form from each applicable Subcontractor or Subconsultant.

ATTACHMENT M  
PERFORMANCE AND PAYMENT BOND (sample)

Surety Number \_\_\_\_\_  
St Johns River Water Management District Contract Number \_\_\_\_\_

BY THIS BOND, we, \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_ (“Principal”), and \_\_\_\_\_  
whose address is \_\_\_\_\_, 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, for the use and benefit of claimants, as defined in §255.05(1), Fla. Stat., in  
the amount of Total Bid Cost, 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), 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.

**ATTACHMENT N**  
**QUALIFICATIONS SUPERINTENDENT REFERENCES (sample)**

Respondent's Superintendent: \_\_\_\_\_

**Project No. 1:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 2:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 3:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_



# St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [floridaswater.com](http://floridaswater.com).

DATE: November 24, 2015  
TO: Prospective Respondents  
FROM: Pam Paulk, Sr. Procurement Specialist  
SUBJECT: Addendum #1 to Invitation for Bids #28364, Annual Civil Works Construction Services

As a result of the Mandatory Pre-Bid meeting held on November 19, 2015, the following clarifications are provided for your information.

1. Attached is the sign-in sheet for the mandatory pre-bid meeting held on November 19, 2015.
2. The audio file for the pre-bid meeting is corrupt and cannot be used. The District apologizes for any inconvenience.
3. The following is the website for the Federal Davis Bacon Rates: <http://www.wdol.gov/dba.aspx>

**NOTE:** The Bid Opening remains **Monday, December 14, 2015 at 2:00 PM**

Please acknowledge receipt of this Addendum on the BID FORM provided in the bid package.


If you have any questions, please call me at (386) 329-4469 or e-mail [ppaulk@sjrwmd.com](mailto:ppaulk@sjrwmd.com).

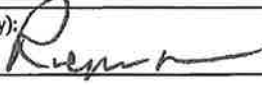
Attachment:  
Pre-bid Sign-In sheet

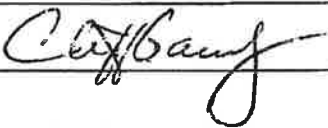
**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
SIGN-IN SHEET FOR ATTENDEES**


**IFB # 28364 MANDATORY PRE-BID MEETING**

**ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

Attendee (Print Legibly): Pam Paulk			Phone: (386) 329-4469	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: SJRWMD				
Address:				
City /State/Zip:				
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email: ppaulk@sjrwmd.com		

Attendee (Print Legibly): Ralph Brown			Phone:	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: SJRWMD				
Address:				
City /State/Zip:				
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email:		

Attendee (Print Legibly): Cliff Gandy			Phone:	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: SJRWMD				
Address:				
City /State/Zip:				
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email:		

Attendee (Print Legibly): Ed Shinskie			Phone:	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: SJRWMD				
Address:				
City /State/Zip:				
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email:		

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
SIGN-IN SHEET FOR ATTENDEES**

**IFB # 28364      MANDATORY PRE-BID MEETING**

**ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

Attendee (Print Legibly): <b>Marie Turnbull</b>		Phone: <b>904-461-8305</b>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <b>Turnbull Environmental</b>			
Address: <b>50 Agnes Circle</b>			
City /State/Zip: <b>St Augustine, FL 32080</b>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input checked="" type="radio"/> No		Email: <b>marie@turnbullenvironmental.com</b>	

Attendee (Print Legibly): <b>Austin Harvey</b>		Phone: <b>863-634-3100</b>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <b>Enviro-Tech Systems</b>			
Address: <b>2301 S. Parrott Ave</b>			
City /State/Zip: <b>Okeechobee, FL 34974</b>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input checked="" type="radio"/> No		Email: <b>HarveyAB@enviro-tech.cc</b>	

Attendee (Print Legibly): <b>JAMES SCOTT</b>		Phone: <b>352-843-2090</b>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <b>HC3 CONSTRUCTION</b>			
Address: <b>1240 DALBERT ST.</b>			
City /State/Zip: <b>GOALA FL 32678</b>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email: <b>HC3 CONSTRUCTION@YAHOO.COM</b>	

Attendee (Print Legibly):		Phone:	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name:			
Address:			
City /State/Zip:			
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email:	

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
SIGN-IN SHEET FOR ATTENDEES**

**IFB # 28364 MANDATORY PRE-BID MEETING**

**ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

Attendee (Print Legibly): <i>Jay T. Blankenfeld</i>		Phone: <i>352-840-0161</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>Commercial Industrial Corp.</i>			
Address: <i>11810 NW 115<sup>th</sup> Ave</i>			
City /State/Zip: <i>Reddick FL 32686</i>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email: <i>jay@ciatl.com</i>	

Attendee (Print Legibly): <i>Tommy GASKIN</i>		Phone: <i>386-336-1149</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>HERVE CODY CONTRACTOR</i>			
Address: <i>15 N. MAIN ST.</i>			
City /State/Zip: <i>Robbinsville, NC 28771</i>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input checked="" type="radio"/> No		Email: <i>JGASKIN1@COMCAST.NET</i>	

Attendee (Print Legibly): <i>Jeremy Rowell</i>		Phone: <i>912-476-2860</i> <del>476</del> <i>904-349-5338 (cell)</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>Rowell Contracting, Inc.</i>			
Address: <i>693 Third Street</i>			
City /State/Zip: <i>Folkston, GA 31537</i>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email: <i>jeremyrowell@live.com</i>	

Attendee (Print Legibly): <i>MICHAEL A HARTMAN</i>		Phone: <i>352-489-5559</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>HARTMAN CIVIL CONSTRUCTION CO., INC.</i>			
Address: <i>7379 N. WHIPPOORWILL TER</i>			
City /State/Zip: <i>HERNANDO, FL 34442</i>			
Bid Documents Picked up today: <input checked="" type="radio"/> Yes or <input type="radio"/> No		Email: <i>HARTMANCIVIL@YAHOO.COM</i>	

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
SIGN-IN SHEET FOR ATTENDEES**

**IFB # 28364 MANDATORY PRE-BID MEETING**

**ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

Attendee (Print Legibly): <b>Darren Gordon</b>		Phone: <b>772-216-0340</b>	Business Card Provided <input checked="" type="checkbox"/> Or fill in contact information
Firm Name: <b>Blue Goose Construction</b>			
Address: <b>9901 Okeechobee Rd.</b>			
City/State/Zip: <b>St. George FL</b>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input checked="" type="radio"/> No		Email: <b>Dgordon@BluegooseConstruction.com</b>	

Attendee (Print Legibly): <b>John Casson</b>		Phone: <b>407-443-7768</b>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <b>Southland Construction, Inc.</b>			
Address: <b>172 W 4th St.</b>			
City/State/Zip: <b>Apopka, FL</b>			
Bid Documents Picked up today: <input checked="" type="radio"/> Yes or <input checked="" type="radio"/> No		Email: <b>benwe@SouthlandConstruction.com</b>	

*Handwritten mark*

Attendee (Print Legibly): <b>ROBERT PERRY</b>		Phone: <b>352-591-0388</b>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <b>P.C.C.F.: H.C.C.F., A Joint Venture</b>			
Address: <b>21761 NW 60th Ave.</b>			
City/State/Zip: <b>Micanopy, FL 32667</b>			
Bid Documents Picked up today: <input type="radio"/> Yes or <input checked="" type="radio"/> No		Email: <b>pcci.hccf@gmail.com</b>	

Attendee (Print Legibly):		Phone:	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name:			
Address:			
City/State/Zip:			
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No		Email:	

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
SIGN-IN SHEET FOR ATTENDEES**

**IFB # 28364 MANDATORY PRE-BID MEETING**

**ANNUAL CIVIL WORKS CONSTRUCTION SERVICES**

Attendee (Print Legibly): <i>Frank Aiello</i>	Phone: <i>941 321 8018</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>Douglas N. Higgins, Inc.</i>		
Address: <i>1990 Main St.</i>		
City /State/Zip: <i>Sarasota, FL, 34232</i>		
Bid Documents Picked up today: <input checked="" type="radio"/> Yes or <input type="radio"/> No	Email: <i>franke@dnhiggins.com</i>	

Attendee (Print Legibly): <i>BLAKE KINNEY</i>	Phone: <i>904 742 3934</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>WATSON CIVIL CONSTRUCTION, INC.</i>		
Address: <i>319 WEST TOWN PLACE, SUITE 21</i>		
City /State/Zip: <i>ST. AUGUSTINE, FL 32092</i>		
Bid Documents Picked up today: <input checked="" type="radio"/> Yes or <input checked="" type="radio"/> No	Email: <i>estimating@watsoncivil.com</i>	

Attendee (Print Legibly): <i>WALDY POLIZZI</i>	Phone: <i>(954) 275-4576</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>WESTWIND CONTRACTING, INC.</i>		
Address: <i>3799 W. HALLANDALE BEACH RD.</i>		
City /State/Zip: <i>PEMBROKE PARK, FL 33023</i>		
Bid Documents Picked up today: <input type="radio"/> Yes or <input type="radio"/> No	Email: <i>WALDY@WESTWINDCONTRACTING.COM</i>	

Attendee (Print Legibly): <i>Jessica Markham</i>	Phone: <i>352-591-0300</i>	Business Card Provided <input type="checkbox"/> Or fill in contact information
Firm Name: <i>Perry Construction Co., Inc.</i>		
Address: <i>21761 NW 60th Ave.</i>		
City /State/Zip: <i>Micanopy, FL 32667</i>		
Bid Documents Picked up today: <input type="radio"/> Yes or <input checked="" type="radio"/> No	Email: <i>perrycci8827@hotmail.com</i>	



# St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [floridaswater.com](http://floridaswater.com).

DATE: November 25, 2015  
TO: Prospective Respondents  
FROM: Pam Paulk, Sr. Procurement Specialist  
SUBJECT: Addendum #2 to Invitation for Bids #28364, Annual Civil Works Construction Services

As a result of the Mandatory Pre-Bid meeting held on November 19, 2015 and additional questions, the following clarifications are provided for your information. Please make all appropriate changes to your solicitation documents. Note: changes are reflected with original language shown with strike-through and new language is underlined.

## MODIFICATIONS

- Page 19 of the solicitation documents, Qualifications General Form, the sixth item shall be modified as follows:  
“Total number of years Respondent has experience in similar ~~herbicide application~~ work described in the INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_”
- Page 27, section 3 of the Agreement, COST OF LIVING INCREASES, delete the last 2 words at the end of the paragraph as follows: ~~hourly rate~~
- A MS Excel, Revised Hourly Rate Cost Schedule has been posted to DemandStar which shall be used to submit a bid.
- Delete the “Respondent’s Qualifications Similar Projects” and the “Qualifications Project Manager References” forms and replace with the attached revised forms.

## QUESTIONS AND ANSWERS

- Q.1. Is there a summary of questions and answers from the pre-bid meeting available?  
A.1. It was the intent of the District to utilize the audio file for everyone’s use for reviewing questions and answers. Unfortunately, this audio file for the pre-bid meeting is corrupt and cannot be used. Please submit your questions by Wednesday, December 2, 2015 and the District will provide answers for all via an addendum.
- Q.2. How will the Davis Bacon wages be determined? Would the District need to know the contractor’s hourly rate for an operator and labors plus the burden, overhead and profit above that rate to correctly adjust these rates?

For example: In FL1 Brevard County a Labor Rate is 18.35 + 6.45 in Fringe Benefits per Hour and Equipment Operators from 26.30 to 20.36 an hour with 10.85 an hour fringe as you know based on previous years hourly rates none of us pay those rates and therefore the contract wording should be changed to state Davis Bacon Wages will be compensated – that basis needs to be determined in advance. Current contract language does not specifically state who will be responsible for the increased labor rates and how that burden is determined.

A.2. Should Federal funding be utilized for a District project and the Davis Bacon Wage Rates apply, the District will calculate the appropriate rates and compensate the contractor accordingly based on the Federal Davis Bacon Rates on the following website: <http://www.wdol.gov/dba.aspx>.

**NOTE:** The Bid Opening remains **Monday, December 14, 2015 at 2:00 PM**

Please acknowledge receipt of this Addendum on the BID FORM provided in the bid package.

If you have any questions, please call me at (386) 329-4469 or e-mail [ppaulk@sjrwmd.com](mailto:ppaulk@sjrwmd.com).

Attachments:

Revised Respondent's Qualifications Similar Projects

Revised Qualifications Project Manager References

Respondent: \_\_\_\_\_

**REVISED RESPONDENT'S QUALIFICATIONS SIMILAR PROJECTS**  
(Add additional pages as necessary)

Respondent shall provide a total of three references, which shall include the completed projects listed herein. No more than two references shall be from the District. If a District project is cited, do not request a letter from District staff. The District will use the project's closeout documents in lieu of a letter of reference and may consult with the District project manager. Respondent shall include a letter from at least one reference attesting to their abilities as it relates to the Types of Projects listed in Section 8(c).

**Completed Project/Reference #1 (Value of Respondent's Work-Minimum of \$350,000):**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Total Project value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

**Name(s) of assigned personnel:**

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Completed Project/Reference #2, Value of Respondent's Work-Minimum of \$250,000:**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Total Project value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

**Name(s) of assigned personnel:**

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Respondent: \_\_\_\_\_

**Completed Project/Reference #3, Value of Respondent's Work-Minimum of \$100,000:**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Total Project value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

**Name(s) of assigned personnel:**

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent: \_\_\_\_\_

REVISED QUALIFICATIONS PROJECT MANAGER REFERENCES

Respondent shall provide a total of three references (contact person) for the Respondent's Project Manager, that support a minimum of minimum of five years experience within the past eight years of construction related work listed in Section 8(b). No more than two references shall be from the District. If a District project is cited, do not request a letter from District staff. The District will use the project's closeout documents in lieu of a letter of reference and may consult with the District project manager. (For similar projects listed above for the Respondent, simply state "Completed Project No. \_\_\_\_.")

Respondent's Project Manager: \_\_\_\_\_

**Project No. 1:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Completed Project No. \_\_\_\_.

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

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 2:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Completed Project No. \_\_\_\_.

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

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

**Project No. 3:**

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

Current Contact Person at Agency/Company: \_\_\_\_\_

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

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

Name of Project: \_\_\_\_\_

Completed Project No. \_\_\_\_.

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

Total Project Value: \_\_\_\_\_ Value of Respondent's Work: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_



# St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [floridaswater.com](http://floridaswater.com).

DATE: December 3, 2015  
TO: Prospective Respondents  
FROM: Pam Paulk, Sr. Procurement Specialist  
SUBJECT: Addendum #3 to Invitation for Bids #28364, Annual Civil Works Construction Services

As a result of additional questions, the following clarifications are provided for your information.

## QUESTIONS AND ANSWERS

- Q.1. Will the contractor be compensated if the rental price is higher than the hourly cost? Example: If you own 2 end dumps and 4 are required on a job, you have to rent 2, the 2 rented are going to cost more than the 2 owned.
- A.1. No, the rate provided in the rate schedule by the contractor will be the rate used for equipment whether it is owned by the contractor or rented.
- Q.2. Does the contractor get to charge up to 8 hours for mobilization and up to 8 hours for demobilization per piece per job?
- A.2. Eight hours is the maximum number of hours for each piece of equipment and it includes both mobilization and demobilization. Furthermore, should 2 pieces of equipment be placed on the same flatbed to mobilize, then the Contractor would only be compensated for 1 piece of equipment.
- Q.3. If a machine is only used for a couple of hours per day/week, will there be compensation to the contractor for down time? If yes, how much?
- A.3. The District will only compensate the contractor for the number of hours the equipment is utilized with one exception. If equipment is not on the rate schedule list and is rented, the District will pay the rental rate with the specified markup.
- Q.4. Do dump trucks need to be tagged or off-road trucks/no tags?
- A.4. Dump trucks may be required to be used on road and therefore must have a tag.
- Q.5. How many horse power is the Positrac w/Fecon Head?
- A.5. 100 HP
- Q.6. Is Category 2 equipment priced w/fuel or operator?
- A.6. Category 2 equipment rates will only be for fuel & maintenance.
- Q.7. Why is an AWD motor grader necessary over a standard drive motor grader?
- A.7. An AWD drive is the motor grader on the list due to the wet conditions that are often encountered on District projects. A non AWD motor grader can be added to the rate schedule at a later date if the project manager determines that a non AWD motor grader would provide a significant cost savings.

- Q.8. What was the dollar amount of work awarded individually to low bid, 2nd low bid, & 3rd low bid contractors over the last 3 years?
- A.8. The District currently has 3 construction contractors and the amount of work awarded to date is as follows in order of the lowest bidder to the 3<sup>rd</sup> lowest bidder at the time of contract award:
1. Perry Construction Company, Inc. and Hartman Civil Company, Inc., a Joint Venture: \$4,115,818.00
  2. Westwind Contracting, Inc.: \$3,335,260
  3. Turnbull Environmental, Inc.: \$78,750.00

**NOTE:** The Bid Opening remains **Monday, December 14, 2015 at 2:00 PM**

Please acknowledge receipt of this Addendum on the BID FORM provided in the bid package.

If you have any questions, please call me at (386) 329-4469 or e-mail **ppaulk@sjrwmd.com**.

**EXHIBIT B**  
**STATEMENT OF WORK**  
**MOSQUITO CONTROL IMPOUNDMENT DIKE REPAIRS**  
**BREVARD COUNTY**

**I. INTRODUCTION/BACKGROUND**

Mosquito control impoundment areas were historically salt marsh or mangrove forests that have been ‘impounded’ via the construction of an earthen perimeter dike that allows the area to be artificially flooded during mosquito breeding season. Salt marsh mosquitoes lay their eggs upon moist soil and the eggs hatch when flooded by tides or rainfall. Flooding mosquito impoundment areas during mosquito breeding season prevents the laying of eggs and reduces mosquito production within the area without the use of pesticides. Although the mosquito control impoundment dikes’ primary function is to allow for the artificial flooding of the impoundment areas, they also serve as essential access roads that allow for mosquito control management agency access, as well as, recreational access. During the passage of Hurricane Matthew in October 2016 and Hurricane Irma in September 2017, numerous mosquito control impoundment dikes were damaged throughout Brevard County and are in need of repair.

**II. SCOPE OF WORK**

Approximately 45,000 linear feet of mosquito impoundment dikes were damaged during Hurricanes Matthew and Irma. The damaged impoundment dikes will be restored to the ‘pre-hurricane’ condition via the placement of suitable fill material, removal and replacement of a single segment of dock structure, repair of damaged riprap in select locations, regrading of the impoundment dikes, and hydroseeding of the repaired areas. Contractor shall provide all equipment, labor and materials as necessary to perform all items of work, including but not limited to installation of all erosion and turbidity control measures (ECM); scratching and grading; removal and repair of damaged riprap; transport, placement and grading of fill material from the Blue Goose Mine and/or Brevard County stockpiles as directed; hydroseeding; and other features as may be required for the work.

**III. TASK IDENTIFICATION**

Contractor shall complete the following:

1. Coordinate with County Project Manager to identify the locations, sequencing, and schedule of work by impoundment area.
2. Identify all materials/rentals to be purchased for the proposed work and solicit quotes as required by the contract for procurement.
3. Mobilize all equipment as may be required when needed for the project, including but not limited to, 2-Loaders (1-Loader with minimum 3 cubic yard bucket at County designated fill material stockpiles, 1-Loader with minimum 2 cubic yard bucket at impoundment areas) 1- Multi Terrain Tracked Loader, 1-Medium Trackhoe, at least 2- 18 cubic yard Dump Trucks, Thumb attachment for Medium Trackhoe, and 2- 5 cubic yard Dump Trucks (Rental), and 1-Hydroseeder (200 gallon).

4. Establish limits of work boundaries and set up barricades to warn the public and discourage unauthorized personnel from entering the active work site.
5. At each impoundment area, coordinate with the County Project Manager to identify:
  - a. appropriate ingress/egress roads for equipment and haul trucks.
  - b. limits of work boundaries and set up barricades to warn and discourage unauthorized personnel from entering the active work site.
  - c. proper locations for signs and/or barricades to restrict general public access to each work site while work is in progress.
  - d. critical locations where immediate repairs are necessary.
  - e. locations where removal and repair of damaged riprap shall occur.
  - f. locations which no longer need work due to repairs being conducted by County crews.
6. Install all necessary erosion and sediment control measures for each impoundment area prior to initiating the work, including turbidity curtains and silt fences as required to perform the work.
7. Clear vegetative debris as required to prepare impoundment dike for grading and placement of fill material. All cleared debris may be disposed of on site in areas designated by the County.
8. Load and transport fill material from the Blue Goose Mine and/or County stockpiles; place and grade fill material at hurricane-damaged impoundment areas, as directed by County:
  - a. Crystal Lakes
  - b. North Grove
  - c. Honest Johns
  - d. Long Point
  - e. Marsh Harbor
  - f. Jefferson Marsh
  - g. Hall Road (North C-2)
  - h. Little C-2
  - i. Ulumay (South C-2)
  - j. Scottsmoor
9. Replace removed riprap material as directed by County.
10. Repair ingress/egress roads as needed during construction.
11. Hydroseed repaired impoundment dikes and repaired ingress/egress roads as directed by County.
12. Restore worksites and staging areas to pre-construction conditions or better.
13. Demobilize all equipment from the site upon completion of all work items and acceptance by County.

#### **IV. TIMEFRAME**

Work shall begin within 30 days of contract execution. Contractor shall coordinate with the County's Project Manager for required times of commencement and completion at each impoundment site, according to Mosquito Control and Federal Emergency Management Agency (FEMA) priorities. All work shall be completed by December 31, 2018.

#### **V. CONTRACT SCHEDULE AMENDMENT**

The Contract Schedule shall be amended to reflect the following: Category 2 – Equipment item, rate and total hours not listed in the current Contract Schedule:

- Item – Hydroseeder, 200 gallons
- Rate - \$20/hour
- Total hours – 176
- Total amount - \$3,520.00

#### **VI. CONTRACT BUDGET**

For satisfactory performance, the County agrees to compensate Contractor under the provisions of a Type 1 Work Order in accordance with the Contract terms as amended. The cost of this Work Order shall not exceed \$690,808.28 (\$687,288.28 under existing Contract, plus \$3,520.00 amended for Hydroseeding). The County shall be invoiced monthly and upon completion in accordance with the Contract requirements.



Purchasing Services  
2725 Judge Fran Jamieson Way, Suite C303  
Viera, FL 32940

Phone (321) 617-7390  
Facsimile (321) 617-7391

NOTICE OF AWARD  
October 24, 2016  
BID# B-4-17-06/Road Construction Materials

PROCUREMENT ANALYST: Jon McLester, CPPO, CPPB

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	EST. ANNUAL AMOUNT	VENDOR CITY AND STATE
ABC Landclearing	Yes	ALL	\$19,730.00 yr Masonry Sand (ABC Landclearing)  Est. \$265,000 annually for all other materials. Award to be made on project by project basis, based on vendor unit price, combined with trucking cost from pit to project location.	Cocoa, FL
Alfy's Trucking	Yes	Marl, Fill Dirt, Stabilized Shell		Palm Bay, FL
Blue Goose Construction	Yes	Fill Dirt, Stabilized Shell		Fort Pierce, FL

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA): Leslie Rothering  
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Leslie Rothering, Purchasing Manager

- Award to Overall Lowest, most Responsive, minimum three bids received.
- Award to other than low, with low bid being non-responsive: (copy to Manager)  
REASON FOR NON-RESPONSIVENESS:
- Award to low bid, less than three responses received: (copy to Manager)  
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Jon McLester, Central Services/Purchasing; and Bruce Black, Public Works/Road and Bridge.

FOR PURCHASING USE ONLY:

ONE TIME PURCHASE

- ANNUAL BID:  
EFFECTIVE DATE 10/24/16 ENDING DATE 09/30/17  
RENEWAL OPTION  One year  Other (fill in)
- Prompt Payment Discount Offered  Yes ABC Landclearing 2% 10 Days (Terms)  NO
- Performance and payment bonds received with construction contract documents.
- Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

- Please provide certificate of insurance.
- Please provide performance and payment bonds as required.
- OTHER:

**B-4-17-06 - Bid Tabulation**

**Bid Title: Road Construction Materials**  
**Bid No: B-4-17-06**

**Opening Date & Time: September 23, 2016 @ 2:00 p.m.**

**Posting Date & Time: 9/26/16 @ 11:00 a.m. through 10/3/16 @ 5:00 p.m.**

	Alfy's Trucking		Blue Goose Construction		ABC Landclearing		
	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>Unit - Cubic Yard</b>							
MARL	20,000	\$4.35	\$ 87,000.00	No Bid	No Bid	\$ 5.00	\$100,000.00
Masonry Sand	1,000		\$ -	No Bid	No Bid	\$ 19.73	\$19,730.00
Fill Dirt	20,000	\$4.15	\$ 83,000.00	\$ 4.05	\$83,000.00	\$ 4.17	\$83,400.00
Stabilized Shell Material	10,000	\$7.00	\$ 70,000.00	\$ 10.12	\$101,200.00	\$ 10.78	\$107,800.00
<b>Unit - Ton</b>							
MARL Ton Cost	20,000			No Bid	No Bid	\$ 3.70	\$74,000.00
Masonry Sand Ton Cost	1,000	\$26.00	\$ 26,000.00	No Bid	No Bid	\$ 19.00	\$19,000.00
Fill Dirt Ton Cost	20,000			\$ 3.00	\$60,000.00	\$ 3.09	\$61,800.00
Stabilized Shell Material Ton Cost	10,000	\$7.00	\$ 70,000.00	\$ 7.50	\$75,000.00	\$ 9.50	\$95,000.00

**Intent to award to all bidders. County will order materials on a per order basis based on material cost, pit locations and delivery locations.**

**PIT LOCATIONS:**

**Alfy's Trucking**  
 Marl - Platts Ranch; Masonry Sand - Cemex; Fill Dirt - Platts Ranch; Stabilized Shell - Platts Ranch and S&L Materials  
 Masonry Sand - Cemex  
 Fill Dirt - Platts Ranch  
 Stabilized Shell - Platts Ranch and S&L Materials

**Blue Goose**  
 Fill Dirt and Stabilized Shell - 5955 82nd Ave. Vero Beach, FL 32966

**ABC Landclearing**  
 Marl - Pluckebaum Rd, West Cocoa; Masonry Sand - Cemex Mine, Davenport; Fill Dirt - North SR3 (Near KSC), Merritt Island; Stabilized Shell - S&L Materials Pit, SR520, Orange County (across from Claude H. Dyal Water Treatment Facility)

# Hurricane Impacts on Brevard County Mosquito Impoundments



**Legend**

- Hurricane Matthew = 26,953 linear ft
- Hurricane Irma = 18,411 linear ft

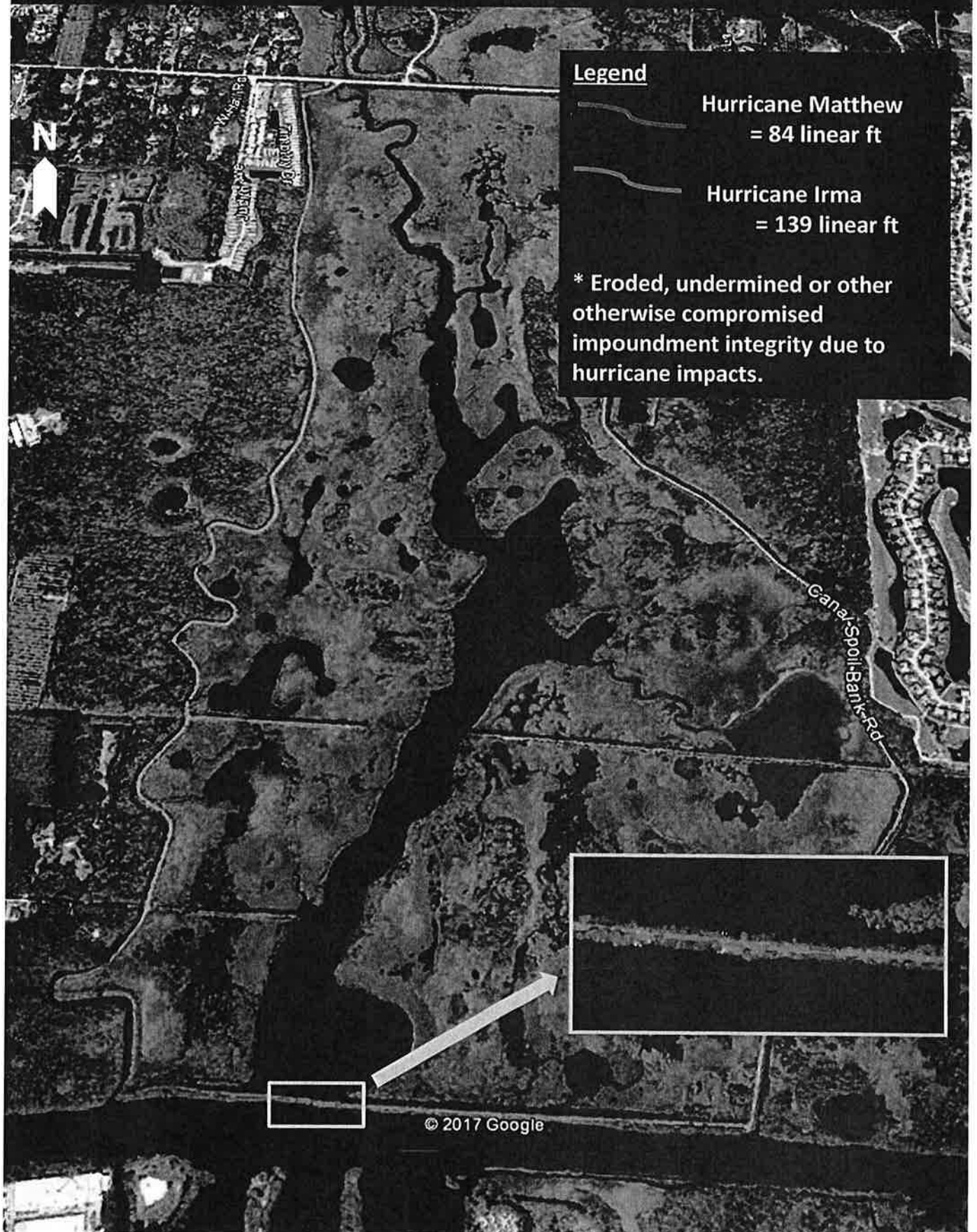
\* Eroded, undermined or other otherwise compromised impoundment integrity due to hurricane impacts.

**Total Hurricane Impacts = 45,364 linear ft**

# Hurricane Impacts on Scottsmoor Impoundments

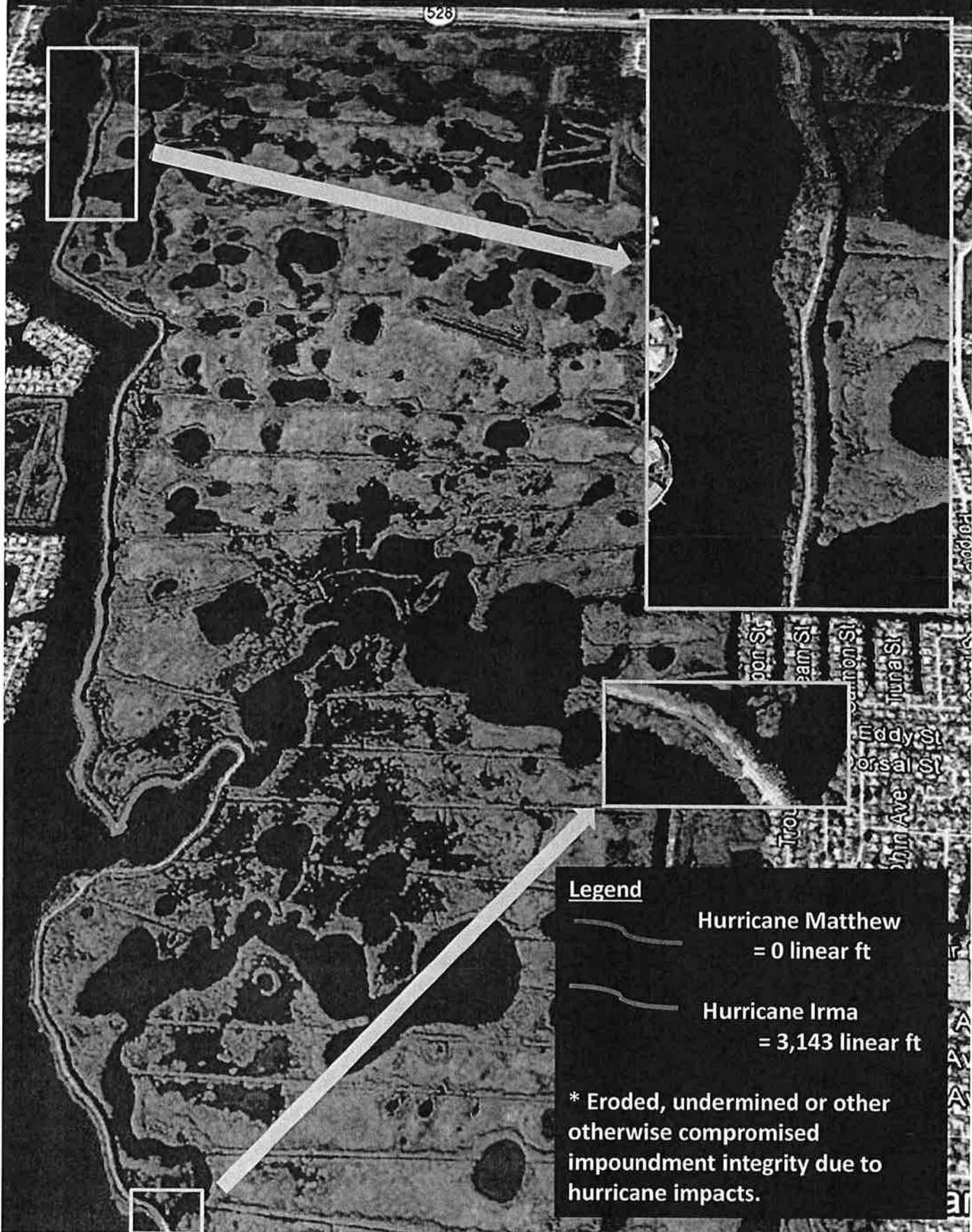


# Hurricane Impacts on Hall Road Impoundment



# Hurricane Impacts on Ulumay Impoundment

528



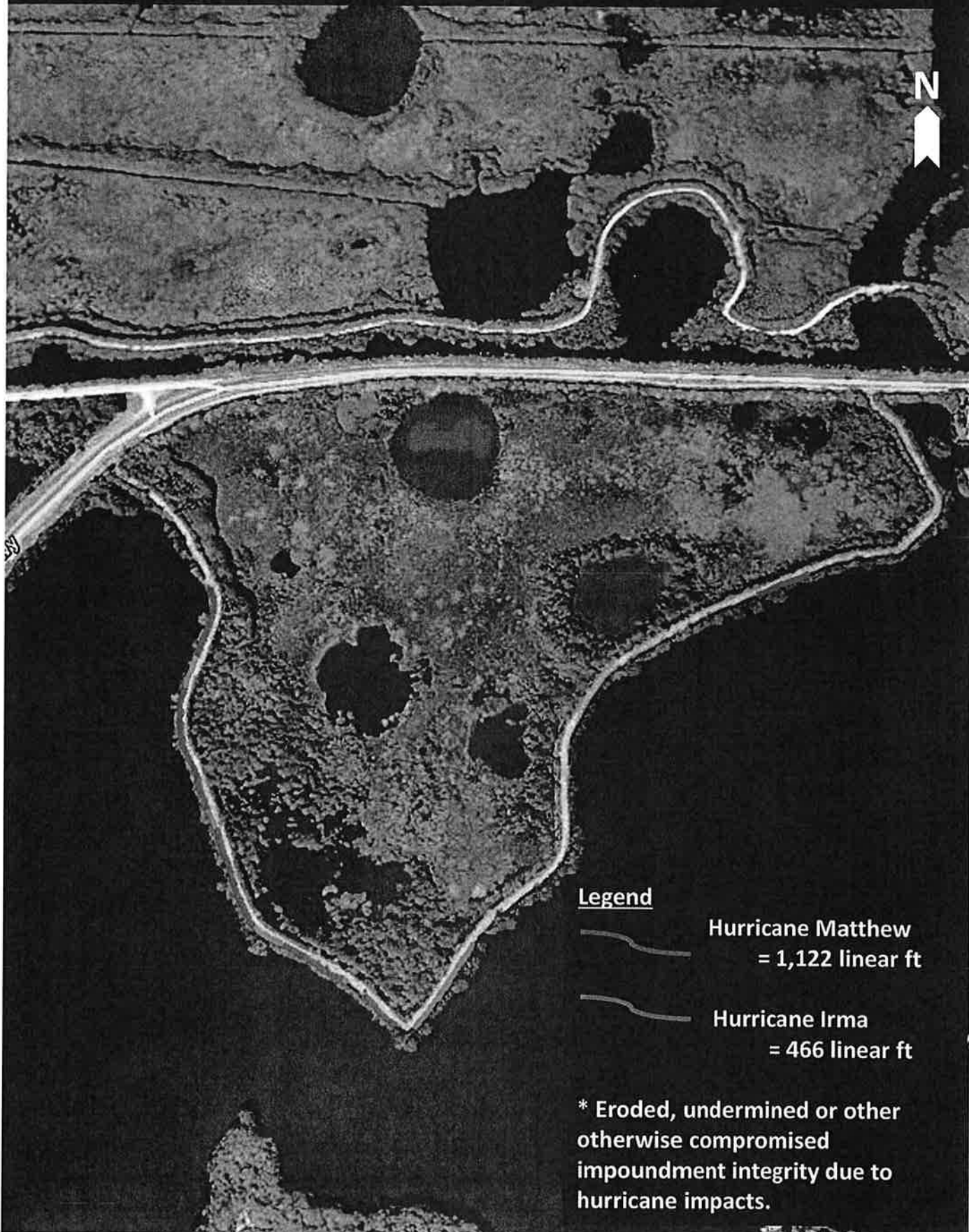
## Legend

Hurricane Matthew  
= 0 linear ft

Hurricane Irma  
= 3,143 linear ft

\* Eroded, undermined or other otherwise compromised impoundment integrity due to hurricane impacts.

# Hurricane Impacts on Little C-2 Impoundment



## Legend

-  Hurricane Matthew  
= 1,122 linear ft
-  Hurricane Irma  
= 466 linear ft

\* Eroded, undermined or other otherwise compromised impoundment integrity due to hurricane impacts.

# Hurricane Impacts on Jefferson Marsh Impoundment



## Legend



Hurricane Matthew  
= 2,479 linear ft



Hurricane Irma  
= 3,807 linear ft

\* Eroded, undermined or other otherwise compromised impoundment integrity due to hurricane impacts.

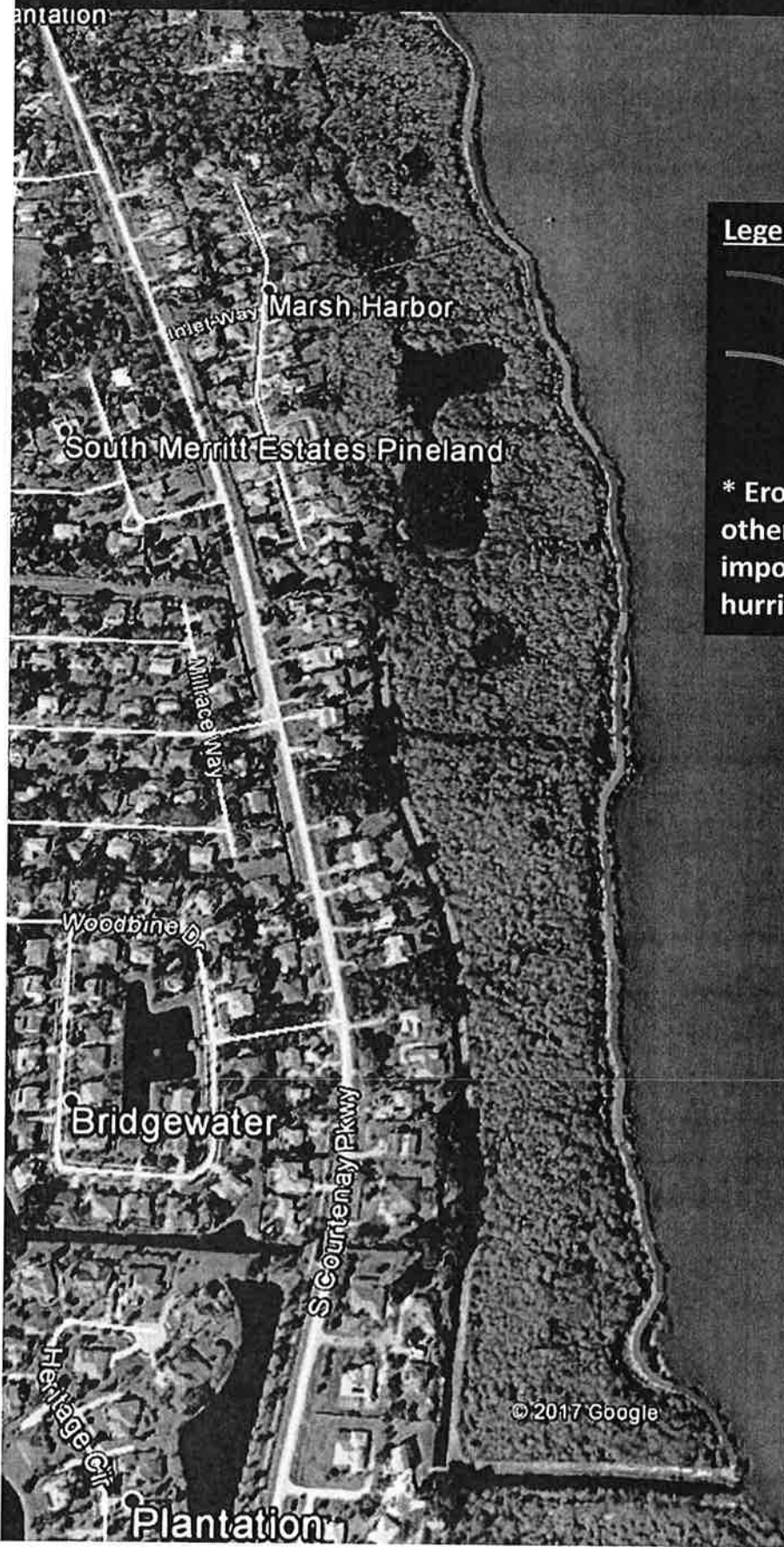
# Hurricane Impacts on Marsh Harbor Impoundment



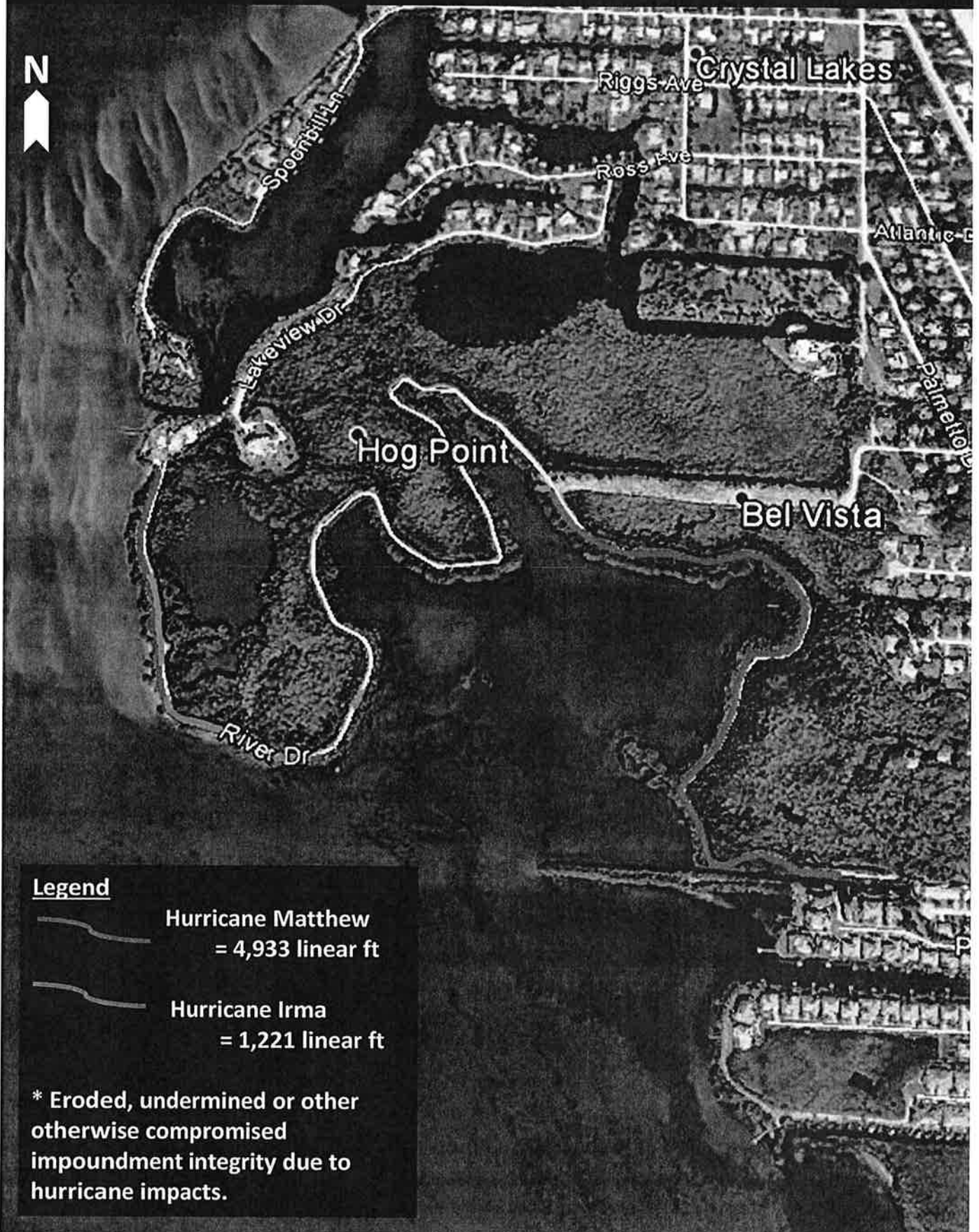
## Legend

-  Hurricane Matthew  
= 3,198 linear ft
-  Hurricane Irma  
= 2,134 linear ft

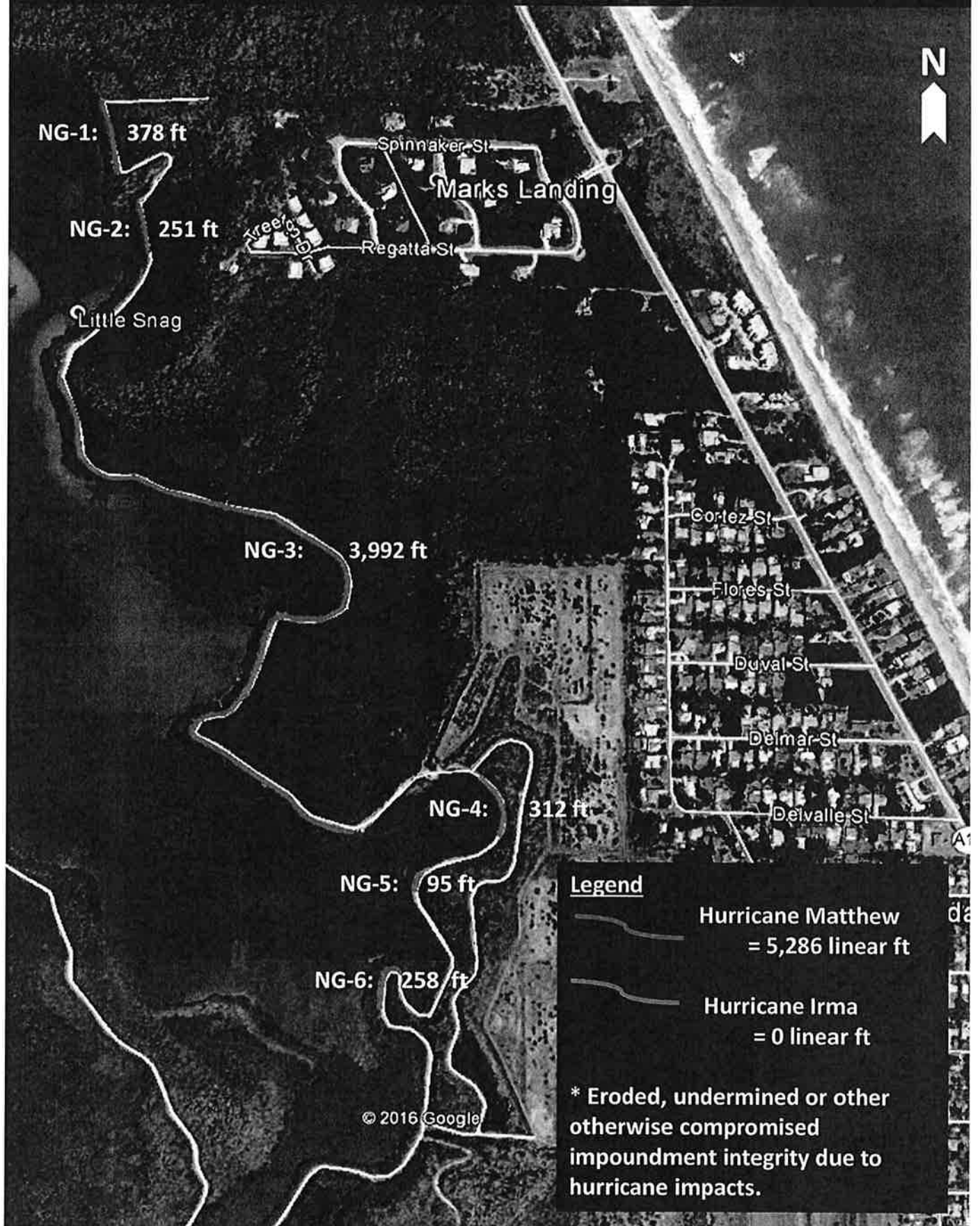
\* Eroded, undermined or other otherwise compromised impoundment integrity due to hurricane impacts.



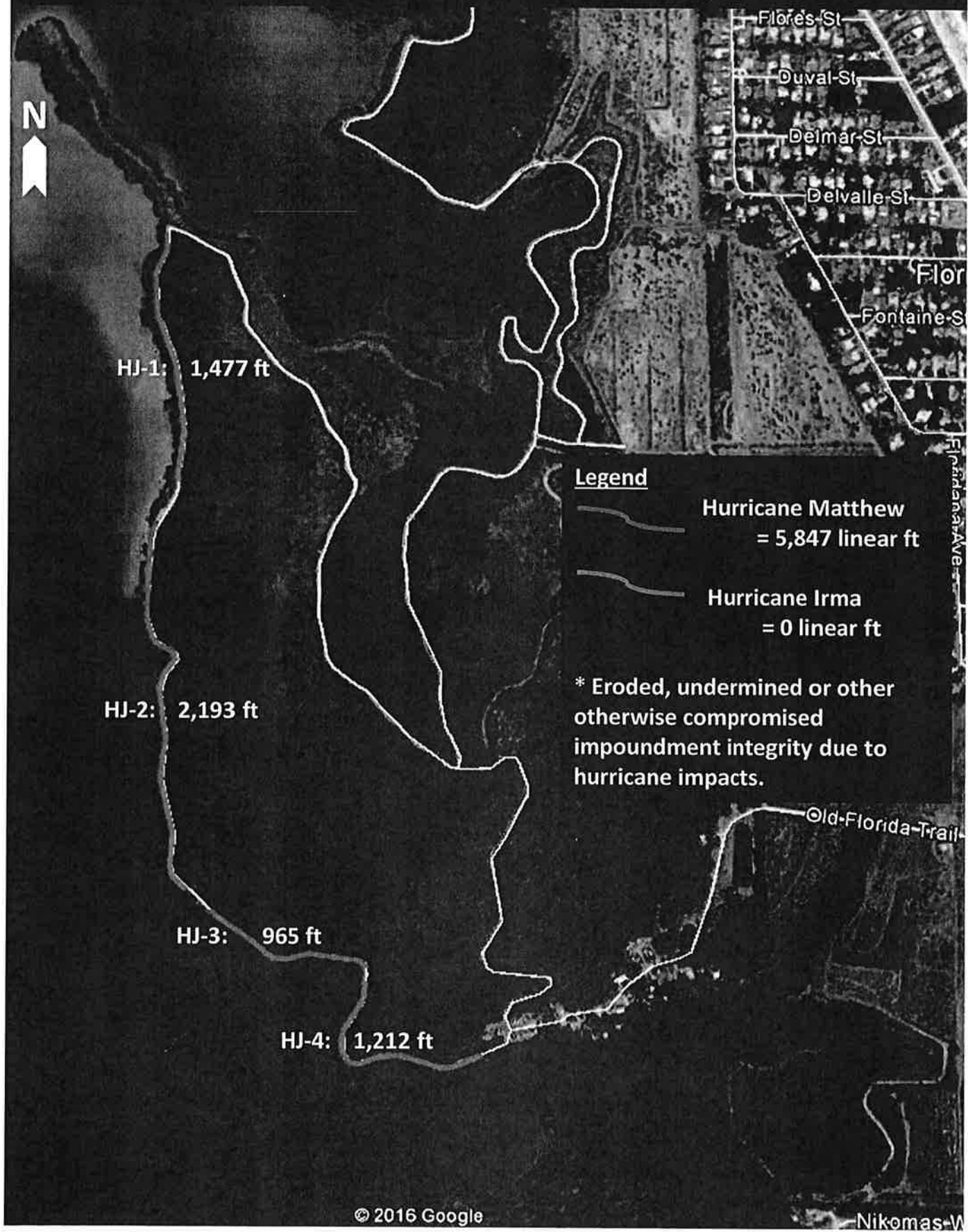
# Hurricane Impacts on Crystal Lakes Impoundment



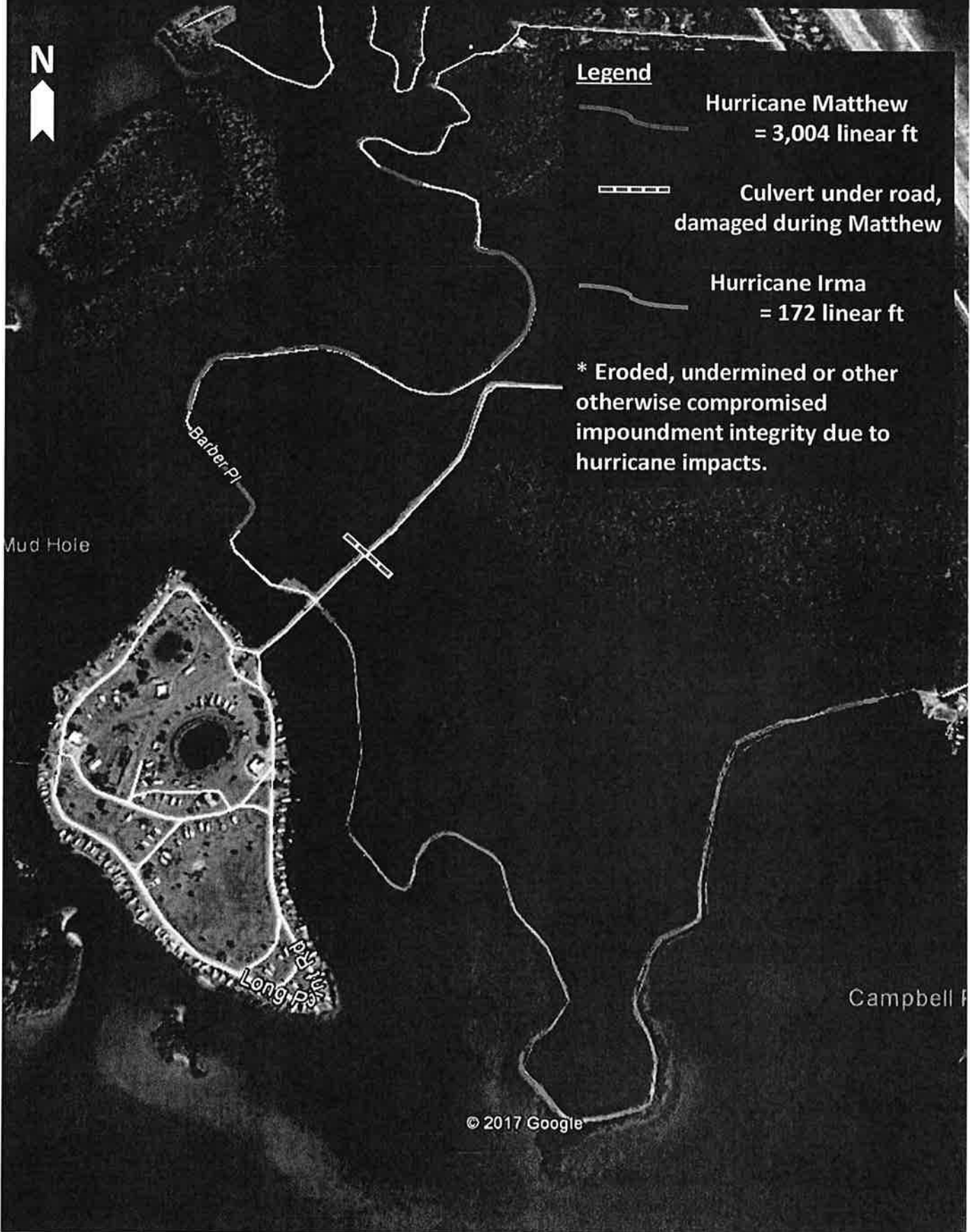
# Hurricane Impacts on North Grove Impoundment



# Hurricane Impacts on Honest Johns Impoundment



# Hurricane Impacts on Long Point Impoundment



# Hurricane Impacts on Campbell's Cove Impoundment



Campbell Pocket

CC-2: 109 ft

CC-1: 891 ft

A1A

Legend

Hurricane Matthew  
= 1,000 linear ft

Hurricane Irma  
= 0 linear ft

\* Eroded, undermined or other otherwise compromised impoundment integrity due to hurricane impacts.

