

**THE GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER**

The St. Johns River Water Management District (the “District”) is seeking submittals from qualified General Contractors with a minimum of five (5) years’ relevant experience, to provide and construct a new pre-engineered red iron, open sided pole barn at the Palm Bay Service Center (the “Work”). The estimated budget for the Work is \$180,000. All Work must be completed by December 31, 2026.

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

Further information is available through DemandStar at demandstar.com, Central Bidding at centralbidding.com, the state of Florida’s MyFloridaMarketPlace at myfloridamarketplace.com or the District’s website at sjrwmd.com. Solicitation packages may be obtained from the above portals. Respondents may also request the solicitation package directly from the District.

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

Shari Chinevere, Procurement Manager

Phone: 386-643-1172 or E-Mail: slchinev@sjrwmd.com

MANDATORY PRE-SUBMITTAL MEETING – June 29, 2026; 11:00 AM

Location: Palm Bay Service Center, 525 Community College Pkwy SE, Palm Bay, FL 32909

LAST DAY FOR QUESTIONS – July 10, 2026; 5:00PM

SUBMITTAL DUE DATE

3:00 PM Wednesday, July 22, 2026

PLEASE NOTE! Submittal must include all required documents and forms requested in this solicitation or the submittal may be rejected and deemed non-responsive.

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

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

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

RESPONDENT NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

PRIMARY E-MAIL ADDRESS (required) _____

SECONDARY E-MAIL ADDRESS (required) _____

TELEPHONE: (_____) _____ YEAR COMPANY WAS ESTABLISHED _____

NAME/TITLE OF PERSON SUBMITTING: _____

SIGNATURE OF PERSON SUBMITTING: _____

This document must be completed and returned with your submittal

INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER

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INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER

PART 1 – SCOPE OF WORK

1.1 INTRODUCTION

The District's Palm Bay Service Center (PBSC), located at 525 Community College Parkway S.E., Palm Bay, Florida, houses a variety of fleet assets, including trailers, semi-tractors, dump trucks, boats, and other equipment. To protect these assets and support safe, efficient access, the District utilizes open-sided covered structures. This project consists of constructing one (1) new open-sided red iron steel pole barn within the PBSC compound (see Exhibit 1 – Campus Map and Placement).

1.2 OBJECTIVES

Provide a complete, turnkey Project, including all labor, materials, equipment, supervision, permitting, and incidentals necessary to construct one (1) open-sided red iron steel pole barn measuring approximately 40 feet by 200 feet, with a 16-foot eave height. The structure shall include a standing seam galvalume roof, gutters, and downspouts, and shall match the existing on-site pole barn in appearance and functionality to the extent practicable. The completed structure shall be fully operational, suitable for the storage of machinery and equipment, and constructed in compliance with all applicable federal, state, and local codes and permitting requirements.

1.3 WORK

Contractor shall furnish and construct a pre-engineered, open-sided, red iron steel pole barn measuring approximately 40 feet by 200 feet, with a 16-foot eave height as described above in Section 1.2 at the designated PBSC location within a fenced-in compound area and installed over the existing rock parking pad, in accordance with manufacturer specifications and permit requirements. Contractor shall be responsible for verifying field conditions and performing all necessary site preparation, including subgrade evaluation, grading, and compaction, to support the structure.

Contractor shall install all required foundations, footings, anchors, structural components, roofing system, drainage components, and associated features necessary to deliver a complete and code-compliant structure, in compliance with all requirements of the manufacturer's specifications and the authority having jurisdiction (AHJ). All structural components shall be red iron steel. Unless otherwise approved in writing by the District Project Manager (DPM), support pole spacing shall be 16 feet, and the roof shall have a 2:12 pitch with minimum 24-gauge galvalume material.

Contractor shall obtain all required permits prior to commencing Work and shall ensure all inspections by the AHJ are completed prior to Project closeout. All Work shall be coordinated through the DPM and performed by properly licensed and qualified personnel in compliance with applicable codes and regulations, including the AHJ.

The new pole barn will be constructed near an existing pole barn as shown in Exhibit 1. The new pole barn shall generally match the dimensions and other features of the existing pole barn, while complying with current code requirements. Contractor is not responsible for any new electrical installation work or trenching.

1.4 TASK IDENTIFICATION

A. District Responsibilities

1. The District shall:

- (a) Provide minimum specifications, approved color selections, and style selections for all project materials prior to installation.
- (b) Provide proposed placement requirements for the new structure (see Exhibit 1).
- (c) Provide a secure, designated area for material storage during construction, subject to the conditions set forth in Attachment G.
- (d) Provide a designated exterior location for a roll-off container or dump trailer, to be supplied and maintained by Contractor.
- (e) Provide reasonable access to the property as mutually agreed upon.
- (f) Perform final inspection and approval of the completed Work and authorize payment based on submitted and verified invoices.
- (g) Coordinate onsite activities with District staff.

- (h) Approve all drawings prior to construction commencement. Said approval does not relieve Contractor of its design, code, and AHJ responsibilities.

B. Contractor Responsibilities

1. Project Preparations:

- (a) Attend a pre-construction walkthrough to review Project safety requirements, material staging, Work processes, and schedule. All key subcontractors, including but not limited to roofing, concrete, etc., are required to attend.
- (b) Contractor shall provide manufacturer's specifications/drawings to the District for District approval prior to commencement of Work. These documents shall indicate that the building meets or exceeds all local and state building codes and all requirements of the AHJ.
- (c) Obtain and post all required permits at the Project site.
- (d) Submit a detailed Project schedule identifying work phases, manpower levels, Subcontractors, and anticipated completion dates.
- (e) Ensure the Contractor's Project Manager is fluent in English (verbal and written) and remains on-site during all work hours.

2. Site Safety and Housekeeping

Contractor shall:

- (a) Secure the worksite using appropriate barriers, cones, caution tape, and signage to protect personnel and visitors.
- (b) Maintain the site in a clean, orderly, and safe condition throughout the Project.
- (c) Remove all debris and waste materials from the site daily.

3. Installation

Contractor shall:

- (a) Install all new materials.
- (b) Submit all material specifications, product data, and shop drawings to the DPM for review and approval prior to procurement and installation.
- (c) Install concrete footing to match specifications in approved submittals.
- (d) Provide and install one (1) new 40-foot wide by 200-foot long with a 16-foot eave height open-sided red iron steel pole barn with a standing seam galvalume roof, gutters, and downspouts to match existing onsite open-sided steel pole barn as closely as commercially available. Any deviations must be approved in writing by the DPM.
- (e) Install a standing seam Galvalume roof system, minimum 24-gauge trapezoidal panels (24" width, double-lock seam), including ridge caps, and all required fasteners and accessories. The roof system and all related components shall comply with applicable code requirements and all requirements of the AHJ. Color of the panels should match the other pole barn in the PBSC campus compound.
- (f) Provide and install new 6" x 6" aluminum box-style gutters and 5" x 5" downspouts (16 total) along both long sides of the building, matching or exceeding materials in the existing pole barn. Contractor shall ensure proper drainage away from the structure. Downspouts shall discharge in a manner that prevents erosion, ponding, or damage to the surrounding area. Any required splash blocks or drainage extensions shall be included.
- (g) Install all materials necessary (trusses, roofing system and support beams) and all ancillary materials to complete the installation.
- (h) Provide rust resistant paint and paint the red iron structure to match the existing pole barn onsite.

4. Quality Assurance and Warranties

- (a) Provide a minimum 25-year manufacturer warranty for roofing, gutters, and downspouts and 1-year workmanship warranty covering the Work and workmanship provided by the Contractor.

- (b) Conduct all required inspections with the AHJ, provide the DPM with documentation, and obtain approval prior to closeout.
- (c) Prior to demobilization, the DPM shall inspect all completed Work for acceptance.

5. Site Restoration and Closeout

- (a) Contractor shall remove (including all debris in the surrounding landscaping and bushes) and legally dispose of all the debris, excess, unused or other materials from the site.
- (b) Remove all equipment, and roll-off containers from the property.
- (c) Repair any damage caused to District property during construction.
- (d) Submit final documentation including warranties, permits, inspection reports, and as-built drawings.

6. Compliance

- (a) Contractor shall ensure that the Project is designed, permitted, and constructed in compliance with all applicable laws, codes, regulations, and all requirements of the AHJ.
- (b) No review, approval, or acceptance by the District shall relieve Contractor of any obligation under this Scope of Work.

1.5 TIMEFRAMES

Contractor shall begin the Work on the start date noted in the Notice to Proceed. Substantial completion is required within ninety (90) calendar days, with final completion required within thirty (30) calendar days thereafter, but no later than December 31, 2026. No Work may extend beyond the Contract expiration date of January 31, 2027, without written approval from DPM.

Contractor shall provide progress updates to the DPM via e-mail at least once every thirty (30) days. Updates shall include completed planned tasks and any weather, material, or labor-related delays. Standard working hours shall be Monday through Friday, 7:00 a.m. to 5:00 p.m., unless otherwise coordinated with and approved by the DPM. The District reserves the right to adjust work hours as necessary to meet project needs.

1.6 INSURANCE

Contractor shall maintain, at its sole expense, insurance coverage meeting the requirements of the Agreement (refer to section titled INSURANCE REQUIREMENTS in the Agreement). Proof of such coverage shall be furnished at the time of award and shall be maintained for the duration of the Agreement.

EXHIBIT 1 - CAMPUS MAP AND PLACEMENT

EXHIBIT 1 – CAMPUS MAP AND PLACEMENT



Existing red iron structure

Figurative depiction of the new (non-existing) red iron planned structure site (approximate)

**INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER**

BID FORM

DESCRIPTION	*TOTAL COST
Provide and construct one (1) pre-engineered, open-sided, red iron steel pole barn measuring approximately 40 feet by 200 feet, with a 16-foot eave height, per scope.	\$

*The total cost shall be all-inclusive and represent the full cost to provide a complete, turnkey Project as described in the Scope of Work.

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

AIS REQUIREMENT: If the solicitation concerns a public works project or involves the procurement of materials for use in a public works project as defined in §255.0993, Fla. Stat., the Respondent hereby acknowledges that it is obligated to comply with the American Iron and Steel Requirement (the "AIS Requirement") set forth therein and Respondent hereby certifies that any iron or steel product contained in this Cost Schedule that is to be permanently incorporated into the subject project will be produced in the United States in accordance with the AIS Requirement. Respondent agrees that it shall be responsible for any penalty imposed as a result of Respondent's failure to comply with the AIS Requirement. In addition, Respondent has included any costs associated with the AIS Requirement into this cost schedule.

UNDER PENALTIES OF PERJURY, I, as the Respondent's authorized officer or representative, hereby declare that I have fully reviewed the Respondent's submittal, of which this Cost Schedule is a part; that all facts stated in the submittal are true; that I understand all terms and conditions set forth in the District's solicitation; and that, if awarded, the Respondent shall fully comply with all terms and conditions.

Name of Respondent Company

Authorized Representative Signature

Date

Printed Name/Title

This document must be completed and returned with your submittal

**INVITATION FOR BIDS
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PART 2 –GENERAL INFORMATION AND REQUIREMENTS

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

The District will publish notice of specifications and criteria, including addenda, intended District decisions, or other matters pertinent to this solicitation on portals identified on the first page of this document.

2.1 MINIMUM QUALIFICATIONS Respondent must satisfy the following minimum qualifications. Instructions for providing this documentation is provided herein. Failure to provide required documentation as instructed may result in a submittal being rejected as non-responsive.

- a. Experience: Respondent must have a minimum of five (5) years' relevant experience performing construction of metal structures services for commercial buildings of similar size and scope, as described in this solicitation.
- b. Similar projects: Respondent must have successfully completed at least three (3) projects of a similar nature as set forth on the SIMILAR PROJECTS FORM. The District reserves the right to determine whether a project shall be considered "similar." Any similar project submitted by Respondent must have been performed for a project owner/administrator that is independent of Respondent. For purposes of this solicitation, "independent" means a project owner/administrator that is not: (i) the Respondent; (ii) a relative of Respondent; (iii) an employee, officer, director, agent, or representative of Respondent; or (iv) a parent, subsidiary, affiliate, commonly owned entity, joint venture partner, or other entity under common control with the Respondent.
- c. License: Respondent must possess and provide with its submittal, a current and active Florida General Contractor license.

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 submittal 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.

2.2 BUDGET ESTIMATE

The estimated budget is an estimate only and does not limit the District in awarding the Agreement.

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

2.3 HOW TO ASSEMBLE YOUR SUBMITTAL

The following documents and forms must accompany any submittal in the order identified. Please do not include items not requested. A submittal returned without these documents may be deemed non-responsive. The District reserves the right to request additional information from any Respondent prior to award.

Forms included in this solicitation

- _____ Cover Page/Addendum Acknowledgement
- _____ Bid Form
- _____ General Qualifications Questionnaire
- _____ Similar Projects Form
- _____ Proposed Subcontractors
- _____ Certificate as to Respondent's Authority to do Business in the State of Florida
- _____ Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- _____ Drug-Free Workplace Form (not required unless there is a tie bid)

Respondent provided documentation

- _____ Current and active Florida General Contractor license.
- _____ Certificate of Insurability - as noted in Section titled PROOF OF INSURABILITY, herein
- _____ Proof of Respondent's active registration on www.sunbiz.org
- _____ Proof of Respondent's active registration with the U.S. Department of Homeland Security's E-Verify system (Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov).
- _____ Copy of current General Contractor license and any certifications not already listed above, that are required to perform the Work, including any required by the applicable city, county, or state where the Work is being performed.

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

- (a) Failing to complete all forms;
- (b) Failure to provide all required materials; or
- (c) Otherwise failing to comply with instructions for preparation and organization of submittal.

2.4 PROOF OF INSURABILITY

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

NOTE! The successful Respondent shall be required to obtain and provide a Certificate of Insurance, submitted concurrently with the executed Agreement, that meets all specified requirements, references the applicable Agreement number, and names the St. Johns River Water Management District as an additional insured.

2.5 HOW TO SUBMIT A RESPONSE TO THIS SOLICITATION

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

Label all sealed envelopes as follows:

SEALED SUBMITTAL – DO NOT OPEN

Respondent's Name: _____
Invitation for Bids: 42088IFB26, New Pole Barn - Palm Bay Service Center
Opening Time: 3:00 PM
Opening Date: July 22, 2026

Shari Chinevere, Procurement Manager
St. Johns River Water Management District
District Headquarters
4049 Reid Street
Palatka, FL 32177

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

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

- (b) All blank spaces on the solicitation documents must be typewritten or legibly printed in ink. In the event you decline to submit a response, the District would appreciate submittal of the form title NO RESPONSE FORM provided in this solicitation to describe the reason for not submitting a response.

- (c) Please do not password protect files saved to a pin/thumb/jump drive. The District recommends that Respondents confirm their submittal documents will open correctly on a non-Respondent-owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response. The file naming conventions for the solicitation must clearly identify specific information, such as the solicitation number and Respondent's name (Example: 12345IFB78, ABC Company).

2.6 SIGNATURE AND CERTIFICATION REQUIREMENTS

If an individual submits a response to this solicitation he/she must sign his/her name therein and state his/her address and the name and address of every other person interested in this solicitation as principal.

If a partnership submits a response to this solicitation, state the name and address of each member of the partnership.

If a corporation or limited liability company submits a response to this solicitation, an authorized agent or officer/member must sign the submittal, subscribing the name of the entity with the individual's own name and affixing the corporate seal (if applicable). Such agent or officer/member must also provide the name of the state under which the entity is chartered/formed, and the names and business addresses of the officers/members.

All Respondents must:

- (a) Submit evidence of registration with the Florida Secretary of State for doing business in the state of Florida.
- (b) Certify that all persons or entities having an interest as principal in this solicitation or in substantial performance of the Work have been identified in the submittal forms.

2.7 PROHIBITED COMMUNICATION

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

2.8 PRE-SUBMITTAL MEETINGS, INQUIRIES AND ADDENDA

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

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

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

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

2.9 OPENING OF SUBMITTALS

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

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

2.10 DISQUALIFICATION OF RESPONDENTS

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

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

2.11 REJECTION OF SUBMITTAL

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

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

2.12 WITHDRAWAL OF SUBMITTALS

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

2.13 PROTEST PROCEDURES

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

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

- (a) Pursuant to §120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110.003, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest with the District Clerk within 72 hours after its posting.
- (b) Pursuant to §120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110.003, any person adversely affected by a District decision or intended decision to award a contract, or to reject all submittals, proposals, or qualifications, must file a written Notice of Protest with the District Clerk within 72 hours after posting of the decision or intended decision.
- (c) Pursuant to §120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110.004, a Formal Written Protest must be filed with the District Clerk within ten (10) days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated agreement amount.
- (d) No additional time will be added for mailing. All filings must comply with Fla. Admin. Code R. 28-106.104 and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.
- (e) The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Fla. Admin. Code R. 28-101.001), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.
- (f) Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

2.14 AWARDING THE AGREEMENT

- (a) All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in the Section titled PROTEST PROCEDURES, herein.
- (b) The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid as reflected on the Bid Form who demonstrates, in accordance with the requirements of the submittal documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the submittal that the District deems in its best interest.
- (c) If two or more submittals are equal in all respects, the Agreement will be awarded as follows: (1) to Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose submittal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- (d) The District reserves the right to award the Agreement to the next lowest available Respondent in the event the successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- (e) Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records

presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the submittals or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- (f) Pursuant to §286.0113 Fla. Stat., if the District rejects all submittals and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all submittals.

2.15 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

2.16 EXECUTION OF AGREEMENT

- (a) By submitting a response to this solicitation, Respondent represents and warrants that its submittal is a firm offer. Upon the District's issuance of a notice of award (or other written acceptance), the Successful Respondent is bound to the terms, pricing, and commitments set forth in its submittal, as accepted by the District, together with the District's solicitation documents.
- (b) The Successful Respondent shall execute the District's Agreement in the form provided (with any District-approved changes) and shall not condition, qualify, or withdraw its submittal, or refuse to sign the Agreement, after award. Failure to timely execute the Agreement and proceed with performance as required may be deemed a breach and may result in rejection of the submittal, cancellation of award, and any other remedies available to the District under the solicitation, the Agreement, or applicable law.
- (c) Unless all submittals are rejected, the Successful Respondent must execute and return the Agreement to the District within 10 business days of receipt along with each of the following:
 - (1) Satisfactory evidence of all required insurance coverage.
 - (2) Proof satisfactory to the District of the authority of the person or persons accepting the terms and conditions of this Solicitation on behalf of Respondent.
 - (3) All other information and documentation required by the Agreement.
- (d) The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be sent via e-mail to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.
- (e) Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

2.17 FLORIDA SALES TAX

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

2.18 BONDING AND RETAINAGE

- (a) **Payment and Performance Bond.** It is the District's discretion to require payment & performance ("P&P") bonds for construction work contract valued at \$200,000 or less. The District does not currently anticipate requiring P&P bonds for this solicitation; however, P&P bonds are required for any public works construction project contract valued at over \$200,000 per Florida Statute §255.05. Once awarded the Agreement, the Successful Respondent is responsible to have those P&P bonds recorded with the Clerk of the Court in the county where the work will be performed. Recorded bonds must be received and verified by Procurement before any work can commence.
- (b) **Retainage.** Retainage for construction services shall be withheld in accordance with §218.735, Fla. Stat.

2.19 PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or placed on the discriminatory vendor list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, subcontractor, supplier, 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.

2.20 USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES – This section does not apply to this solicitation.

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

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

2.22 AMERICANS WITH DISABILITIES ACT (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through **Shari Chinevere, Procurement Manager**, or by calling (800) 955-8771 (TTY), at least five (5) business days (Mon – Fri) before the date needed.

2.23 DEFINITIONS

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

INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER
PART 3 – REQUIRED DOCUMENTS AND FORMS

The forms that follow must be included in Respondent's submittal.

**INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER**

GENERAL INFORMATION QUESTIONNAIRE

Respondent's company name _____

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

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

Total number of years of Respondent's experience performing similar Work as described in this solicitation. _____

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting on this solicitation or a prior entity that Respondent substantially operated or controlled? ___ Y ___ N

If yes, please describe the nature and result of those proceedings and the entity involved.

Has Respondent (including any parent, subsidiary, affiliate, or predecessor) ever been debarred, suspended, or otherwise excluded from doing business with any federal, state, or local government entity in the United States of America? ___ Y ___ N

If yes, explain.

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

This document must be completed and returned with your submittal

INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER
SIMILAR PROJECTS FORM

As part of the submittal, Respondent shall complete the following so that the District can determine Respondent's satisfaction of the minimum qualifications of this solicitation.

Provide at least three (3) unique projects, for construction of red iron steel structures with dimensions of at least 30ft by 150ft in a Florida coastal county, that Respondent has successfully completed within the last five (5) years. No more than one of the similar projects can be from a project completed for the District.

The District may contact the Project Owner or Administrator to verify the information provided below. Please ensure that all contact information is current and accurate. If the District is unable to reach the listed point of contact within two to three business days, the submittal may be deemed non-responsive.

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

Project Owner/Administrator:	
Point of Contact:	E-Mail:
Phone:	Project Start & Completion Dates:
Project Name:	
Describe how the scope of work applies to this solicitation:	
Project size/dimensions:	Total Project Value \$ _____
Project location:	

Project Owner/Administrator:	
Point of Contact:	E-Mail:
Phone:	Project Start & Completion Dates:
Project Name:	
Describe how the scope of work applies to this solicitation:	
Project size/dimensions:	Total Project Value \$ _____
Project location:	

Project Owner/Administrator:	
Point of Contact:	E-Mail:
Phone:	Project Start & Completion Dates:
Project Name:	
Describe how the scope of work applies to this solicitation:	
Project size/dimensions:	Total Project Value \$ _____
Project location:	

This document must be completed and returned with your submittal

**INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER**

PROPOSED SUBCONTRACTORS

RESPONDENT NAME: _____

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

Respondent is limited to utilizing subcontractors for no more than 40% of the Work on the entire project. The remaining balance of the Work on the project must be performed by Respondent's own forces. All subcontractors must be currently licensed in the area for which they perform work.

Check which applies:

Respondent will NOT utilize Subcontractors: ☐

Respondent will utilize the Subcontractors listed below: ☐

1. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

2. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

3. Name and address of Subcontractor: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

This document must be completed and returned with your submittal

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

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

Entity name: _____

Address: _____

Registration No: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal, if utilized by Respondent)

Attest: _____

(Secretary)

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

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

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

This document must be completed and returned with your submittal

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

STATE OF _____

COUNTY OF _____

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

1. I am the owner or duly authorized officer, representative, or agent of:
_____, Respondent that has submitted the attached submittal package.
2. The attached submittal is genuine. It is not a collusive or sham submittal.
3. I am fully informed regarding the preparation and contents of the attached submittal and am knowledgeable of all pertinent circumstances related thereto.
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, company, or person to submit a collusive or sham submittal package in connection with the Agreement for which the attached submittal package has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached submittal of any other Respondent, or to fix any overhead, profit, or cost element of the submitted prices or the submitted 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) included in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this submittal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

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

(SEAL)

(Signature)

Notary Public, State of _____ at Large

My commission expires: _____

This document must be completed and returned with your submittal

DRUG-FREE WORKPLACE FORM

This form is considered only in the event of a tie response.

Respondent, (company 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 (5) days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

By: _____

Title: _____

Date: _____

This document must be completed and returned with your submittal

**INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER**

SUBMITTAL ACKNOWLEDGMENT FORM

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

Authority to Bind: The individual signing this form is authorized to represent and legally bind Respondent to the terms and conditions of the solicitation and to the submittal.

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

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

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

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

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

By signing this Submittal Acknowledgment Form, I acknowledge I have read and understand it and I affirm that Respondent complies with all conditions and requirements set forth herein.

RESPONDENT NAME

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

PRINTED NAME

TITLE

This document must be completed and returned with your submittal

INVITATION FOR BIDS
42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER

NO RESPONSE FORM

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

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (COMPANY NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

DRAFT AGREEMENT BETWEEN THE DISTRICT AND CONTRACTOR FOR NEW POLE BARN - PALM BAY SERVICE CENTER

This Agreement is entered into between the Governing Board of the St. Johns River Water Management District (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and [REDACTED] (“Contractor”), whose address is [REDACTED] for the project titled New Pole Barn - Palm Bay Service Center (the “Project”). All references to the parties hereto include the parties, their officers, employees, agents, successors and assigns.

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

Section 1 – The Contract. The contract between the District and Contractor, of which this Agreement is part, consists of the Contract Documents and shall be effective on the last signature date set forth below and expires on January 31, 2027, unless otherwise extended by mutual written agreement.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the solicitation (42088IFB26 New Pole Barn - Palm Bay Service Center), Contractor’s submittal, Scope of Work, plans and drawings, any/all addenda issued in support of the solicitation, recorded bonds (as required), Certificates of Insurance, affidavits, specifications, all Purchase Orders, Change Orders, Work Orders, any Special Conditions or any other attachments issued hereafter, and any other amendments hereto executed by the Parties hereafter. The following are attachments to this Agreement: Attachment A — Scope of Work, Attachment B — Construction General Conditions, Attachment C — Cost Schedule, Attachment D — Insurance Requirements, Attachment E — District Supplemental Instructions (Sample), Attachment F — Common Carrier or Contracted Carrier Attestation, Attachment G — Authorization to Store Contractor Equipment on District Property, Attachment H — Human Trafficking Attestation.

Should any conflict arise between the Contract Documents and the Agreement, the terms of this Agreement shall govern.

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

Section 4 – Term, Survival. The Work (defined herein) shall commence upon the start date stated in the Notice to Proceed (“NTP”) and shall proceed continuously and diligently, reaching substantial completion within ninety (90) calendar days. Contractor shall achieve final completion within thirty (30) calendar days after substantial completion, but in no event later than December 31, 2026, unless an extension is approved in writing by the District Project Manager. Any approved extension shall not authorize Work beyond the expiration of the Contract term, which ends January 31, 2027. All Work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of Contractor. The Work may be presumed abandoned after 30 calendar days if Contractor terminates the Work without just cause or without proper notification to the District, including the reason for termination, or fails to perform Work without just cause for 30 calendar days.

All provisions that by their nature extend beyond the Term survive termination or expiration hereof.

Section 5 – Deliverables and Ownership.

(a) **Deliverables.** Contractor agrees to perform and complete the Work, defined herein, per the Contract Documents, Attachment A – Scope of Work, and Attachment B – Construction General Conditions, hereto, and within the Term.

- (1) Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work.
- (2) Contractor shall ensure that all workmanship and materials used in the performance of the Work are of good quality.
- (3) Upon request, Contractor shall furnish satisfactory evidence demonstrating the type and quality of materials provided.

- (4) Unless otherwise expressly stated in this Agreement, Contractor shall be solely responsible for providing and paying for all materials, labor, equipment, tools, and other facilities required to complete the Work.
- (5) Upon completion of the Work in its entirety, the District's Project Manager ("DPM") shall conduct a final inspection to determine whether the deliverables are complete and satisfactory in all respects.
- (6) Contractor shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Contractor shall promptly remediate any accessibility deficiencies identified by the District at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe

(b) Ownership.

- (1) All deliverables produced under this Agreement, including any Work not accepted by the District, shall become the property of the District to the extent of compensation received by Contractor, whether partial or full. All source documents, specifications, materials, reports, data, and other documentation, whether developed, obtained, or utilized in the performance of the Work, excluding proprietary materials identified in the applicable Scope of Work, shall be and shall remain the property of the District. Contractor shall safeguard such materials and provide them to the District promptly upon request.
- (2) District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

Section 6 – Contractor as subcontractor. This Section does not apply to this Agreement.

Section 7 – Progress Reports. If not otherwise specified in the Scope of Work, Contractor shall, upon written request, submit written progress reports to the DPM at the frequency specified and in a format approved by the DPM, at no additional cost to the District. Each progress report shall include an updated progress schedule that accounts for all delays and any approved changes to the Work. Failure to submit required progress reports in accordance with this provision may result in the District withholding payment until such reports are received and deemed acceptable.

Section 8 – Compensation. For satisfactory completion of the Work, District shall make payment to Contractor an amount not to exceed (enter amount in words) (\$XXX), (the "Total Compensation"), per the District's established procedure and according to Attachment C – Cost Schedule hereto. There shall be no provisions for pricing adjustments during the Term.

Section 9 – Bonds

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

Section 10 – Invoices, Payment and Release. Contractor shall submit itemized invoices on a monthly basis by one of the following two methods:

- E-mail to - acctpay@sjrwmd.com (preferred) or

- Mail to - St. Johns River Water Management District, Finance Director,
4049 Reid Street, Palatka, Florida 32177-2571.

- (a) If payment is requested for services by Contractor, Contractor shall submit an invoice to the District in accordance with the requirements of this Agreement. Submission of an invoice shall constitute Contractor's representation to the District that the services identified in the invoice have been properly and timely performed as required herein.
- (b) 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 information as required to document invoices.
- (c) Payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (d) Required Invoice Information. All invoices shall include the following information: (1) District Agreement number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) DPM name; (5) Contractor's Project Manager name; (6) supporting documentation as to cost and/or Project completion (as per the Cost Schedule and other requirements of the Scope of Work; (7) Progress Report (if required). Contractor should not include its Federal Employer Identification Number or social security number (as applicable) on the invoices.

Invoices that do not comply with this paragraph shall be returned without action, stating the basis for rejection.

- (e) End of District Fiscal Year Reporting. The District's fiscal year concludes on September 30. Regardless of the invoicing schedule set forth in this Agreement, the District is required to account for all encumbered funds as of that date. Where permitted under this Agreement, submission of an invoice for Work completed as of September 30 shall fulfill this requirement, provided such invoice is submitted no later than October 30.
 - (1) If the Agreement does not authorize the submission of an invoice for Work completed as of September 30, Contractor shall, by no later than October 30, provide a written description of the Work performed between the date of the last submitted invoice and September 30, along with an estimate of the amount due for that Work as of September 30.
 - (2) If no prior invoices have been submitted, Contractor shall instead submit a written summary of the Work completed through September 30 and an estimated value of that Work as of that date.
- (f) Final Invoice Representation. Submission of Contractor's invoice for final payment and reimbursements shall further constitute Contractor's representation to the District that, upon receipt from the District of the amount invoiced, all obligations of Contractor to others, including its Subcontractors (defined herein), incurred in connection with the Project, will be paid in full forthwith.
- (g) Final Invoice Timing. The final invoice must be submitted no later than forty-five (45) days following the final completion date. However, if the final completion date coincides with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the final completion date. Final invoices submitted after the applicable deadline shall be subject to a ten percent (10%) penalty, which may be waived solely at the District's discretion upon a showing of special circumstances that prevented timely submittal. Contractor must request approval for any delayed submission of the final invoice no later than ten (10) days prior to the applicable due date and shall provide justification for the delay.
- (h) Onboarding. Contractor is required to register with and complete vendor onboarding through PaymentWorks, Inc. as a condition of receiving payment..
- (i) Payments withheld. The District may withhold, or nullify in whole or in part, any payment otherwise due to Contractor if necessary to protect the District from loss due to any of the following:
 - (1) Defective Work not remedied;
 - (2) Failure to make timely payments to Subcontractors or suppliers;
 - (3) Lack of adequate progress in the performance of the Work;
 - (4) Damage caused to another contractor; or
 - (5) Any other material breach of this Agreement.

Withheld amounts shall not be considered due and payable until Contractor has fully cured the condition(s) justifying the withholding.

- (j) Travel expenses. If the Cost Schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget and are not otherwise compensable. If travel expenses are not included in said Cost Schedule, travel expenses are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (k) Release. Upon satisfactory completion of the Work, the District shall issue a written statement confirming acceptance of all deliverables. Contractor's acceptance of final payment shall constitute a full and final release of all claims against the District arising out of or related to the performance of this Agreement, except for any documented claims for additional compensation that have been properly submitted in accordance with the terms of this Agreement and remain pending at the time of final payment.

Section 11 – Funding Contingency. This Agreement is contingent upon the availability of funding from one or more sources, including but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature; or (3) funding from other agencies or sources. For Agreements extending beyond one Fiscal Year, continued performance is subject to annual funding appropriations at the sole discretion of the District's Governing Board. If funding is not appropriated for the current or any future Fiscal Year, in whole or in part, the District will notify Contractor. This Agreement will be deemed terminated for convenience five (5) days after such notice, or later if specified by the District. "Fiscal Year" means the period from October 1 through September 30.

Section 12 – Project Management Personnel - The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either Party may change its Project Manager upon three (3) business days' prior written notice to the other Party. Written notice of change of address shall be provided within five (5) business days.

- (a) The DPM shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (b) Contractor shall diligently supervise the Work, using its best skill and attention. A competent superintendent, acceptable to the District, shall remain on-site throughout the Project. Contractor's superintendent shall not be replaced without the District's consent, unless no longer employed by Contractor or deemed unsatisfactory by Contractor. Contractor's superintendent shall act on behalf of Contractor in its Project Manager's absence, and directions given to Contractor's superintendent shall be binding on Contractor. If the District provides documented evidence that any individual on the Project is incompetent, disorderly, or not complying with the Agreement or District instructions, Contractor shall promptly remove that individual and not reassign them to the Project. The District may request replacement of Contractor's Project Manager for failure to perform competently, follow instructions or specifications, or for other reasonable cause.
- (c) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

DISTRICT

Scott Tilton – DPM
St. Johns River Water Management District
4049 Reid St., Palatka, Florida 32177
Phone: 386-937-1378
E-Mail: stilton@sjrwmd.com

CONTRACTOR

TBD - Project Manager
TBD – Company Name
TBD – Company Address
TBD – PM Phone
TBD – PM E-Mail

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

Section 13 – Work Schedule. Contractor shall not perform any Work on District property during weekends or District-recognized holidays unless prior written approval is obtained from the DPM. Unless otherwise authorized by the DPM, all Work on District property shall be conducted during the District’s normal business days, Monday through Friday. Work shall not commence prior to 7:00 a.m. and shall conclude no later than 5:00 p.m. Any request by Contractor to modify the approved work schedule must be submitted to the DPM for review and coordination no less than twenty-four (24) hours in advance of the proposed change. All schedule changes must be confirmed in writing by the District.

Section 14 - Indemnification. Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees or subcontractors, in the performance of the Work. 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’s employees performing under this Agreement.

Section 15 - Duty to Inspect and Report Deficiencies in Plans and Specifications.

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

Section 16 – Insurance. Contractor shall obtain and maintain all insurance coverage and limits set forth in Attachment **D** – Insurance Requirements. Contractor shall not commence any Work until it has provided the District with valid Certificates of Insurance evidencing full compliance. Certificates reflecting lesser coverage shall not be accepted and do not waive the District’s insurance requirements.

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

Section 17 – Compliance with Law; Permits and Licenses. 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. 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 Scope of Work, the responsibility of the Parties for obtaining permits is apportioned as follows:

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

Section 18 – Assignment. Contractor may not assign or subcontract all or part of this Agreement without written approval from the District.

Section 19 – Amendments and Changes to the Work. This Agreement may be amended only by a written agreement executed by both Parties. Any modification that alters, adds to, or deducts from the Work, or otherwise modifies the terms of this Agreement, shall be authorized through a written change order or formal amendment. Each such document shall clearly describe the nature of the change and any corresponding adjustment to the Total Compensation and/or the final completion date.

Additional authorized written modifications may include the following:

- (a) **District Supplemental Instructions (DSI).** The DPM may issue a District Supplemental Instruction (DSI) using the form attached as Attachment **E** to authorize minor adjustments to the Work that are consistent with the approved Scope of Work. A DSI must be signed by both Parties. A DSI shall not be used to modify the scope of the Agreement, nor to change the Total Compensation, quantity, quality, or final completion date of the Project.
- (b) **Emergency Changes in the Work.** In the event of an emergency that endangers life or property and requires immediate action, the District may issue an oral directive for Contractor to proceed with an emergency change in the Work. Such directive shall be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency Work, Contractor shall submit a written estimate identifying any resulting increases in cost or time. Failure to timely submit such notice shall constitute a waiver of any claim for additional compensation or time extension. Within fifteen (15) days after receipt of the estimate, the Parties shall negotiate a written Change Order or formal Amendment. If the Parties are unable to reach agreement, any disputed issues shall be resolved in accordance with the dispute resolution provisions of this Agreement. Contractor shall not refuse to perform emergency Work.

Section 20 – Certification. Contractor certifies that it, its principals, and affiliates, have not been, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the term of this Agreement.

Section 21 – Public Records.

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information.

In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

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

Section 22 – 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 (5) years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

Section 23 – Florida Single Audit Act. This Section does not apply to this Agreement.

Section 24 – Employment Eligibility. Pursuant to §448.095, Fla. Stat., Contractor must be registered with and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the work authorization status of all newly hired employees during the term of this Agreement.

Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that Subcontractors performing Work or providing services pursuant to this Agreement register and utilize the E-Verify system to verify employment eligibility of all employees used by the Subcontractor for the performance of the Work. The Subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a Subcontractor knowingly violated § 448.095, Fla. Stat., and notifies Contractor of such, but Contractor otherwise complied with the statute, then Contractor shall immediately terminate the agreement with the Subcontractor.

Section 25 – Attorney’s Fee. Except as may be otherwise provided herein, in the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each Party shall bear its own attorney’s fees.

Section 26 – Governing Law, Venue, Waiver of Right to Jury Trial. This Agreement is governed by laws of the State of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. Venue for any state legal proceedings arising from or related to this Agreement shall be in Putnam County, Florida. Venue for any federal legal proceedings arising from or related to this Agreement shall be in Duval County. IN THE EVENT OF ANY CIVIL PROCEEDINGS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HEREBY CONSENT TO TRIAL BY THE COURT AND WAIVE THE RIGHT TO A JURY TRIAL IN SUCH PROCEEDINGS; PROVIDED, HOWEVER, THAT THE PARTIES MAY MUTUALLY AGREE TO A JURY TRIAL.

Section 27 – Release of Information. Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

Section 28 – 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; (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.

Section 29 – Common Carrier. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew an agreement with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Contractor shall complete Attachment F, the Common Carrier or Contracted Carrier Attestation.

Section 30 – Force Majeure; Delays. 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: 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, a restraining order, injunction, or similar decree of any court of competent jurisdiction, war, flood, earthquake, fire, severe wind storm, acts of public disturbance, quarantine restrictions, epidemics, strikes, freight embargoes, or 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.

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 of 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-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 final completion date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both Parties.

Section 31 - 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. 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.

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

Section 33 – Cleanup, Equipment Removal. Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.

Section 34 – Safety. For any Work that is to be performed on premises that are owned or controlled by the District (the "Premises"), Contractor has the sole and exclusive duty for the safety of the Premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the Work assigned. Neither

Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or illegal drugs, on or from the Premises or adjacent property, except as authorized by law. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District or right-of-way owner. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor. Contractor may be permitted to store certain equipment on District property in accordance with the terms and conditions set forth in Attachment **G** hereto.

Section 35 – Petroleum Storage Tanks. With the exception of truck-mounted transfer tanks used to fuel the equipment, any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume. Truck-mounted transfer tanks must be installed according to the manufacture instructions, maintained in good working condition, appropriately labeled, and in compliance with all applicable regulations.

Section 36 – Use of Completed Portions of the Work. The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

Section 37 – Materials; Inspection; Tools, Plant and Equipment. All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.

- (a) Materials and Equipment Schedules. The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) business days after the date of the Agreement award and before any material or equipment is purchased, Contractor shall submit to the DPM a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (b) Inspection. The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The DPM and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (c) Tools, Plant, and Equipment. If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

Section 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: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) save and

hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

Section 39 – Iron and Steel for Public Works.

- (a) For purposes of this Section, “public works project” or “project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.
- (b) If this Agreement funds a public works project or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as set forth in §255.0993, Fla. Stat., This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
 - (i) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
 - (ii) the use of iron or steel products produced in the United States will increase the total cost of the Project by more than twenty percent (20%); or
 - (iii) complying with this requirement is inconsistent with the public interest.
- (c) Minimal use of foreign steel and iron materials is permitted if:
 - (i) such materials are incidental or ancillary to the primary product and are not separately identified in the Project specifications; and
 - (ii) the “cost” of such materials, as defined in §255.0993, Fla. Stat., does not exceed one-tenth of one percent (1%) of the Total Compensation under this Agreement or \$2,500, whichever is greater.
- (d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this section.
- (e) This Section shall be applied in a manner consistent with and may not be construed to impair the State of Florida’s obligations under any international agreement.
- (f) The DPM may require Contractor to certify its compliance with this section, or otherwise provide sufficient information to document its compliance, with its invoice for payment.

Section 40 – Nuisance. Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work.

Section 41 – Coordination with the District and Other District Contractors. The District may let other agreements in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor’s Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractor and join Contractor’s Work to that of others in a proper manner, and in accordance with the intent of the Scope 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 Contractor’s Work with other contractors’ work. Contractor shall take into account all contingent work to be done by others and shall not plead want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the Work performed by other District contractors. If any part of the Work depends for proper execution or results upon the Work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors’ work that render it unsuitable for Contractor’s Work. Failure to so inspect and report shall constitute an acceptance of the other contractors’ work as fit and proper for the reception of Contractor’s Work, except as to defects which may develop in the other contractors’ work after execution of the Work.

Section 42 – Cooperation with the Inspector General. Pursuant to §20.055(5), Fla. Stat., Contractor and any Subcontractor understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Section 43 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 44 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided the District pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of the District to indemnify Contractor, if provided, is limited and shall not exceed the limits set forth in §768.28, Fla. Stat. This section shall survive the termination of this Agreement.

Section 45 – Civil Rights. Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

Section 46 – Interest in the Business of Contractor; Non-Lobbying. Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

Section 47 – No Coercion for Labor or Services. Contractor, a nongovernmental entity entering this Agreement with the District, certifies, assures, and affirms that Contractor does not use coercion for labor or services as prohibited under §787.06, Fla. Stat. If Contractor is a nongovernmental entity, Contractor must provide the District with a Human Trafficking Attestation, Attachment **H**, executed by an officer or representative of Contractor.

Section 48 – 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 DPM no later than five (5) calendar days after the precipitating event. If not resolved by the DPM within five (5) calendar days, the DPM shall forward the request to the District's assigned Assistant Executive Director, which shall issue a written decision within five (5) 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, Contractor must notify the District in writing within ten (10) calendar days of receipt of notice of rejection that Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) calendar days of receipt of such notice, if not informally resolved through discussion with the DPM, the DPM shall forward the disputed invoice and Contractor's written response to the District's assigned Assistant Executive Director. The matter shall then proceed as described in subsection (a), above.
- (c) Payment. Nothing herein requires the District to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to this Agreement or the subject of a claim brought pursuant to §255.05, Fla. Stat. If the District disputes a portion of a payment request, the undisputed portion shall be paid twenty (20) business days after receipt of the request.

Section 49 – 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 final completion date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other Contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

Section 50 – Default/Termination. In the event Contractor fails to comply with any of the provisions of this Agreement, the District may terminate this Agreement for cause by first notifying Contractor in writing, specifying the nature of the default and providing Contractor with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the District thereafter may terminate this Agreement for cause upon written notice to Contractor without prejudice to the District. In the event of termination of this Agreement for cause, the District will then be responsible to compensate Contractor only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. The District may terminate this Agreement without cause providing at least thirty (30) days written notice to Contractor. In the event of termination of this Agreement without cause, the District will compensate Contractor for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the District's or other public entity's obligations under this Agreement. Should this occur, the District shall have no further obligation to Contractor other than to pay for services rendered prior to termination.

Section 51 – Definitions

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

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

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

CONTRACTOR: The Party entering this Agreement with the District as Contractor, its officers, employees, agents, successors, and assigns.

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

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

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

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

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

Section 52 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. The District shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 53 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 54 – Warranty. Contractor warrants that the Work, workmanship, and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after the District's acceptance of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction and acceptance or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

When applicable, refer to the technical specifications for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the technical specifications, the language that provides the most favorable terms to the District governs.

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 representative, and, if appropriate, has caused the seal of the corporation (if applicable) to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the Parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all Parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

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

By: _____

Typed Name and Title

Date: _____

Date: _____

**42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER
SCOPE OF WORK**

Attachment **A**

(Will be inserted prior to obtaining signatures)

**42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER
CONSTRUCTION GENERAL CONDITIONS**

Attachment **B**

SECTION A - THE WORK

1. PERFORM ALL WORK.

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

2. “WORK” DEFINED.

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

SECTION B - RETAINAGE

1. STATUTE GOVERNS.

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

2. AMOUNT REQUIRED.

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

3. DOES NOT APPLY IN LIMITED CIRCUMSTANCES.

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

4. WITHHELD UNTIL FINAL COMPLETION.

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

SECTION C – LIQUIDATED DAMAGES – This Section does not apply to this Agreement.

SECTION D - PAYMENT OF THE TOTAL COMPENSATION

The District shall pay the Total Compensation by making progress payments to Contractor as provided below.

1. APPLICATION FOR PAYMENT.

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

2. CONTRACTOR’S REPRESENTATION.

Payment for stored materials and equipment to be incorporated into the Project is contingent upon Contractor providing proof, satisfactory to the District, that title to such materials and equipment has transferred to the District, along with evidence of all required insurance coverage. Each invoice must be signed by Contractor and will serve as Contractor’s representation that the Work has progressed to the stage for which payment is

requested, the Work has been installed or performed in full accordance with this Agreement, and Contractor is aware of no reason why payment should be withheld. Upon receipt, the District's Project Manager ("DPM") will review the invoice and may inspect the Work at the Project site or other storage locations to verify that the quantity and quality of the Work conform to the representations in the invoice and meet the requirements of this Agreement.

3. **PAYMENT.**

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

4. **WARRANTS TITLE.**

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

5. **PAY SUBCONTRACTOR.**

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

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

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

6. **WITHHELD PAYMENT.**

- (a) The District may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect the District from loss because of:
 - (i) Defective Work not remedied by Contractor nor, in the opinion of the District, likely to be remedied by Contractor;
 - (ii) Claims of third parties against the District or the District's property or reasonable evidence indicating probable filing of such claims;
 - (iii) Failure by Contractor to pay subcontractors or others in a prompt and proper fashion;
 - (iv) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Total Compensation;
 - (v) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
 - (vi) Persistent failure to carry out the Work in accordance with the Contract Documents; or
 - (vii) Damage to the District or a third party to whom the District is, or may be, liable.
- (b) In the event that the District makes written demand upon Contractor for amounts previously paid by the District, Contractor shall promptly comply with such demand.

SECTION E - THE DISTRICT

1. **WRITTEN AND TANGIBLE MATERIAL.**

The District shall furnish to Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other

purpose. By furnishing such material, the District does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability, therefore.

2. **APPROVALS; EASEMENTS.**

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

3. **COPIES OF CONTRACT DOCUMENTS.**

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

4. **RIGHT TO STOP WORK.**

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

5. **THE DISTRICT'S RIGHT TO PERFORM WORK.**

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

SECTION F - CONTRACTOR

1. **CONTRACTOR DUTY.**

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

2. **IN ACCORDANCE WITH THIS AGREEMENT.**

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

3. **COMPLIANCE.**

Contractor shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to licensing 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.

4. **RESPONSIBLE FOR WORK.**

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

5. **SAFETY.**

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

- (a) For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the Premises. Contractor and any Subcontractors performing services under this Agreement shall conform to all relevant U.S. Occupational Safety and Health Act ("OSHA") regulations during the course of such effort. Any fines levied for failure to comply with these requirements shall be borne solely by the responsible contractor.

- (b) Contractor shall determine the need for and provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises. Protective clothing, equipment, and devices shall, at a minimum, conform to OSHA standards for the products being used.
- (c) All equipment used by Contractor shall always be maintained in a safe operating condition and be free from defects or wear that may in any way constitute a hazard to any person or persons on the Premises. Contractor shall prevent damage to District property, materials, and equipment.
- (d) Contractor shall always enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its Subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property.
- (e) Contractor shall always exercise precaution for the protection of persons and property. Barricades must be provided when work is performed in areas traversed by persons, or when deemed necessary by the DPM. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
- (f) Refer to the technical specifications as applicable for additional information and requirements relating to safety.

6. TRENCH SAFETY.

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

7. PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.

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

8. SUBSTANTIAL COMPLETION; PUNCH LIST.

A. Substantial Completion.

- (i) **Contractor Notice.** Contractor shall notify the District via e-mail at the e-mail address provided in the Section titled PROJECT MANAGEMENT PERSONNEL of this Agreement, when Contractor considers the Work to be substantially complete.
- (ii) **Definitions.**
 - (a) "Punch List" – a list of items required to render the Work complete, satisfactory, and acceptable in all respects.
 - (b) "Substantially complete" is the point when the District can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete.

- (iii) **District Review.** The District shall review the Work and determine whether it is substantially complete and, if so, the Parties shall develop a Punch List.
- (iv) **Time.** The time in which substantial completion is determined and the Punch List is developed and finalized (the “Review Time”) is as follows:
 - (a) If the Total Compensation is less than ten million dollars, Review Time is thirty (30) calendar days.
 - (b) If the Total Compensation is ten million dollars or more, Review Time is forty-five (45) calendar days.
 - (c) Review Time is calculated from the date of Contractor’s delivery of substantial completion notification to the District’s server. For purposes of this section, “Total Compensation” does not include any Supplemental Work Allowance funds that have not been released by the District.

B. Punch List Process. The following sets forth the “Punch List Process.”

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

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

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

C. Payment.

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

SECTION G - CONTRACT ADMINISTRATION

1. **REPRESENTATIVE OF THE DISTRICT.**

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

2. **INTERPRETER; JUDGE.**

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

3. **APPROVE SUBMITTALS.**

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

4. **RE-EXAMINATION OF WORK.**

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

5. **MATERIAL TESTING.**

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

6. **AUTHORITY TO REJECT WORK.**

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

7. **MATERIAL SUBSTITUTION.**

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

8. **DETERMINE BENCHMARKS.**

Upon Contractor's written request, the District shall inspect the Work to determine the date of Substantial Completion and, following Contractor's completion of all punch list items and required corrective work, the date of Final Completion. Contractor shall submit all warranties, releases, approvals, closeout documents, and other documents required by the Contract Documents for the District's review and records. The District shall issue Final Approval for Payment only after Contractor has fully complied with the requirements of the Contract Documents.

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

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

10. **PROCEED; CHANGE ORDER.**

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

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

If Contractor encounters conditions during the Work that were not visible or known in advance—such as conditions below ground or within an existing structure—and those conditions differ from what is shown in the Contract Documents, or are unusual and materially different from what is normally expected for this type of work in the area, the Total Compensation may be adjusted through a Change Order. To request an adjustment, Contractor must provide written notice and submit a claim within seven (7) calendar days of first discovering the condition. Providing timely written notice is required before the District has any responsibility or liability for such conditions. If Contractor fails to give written notice within the required timeframe, Contractor waives any claim related to the concealed or unknown condition.

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

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

(i) **Direct Costs**

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

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

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

SECTION H - SUBCONTRACTORS

1. **“SUBCONTRACTOR” DEFINED.**

A Subcontractor is a person or entity having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

2. **AWARD OF SUBCONTRACTORS.**

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

3. **RIGHTS AGAINST SUBCONTRACTORS.**

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

SECTION I - CHANGES IN THE WORK

1. **MODIFICATION OF SPECIFICATIONS.**

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

2. **CHANGES PERMITTED.**

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

3. **“CHANGE ORDER” DEFINED.**

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

4. **HOW CHANGES ARE DETERMINED.**

The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor’s capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The Parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage, or by (4) cost and a fixed fee. If the Parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the DPM may direct the correct amount of the net cost of labor and materials, together with vouchers. The DPM will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the DPM’s certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

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

For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the final completion date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

6. **CHANGE ORDER RESPONSE TIME.**

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

7. **CHANGE ORDER EFFECT.**

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

8. **NOTICE; CONSENT.**

Contractor shall notify and obtain the consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by Contractor's surety or by law. Contractor's execution of the Change Order shall constitute Contractor's warranty to the District that the surety has been notified of and consents to have expressly consented thereto. Contractor shall provide to the District a rider to the original bond as provided by the surety.

9. **EMERGENCY CHANGES IN THE WORK.**

In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five calendar days. Within 15 calendar days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation. Within 15 calendar days after receipt of Contractor's estimate, the Parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

SECTION J - UNCOVERING AND CORRECTING WORK

1. **UNCOVERING WORK.**

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

2. **CORRECT WORK.**

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

3. **WARRANTY.**

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

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

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

**42088IFB26 NEW POLE BARN - PALM BAY SERVICE CENTER
COST SCHEDULE**

Attachment **C**

(Will be inserted prior to obtaining signatures)

INSURANCE REQUIREMENTS

Attachment **D**

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

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

The Certificate of Insurance must:

- (a) Include endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act;
- (b) Reference the Agreement number;
- (c) Include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District as Additional Insured; and
- (d) Provide for at least thirty (30) days' prior written notice of cancellation, sent to the District Project Manager at the address specified herein.

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

Workers' Compensation Insurance.

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

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

Commercial General Liability.

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

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

Automobile Liability.

\$500,000 combined single limit.

DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

Attachment E

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: NAME, Contractor Project Manager
ABC Company
1234 Street
City, State Zip

FROM: _____, District Project Manager

AGREEMENT NUMBER: _____

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

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

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

Approved: _____ **Date:** _____

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

Approved: _____ **Date:** _____

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

Approved: _____ **Date:** _____
DPM NAME, District Project Manager

Acknowledged: _____ **Date:** _____
ADMIN NAME, District Procurement Specialist

c: Contract file
Financial Services

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION

Attachment F

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

CONTRACTOR NAME: _____

(check one statement below):

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

OR

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

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

Printed Name: _____

Title: _____

Signature: _____ Date: _____

AUTHORIZATION TO STORE CONTRACTOR EQUIPMENT ON DISTRICT PROPERTY

Attachment G

The District Project Manager (“DPM”) may authorize Contractor to store Contractor Equipment on District-owned and/or managed property.

For purposes of this authorization, “Contractor Equipment” includes only such tools, equipment, and vehicles necessary for Contractor’s completion of the Work and when stored unsupervised Contractor’s Equipment shall not include firearms.

Any such authorization is subject to the following conditions:

1. Contractor acknowledges that the District makes no representation as to the suitability of the property for Contractor’s use. Prior to using the property, Contractor shall be afforded an opportunity to and shall always undertake for itself to carefully inspect, consider and assess all surrounding property and conditions. Contractor’s election to access and use the property for storage shall occur entirely at its own risk.
1. Contractor must disclose the nature of Contractor Equipment to be stored on District Property to the DPM. The DPM may reject approval for the storage of any type of Contractor Equipment.
2. Storage of Contractor Equipment on District Property is provided solely at the District’s discretion, and the District may revoke the authorization at any time.
3. Contractor shall not store, or allow its employees or subcontractors to store, Contractor Equipment in any area except as designated by the DPM.
4. Contractor shall not store, or allows its employees or subcontractors to store, Contractor Equipment beyond the time authorized by the DPM. In no event shall storage extend beyond the term of the Agreement.
5. Contractor, including its employees and subcontractors, shall enter and exit District property only in the locations and manner designated by the DPM.
6. Contractor acknowledges that District property is actively managed and open to the public and that management activities and public use take precedence over Contractor’s non-exclusive use. Contractor’s use of the property shall pose no risk to other users of the property and Contractor is solely responsible for any damages resulting from Contractor’s access and use of the property.
7. The authorization to store Contractor Equipment on District property does not create a bailment. The District does not accept possession of Contractor Equipment, and the District has no obligation for the safekeeping of Contractor Equipment. Contractor acknowledges that the District has no responsibility or duty of care for Contractor Equipment stored on District property.

Contractor assumes full risk and responsibility for any damages or liability associated with Contractor’s access and storage of Contractor Equipment on District property. Contractor agrees to indemnify and hold harmless the District from and against any and all claims, liabilities, or damages arising from Contractor's storage of Contractor Equipment on District property.

HUMAN TRAFFICKING ATTESTATION

Attachment H

Contractor Name: _____ (“Contractor”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with §787.06(14), Fla. Stat.

I acknowledge that §787.06(14), Fla. Stat., requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (“Contractor”) and a governmental entity (“District”) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that Contractor does not use **coercion to employ any person for labor or services.**

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

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

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

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

Contractor Name: _____

By (signature): _____

Printed Name: _____

Title: _____

Date: _____