

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

**INVITATION FOR BIDS**

The Governing Board of the St. Johns River Water Management District (“District”) requests that interested parties respond to the solicitation below by 2:00 P.M., September 10, 2013. Further information is available through Onvia DemandStar at *DemandStar.com* [(800) 711-1712], My Florida Market Place website at *dms.myflorida.com/business\_operations/state\_purchasing/myfloridamarketplace/mfmp\_vendors/vendor\_toolkit/mfmp\_vendor\_registration*, and the District’s website at *Floridaswater.com*. Bid packages may be obtained online from Onvia DemandStar or the District by calling Alan Weaver, Sr. Contracts Administrator at (386) 329-4271.

**STRUCTURE S-161A, CONCRETE AND SHEET PILE REHABILITATION  
BID NUMBER 27714**

The Contractor shall provide all materials, labor, and equipment necessary for the rehabilitation of Structure S-161A as described in this statement of work and as specified on the Contract Drawings. Generally, the scope shall include a pre-construction joint inspection of the structure to determine the extent of concrete repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair of slide gates and operators, repair and coating of miscellaneous metals, fence demolition and replacement, repair of upstream and downstream safety barriers, and riprap repair. The estimated budget for this project is \$300,000.

**A MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR  
11:00 A.M., AUGUST 22, 2013, AT THE PROJECT SITE:  
L-73 LEVEE IN THE JANE GREEN DETENTION AREA  
ON COUNTY ROAD 419 (SOUTH OF US192)**

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

**BID OPENING: 2:00 P.M.  
SEPTEMBER 10, 2013**

St. Johns River Water Management District Headquarters  
4049 Reid Street, Palatka, Florida 32177  
(Conference Room 148)

**PRESENTATION OF STAFF’S RECOMMENDATION  
TO GOVERNING BOARD  
OCTOBER 10, 2013, BOARD MEETING**

Special accommodations for disabilities may be requested through Alan Weaver, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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Exhibit 1 — Report prepared by Ardaman & Associates, Inc., “Engineering evaluation of concrete degradation and steel sheet pile wing wall thickness, Jane Green Water Control Structure S-161A”, dated May 1, 2013.	
Exhibit 2 — As-built drawings prepared by the US Army Corps of Engineers, “Central and Southern Florida project, Upper St. Johns River Basin, Structure 161A”, dated May 19, 1988.	
Exhibit 3 — Plans (Cover, Sheets C1, C2, S1 through S6)	

**INSTRUCTIONS TO RESPONDENTS**

**1. DEFINITIONS**

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document or purchase order (“Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid submitted by Respondent, and all required certifications and affidavits.

**2. CONTRACT ADMINISTRATOR**

All inquiries related to this solicitation should be directed to the Contract Administrator:

Alan E. Weaver, CPPO, Sr. Contracts Administrator  
 Phone: (386) 329-4271  
 Fax: (386) 329-4546  
 Email: [aweaver@sjrwmd.com](mailto:aweaver@sjrwmd.com)

**3. WHERE TO DELIVER BID**

All bids must be submitted in sealed envelopes with the bid number and bid opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

St. Johns River Water Management District  
 Invitation for Bid 27714  
 Attention: Office of Financial Services  
 4049 Reid Street, Palatka, Florida 32177

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

**4. BID OPENING**

Respondents or their authorized agents are invited to attend the bid opening. The bids will be opened and read at the following time and place:

2:00 P.M., September 10, 2013  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177

The Florida Public Records Act, section 119.071(1)(b), Fla. Stat., exempts sealed bids from inspection, examination, and duplication until such time as the District issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to section 120.57(3)(a), Fla. Stat., or within 30 days after the bid opening, whichever comes first. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent’s submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in section 812.081, Fla. Stat., and exempt from disclosure pursuant to section 815.04, Fla. Stat.,

Respondent must clearly identify any such material as “CONFIDENTIAL TRADE SECRET” in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

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

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

- a. Bid Form
- b. Cost Schedule
- c. Certificate as to Corporation
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- e. Qualifications (General, Similar Projects, and References)
- f. Drug-Free Workplace Form
- g. Bid bond form

Respondents must submit the original and one copy of their bid package in the form and manner specified below. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the “Work”) in figures as indicated by the spaces provided. In the event you decline to submit a bid, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a bid.

## 6. **INQUIRIES AND ADDENDA**

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of bids in order to be considered. Requests may be submitted by fax at (386) 329-4546 or by e-mail at [aweaver@sjrwmd.com](mailto:aweaver@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the opening of bids.

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

## 7. **BUDGET**

The estimated budget for the Work is \$300,000. This amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate as to the total funds available for the Work. The District retains the right to adjust the

estimated budget in awarding the Agreement. The District also reserves the right to reject any and all bids over this estimated budget amount. In addition, if all bids from responsive and responsible Respondents exceed the estimated budget, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work. 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.

## 8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL, SIMILAR PROJECTS, and REFERENCES) provided in the bid documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent (individual, firm, or project manager assigned to the Work) must have successfully completed a minimum of three projects within the last eight years that demonstrate experience with rehabilitating concrete structures and dewatering. The Respondent’s part of each project shall have had a value of at least \$100,000 (*use form on page 18 to document this requirement*).
- b. Respondent shall currently employ a Florida Licensed General Contractor or a Certified Underground Utility and Excavation Contractor who shall serve as the Respondent’s qualifying agent and who shall have at least three years of experience within the last eight years on projects of the nature specified herein.
  - Provide a copy of its license
- c. The Respondent’s Construction Superintendent shall have a minimum of three years experience within the past eight years for construction-related work and shall have served in the capacity of Construction Superintendent for a minimum of one year. The Construction Superintendent shall be able to perform basic construction layout, interpret plans, make field decisions based upon site conditions, and coordinate multiple construction activities at the same time.
  - Provide a list of projects completed to document compliance with the experience requirement
- d. Respondent must provide a total of three client references. At least two of the client references must be from the similar projects listed in response to sub-paragraph (a), above. No more than one of the client references may be from completed District projects. Respondent shall include a letter from at least two references attesting to their abilities as it relates to the Statement of Work in the Agreement. If a District project is cited, do not request a letter from District staff. The evaluation team will use the project’s closeout documents in lieu of a letter of reference and may consult with the District project manager (*use form on page 19 to document this requirement*).

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

## 9. BID GUARANTY

Each bid must be accompanied by a bid guaranty in the form of a bid bond or cashier’s check, payable to the District, for five percent of the “Total Bid Cost” indicated on the bid. Cash will not be accepted. The bid bond must be written through a licensed Florida agency with a company licensed to do business in the State of Florida and meeting the requirements of the Agreement. The guarantee must provide that the bid will remain firm for 60 days after the designated date and hour of the bid opening; that if the bid

is accepted, Respondent must enter into a contract with the District in accordance with the Agreement; and that Respondent will provide any required performance and payment bonds and certificates of insurance.

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

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

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

#### 10. **SUBCONTRACTS**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Total Bid Cost on the attached "Proposed Subcontractors" form (*see page 14*). Respondent must submit with its bid a list of all known subcontractors who will be paid more than ten percent of the Total Bid Cost. Acceptance of the bid does not constitute approval of the subcontractors identified with the bid.

#### 11. **SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the bid as principal. If a firm or partnership submits the bid, state the name and address of each member of the firm or partnership. If a corporation submits the bid, an authorized officer or agent must sign the bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

#### 12. **DISQUALIFICATION OF RESPONDENTS**

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

- a. Submission of more than one bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- b. Evidence of collusion among Respondents;
- c. Submission of materially false information with the bid;
- d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;

- e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified; and
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

### 13. REJECTION OF BIDS

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

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

### 14. WITHDRAWAL OF BIDS

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

### 15. AWARDING THE AGREEMENT

The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.

If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with section 287.087, Fla. Stat., *via* the Drug-Free Workplace Form; or (2) by lot.

The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under section 120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

**16. EXECUTION OF AGREEMENT**

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

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

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

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

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District will be entitled to the full amount of the bid guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

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

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

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

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

**18. DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for



maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

#### 19. **PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

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

#### 20. **FLORIDA SALES TAX**

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

#### 21. **NOTICES AND SERVICES THEREOF**

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at [www.demandstar.com](http://www.demandstar.com). Onvia DemandStar may also be accessed through the District's web site at [Floridaswater.com](http://Floridaswater.com). In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

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

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

#### 22. **PROTEST PROCEDURES**

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

Pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to section 287.042(2)(c), Fla. Stat., any person who files an action protesting the

decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent of the District's estimated contract amount.

Pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 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 section 120.573, Florida Statutes, is not available.

**Instructions to Bidders; Services**  
**Last updated: 4-1-13**

**FORMS**

**BID FORM**

**(This form to be included in bid submittal)**

**RESPONDENT:**

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

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

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

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

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

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

Firm name: \_\_\_\_\_

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

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

**COST SCHEDULE****(This form to be included in bid submittal)****Bid to be opened at 2:00 P.M., September 10, 2013**

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Contractor shall repair any damage to the aging concrete spillway, sheet pile wing walls, and vegetation barriers. This work is needed to ensure operational readiness of Structure S-161A and meet the U.S. Army Corps of Engineer's requirements., subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

Respondent Name (Firm): \_\_\_\_\_

COST SCHEDULE STRUCTURE S-161A REHABILITATION					
Item No.	Description and Assumptions	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS		
2	Erosion/Sediment Control	1	LS		
3	Temporary Cofferdams	1	LS		
4	Pumping/Dewatering	1	LS		
5	Removal of Sediment and Debris	30	CY		
6	Hydro-Demolition of Eroded Concrete Surfaces	11,400	SF		
7	Pressure Washing Concrete Surfaces	4,100	SF		
8	Concrete Isolated Patching	30	CF		
9	Rebar Repair	50	LF		
10	Concrete Crack Repair	50	LF		
11	Eroded Concrete Surface Repair	11,400	CF		
12	Concrete Surface Coating	15,500	SF		
13	Caulk Service Bridge Expansion Joints	60	LF		
14	Painting Embedded Steel	400	SF		
15	Painting Sheet Piling Including Excavation and Backfill of Riprap	1	LS		
16	Slide Gate Repair and Install New Trash Guard	1	LS		
17	Fence Demolition	380	LF		
18	New Aluminum Fence	220	LF		
19	Install New Aluminum Handrail	162	LF		
20	Repair Upstream Debris/Safety Barrier	1	LS		
21	Repair Downstream Floating Safety Barrier	1	LS		
22	Riprap	110	Tons		
23	Bedding Stone	120	Tons		
24	Geotextile	250	SY		
25	Site Cleanup and Demobilization	1	LS		
<b>TOTAL BID COST</b>					

The District has estimated the quantities for those items requiring a per unit cost on the above Cost Schedule. The Contractor will be paid for the quantity utilized to complete the work and the amount for each lump sum item as per the Cost Schedule. The District reserves the right to increase, decrease, or delete any class, item, or part of the Work at the stated unit prices.

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

If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Respondent (firm name)

\_\_\_\_\_

Address

\_\_\_\_\_

E-mail address

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone number

\_\_\_\_\_

Typed name and title

\_\_\_\_\_

Fax number

**PROPOSED SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATE AS TO CORPORATION**

**(This form to be included in bid submittal)**

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

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

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

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

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

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

(Official title)

(Affix corporate seal)

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

(Secretary)

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

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

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

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

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

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

**(This form to be included in bid Submittal)**

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

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

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

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

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

Notary Public, State of \_\_\_\_\_ at Large  
My commission expires:  
(SEAL)



**QUALIFICATIONS — GENERAL**

**(This form to be included in bid submittal)**

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

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

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

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

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

Total number of years Respondent has experience in similar work described in item 8 of the Instructions to Respondents: \_\_\_\_\_

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

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

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

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

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

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

**QUALIFICATIONS — SIMILAR PROJECTS**

**(This form to be included in bid submittal)**

Respondent (individual, firm, or project manager assigned to the Work) must have successfully completed a minimum of three projects within the last eight years that demonstrate experience with rehabilitating concrete structures and dewatering. The Respondent's part of each project shall have had a value of at least \$100,000.

**Completed Project #1:**

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

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

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

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

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

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

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

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

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

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

**Completed Project #2:**

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

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

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

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

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

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

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

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

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

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

**Completed Project #1:**

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

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

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

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

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

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

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

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

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

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

**QUALIFICATIONS — CLIENT REFERENCES**

**(This form to be included in bid submittal)**

Respondent must provide a total of three client references. At least two of the client references must be from the similar projects listed on the prior page. No more than one of the client references may be from completed District projects. Respondent shall include a letter from at least two references attesting to their abilities as it relates to the Statement of Work in the Agreement. If a District project is cited, do not request a letter from District staff. The evaluation team will use the project’s closeout documents in lieu of a letter of reference and may consult with the District project manager. (For similar projects listed above, simply state “Similar Project No. \_\_\_\_.”)

**Client Reference No. 1:**

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

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

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

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

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

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

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

**Client Reference No. 2:**

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

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

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

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

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

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

**Client Reference No. 3:**

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

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

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

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

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

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

**DRUG-FREE WORKPLACE FORM**

**(This form to be included in bid submittal)**

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

1. Publishes a statement notifying employees that 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 employees for violations of such prohibition.
2. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.
4. 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
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Fla. Stat.

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

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

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

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

**BID BOND FORM**

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
STATE OF FLORIDA**

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying bid for Bid 27714, Structure S-161A, Concrete and Sheet Pile Rehabilitation, which is scheduled to be opened on September 10, 2013.

NOW, THEREFORE, if Principal shall not withdraw this bid within 60 days after date of bid opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in bid and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

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

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

Signed, sealed and delivered in the presence of:

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

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

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

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

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

**PERFORMANCE AND PAYMENT BOND**

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

Signed, sealed and delivered in the presence of:

Principal \_\_\_\_\_  
\_\_\_\_\_  
(Official title)  
Surety \_\_\_\_\_  
\_\_\_\_\_  
(Official title)

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

(Countersignature by Florida Registered Agent)

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

**NO RESPONSE FORM**

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Structure S-161A, Concrete and Sheet Pile Rehabilitation**

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

Please check (as applicable):

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

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

DATE \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

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

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

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

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

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

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for Structure S-161A, Concrete and Sheet Pile Rehabilitation (“the Work”). In accordance with IFB Number 27714, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids; (2) Instructions to Respondents; (4) addenda; certifications, and affidavits; (4) bid; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (Items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM OF AGREEMENT**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

- 2. COMMENCEMENT OF WORK.** Contractor shall commence the Work: within 30 days after the Effective Date. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

**3. LIQUIDATED DAMAGES**

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



finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.

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

#### 4. **DELIVERABLES**

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

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

- 6. **FUNDING OF AGREEMENT.** For satisfactory performance of the Work, the District agrees to pay Contractor \$\_\_\_\_\_ (the "Total Compensation").

#### 7. **PAYMENT OF INVOICES**

- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall

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

- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
  - (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 20 business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
  - (e) **Travel expenses.** All travel expenses shall be borne by the Contractor.
  - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
  - (g) **Retainage.** The District shall pay Contractor 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work. Contractor may present the District with a payment request for part or all of the retainage as provided by section 218.735(7)(e), Fla. Stat.
8. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
9. **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 the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

10. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor’s obligation to provide insurance.

11. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District’s Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District’s Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

12. **PROJECT MANAGEMENT AND PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

James Rider, Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street, Palatka, Florida 32177  
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CONTRACTOR

TBD, Project Manager  
 TBD  
 TBD  
 TBD  
 E-mail: TBD

(b) The District’s Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The District’s Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The District’s Project Manager and, as appropriate, other District employees, shall meet with Contractor when necessary in the District’s judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

(c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent,

satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

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

### 13. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Contractor shall schedule a pre-work conference with the District's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the District's approval not less than five days prior to the pre-work conference. The District shall have ten days to review the work plan. Not less than five days prior to the pre-work conference, Contractor shall provide the District a list of each subcontract exceeding ten percent of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the District the project schedule and update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Work Schedule.** The Contractor shall provide a work schedule within 15 days of when the work plan is submitted. The schedule shall show: (1) the complete sequence of construction by activity, identifying the Work in separate stages and other logically grouped activities; (2) the start and finish dates, and (4) the submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the District. The District shall have ten days to review the schedule. If deemed necessary by the District, Contractor shall revise and resubmit the schedule. Contractor shall submit an updated schedule with each invoice, identifying any changes since the previous submission and indicating the estimated percentage of completion for each item of the Work.
- (d) **Daily Reporting.** The District may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the District. Completed forms shall be submitted to the District's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (e) **Progress Meetings.** The District may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

- (f) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

#### 14. **FORCE MAJEURE; DELAYS**

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

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

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District’s Project Manager may authorize or direct minor changes in the Work not affecting the Total Compensation or the Completion Date, and not inconsistent with the purpose of the Work, upon issuance of the District’s Supplemental Instructions (DSI) form (Attachment C). The DSI shall indicate that:

(1) both parties agree that the changes in the Work will not affect the Total Compensation or the Completion Date, or (2) that Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date. **Failure of Contractor to provide such written notice waives any claims for extra cost.** If the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for “Emergency Changes in the Work.”

(b) **Change Orders**

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

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

16. **TERMINATION AND SUSPENSION**

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor’s: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or

labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority,

through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.

- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

### **ADDITIONAL PROVISIONS (In Alphabetical Order)**

#### **17. DEFINITIONS**

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

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

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

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

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

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

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

**COMMENCEMENT DATE:** The date upon which the Work is authorized to proceed.

**COMPLETION DATE:** The date by which the Work is required to be completed.

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

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



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

**DAY:** Each day shown on the calendar.

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

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

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

**DISTRICT'S SUPPLEMENTAL INSTRUCTION:** Instructions issued by the District's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

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

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

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

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

**PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

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

**RESPONDENT:** Any person who submits a Bid in response to an Invitation for Bids or a proposal in response to a Request for Proposals.

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

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

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

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

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

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

18. **ACCESS; WORK AREA; GATES**

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

19. **ASSIGNMENT AND SUBCONTRACTS**

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the Total bid Cost of the Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

20. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three years after expenditure of funds hereunder, the District or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not less than three years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.
21. **BONDS**
- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required.
  - (b) **Performance Bond.** A performance bond equal to the Total Compensation is required.
  - (c) Completed bonds shall be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the District, and (2) written through a licensed agency that fulfills the requirements of section 287.0935, Fla. Stat.
  - (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.
  - (e) In lieu of the bond, a contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the District.
22. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
23. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
24. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their

materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

25. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

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

26. **DISPUTE RESOLUTION**

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

- 27. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good

faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

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

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

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

questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

30. **GOVERNING LAW, VENUE, ATTORNEY’S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney’s fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
31. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to section 216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
32. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor’s employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor’s duties include, but not be limited to: (1) providing Workers’ Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor’s duties hereunder or alter Contractor’s status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
33. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The District’s intent is to obtain a high quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.

- (b) **Materials and Equipment Schedules.** The District shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the District's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the District upon request.
- (d) **Re-examination of Work.** The District may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the District will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing**
- (i) The District may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the District with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the District to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
- (ii) If the specifications, the District's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the District's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the District's Project Manager, Contractor's Project Manager shall supply the District's Project Manager with 72 hours prior notice of such inspection. Inspections by the District's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the District's Project Manager, it shall, if required by the District, be uncovered for examination at Contractor's expense.
- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the District of any defective material and shall not incorporate such material into the Work. The District may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. If the District deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the District. If disputed, Contractor may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or

inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the District to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
34. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one business day 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.
35. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.



36. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
37. **OVERTIME.** Contractor, with prior written approval of the District, may work overtime, weekends, or holidays at its option, without additional charge to the District for said Work.
38. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
  - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
  - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
39. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
40. **PROTECTION OF THE WORK, DISTRICT EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the District, whether or not the same has been covered by partial payments. Contractor is solely responsible for all District-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor 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.

41. **PUBLIC RECORDS.** Records of Contractor that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. Contractor shall allow public access to all such documents. If Contractor receives a public records request, Contractor shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.
42. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
43. **REMEDIES FOR NON-PERFORMANCE**
- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

44. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
45. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
46. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Prior to payment of retainage, Contractor shall notify the District in writing that it considers the Work to be substantially complete. “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. Within 30 days of receipt of such notice, the District shall review the Work and determine whether the Work is substantially complete. If the District agrees that the Work is substantially complete, the District shall, within said 30-day period, develop a list of items (“Punch List”) required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than 30 days after the date of delivery of the Punch List, the Completion Date shall be extended to 30 days after delivery of the Punch List. 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. Upon completion of all Punch List items, Contractor may request payment of all remaining retainage. If the District disputes the completion of any items on the Punch List, it may withhold 150% of the estimated cost of completing any such items, and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.
47. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**
- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the District will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The District will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the District. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access

roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the District's Project Manager as to the quantities estimated.

- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the District. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the District. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
  - (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the District for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.
48. **TRENCH SAFETY.** In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, Fla. Stat., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s. 1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by section 553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.
49. **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.
50. **WARRANTY**
- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
  - (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take

corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

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

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

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Hans G. Tanzler III, Executive Director (or designee)

By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

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

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

APPROVED BY THE OFFICE  
OF GENERAL COUNSEL

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

\_\_\_\_\_  
Stanley J. Niego, Sr. Assistant General Counsel

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

- Attachment A — Statement of Work/Technical Specifications
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Exhibit 1 — Report prepared by Ardaman & Associates, Inc., “Engineering evaluation of concrete degradation and steel sheet pile wing wall thickness, Jane Green Water Control Structure S-161A”, dated May 1, 2013.
- Exhibit 2 — As-built drawings prepared by the US Army Corps of Engineers, “Central and Southern Florida project, Upper St. Johns River Basin, Structure 161A”, dated May 19, 1988.
- Exhibit 3 — Plans (Cover, Sheets C1, C2, S1 through S6)

Construction services; over \$100,000  
Last updated: 3-22-12

**ATTACHMENT A — STATEMENT OF WORK**  
**STRUCTURE S-161A CONCRETE AND SHEET PILE REHABILITATION**

**I. BACKGROUND**

The US Army Corps of Engineers constructed S-161A in 1990 located in Osceola County and the District has managed and maintained the structure since. The structure is a double gate, hydraulically controlled spillway (each steel gate measures 21.5 x16.25 and has an estimated weight of 23,900 lbs.), with a total maximum discharge capacity of 8,465 cubic feet per second. There are also two manually operated slide gate flumes that allow drawdown of the Jane Green Swamp to a level below the gate weir top. S-161A is designed to reduce high St. Johns River water stages by holding floodwaters behind the L-73 levee in the Jane Green Detention Area, and then releasing the floodwaters over a controlled period of time. The District overhauled both gates and other major components in 1996 and one hydraulic lift piston was rebuilt in 2013. No repairs to the concrete have been performed since the structure was constructed.

**II. OBJECTIVES**

The objective is to repair any damage to the aging concrete spillway, sheet pile wing walls, and vegetation barriers. This work is needed to ensure operational readiness of Structure S-161A and meet the U.S. Army Corps of Engineers' requirements.

**III. SCOPE OF WORK**

The Contractor shall provide all materials, labor, and equipment necessary for the rehabilitation of the S-161A Structure as described in this statement of work and as specified on the Contract Drawings. Generally, the scope shall include a pre-construction joint inspection of the structure to determine the extent of concrete repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair of slide gates and operators, repair and coating of miscellaneous metals, fence demolition and replacement, repair of upstream and downstream safety barriers, and riprap repair.

**IV. TASK IDENTIFICATION:**

*Contractor Responsibilities:*

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

1. Mobilization

Mobilize men and equipment to the site. Establish on-site office and material staging areas. The Contractor shall assume the responsibility of protecting all survey stakes, benchmarks, monuments, etc. Replacement cost for all of such damaged or disturbed items shall be borne by the Contractor. Obtain all required permits not obtained by the District (NPDES, Temp. Power, etc.). The Contractor shall comply with the conditions contained in the Florida Department of Environmental Protection Noticed General Permit and U.S. Army Corps of Engineers Nationwide Permit. These permits will be obtained and provided by the District.

2. Erosion and Sediment Control

Install all erosion and sediment control measures in accordance with the project permits. The Contractor shall carry out all construction operations in a manner that does not cause violations of state water quality standards. Provide all temporary erosion and sediment control measures (silt

fence, hay bales, turbidity barrier, etc.) as required for compliance with Federal, State, and local laws, rules and regulations. Restore final grading to original condition including grass. The Contractor shall replace all eroded ground areas and slopes disturbed during construction with sod, mulch seed, and wetland species, where applicable. Unless the District approves alternate methods, the Contractor shall replace these areas within 72 hours after completion of the construction activity and at any other time as necessary to prevent violations of the state of Florida and/or local water quality standards.

3. Temporary Cofferdams

The Contractor shall design and install the upstream and downstream cofferdams. Upon completion of construction, the Contractor shall remove the cofferdams and dispose of them at a District-designated location within 200 yards of the structure.

4. Pumping/Dewatering

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

5. Removal of Sediment and Debris

Remove all sediment and debris from the structure as well as the upstream and downstream channels within the confines of the cofferdams, and dispose at a District designated location within 200 yards of the structure.

6. Hydro-Demolition Of Eroded Concrete Surfaces

Remove deteriorated concrete by high-pressure hydroblasting or other District approved method to achieve a sound concrete surface. Generally, the areas to be hydroblasted will be all concrete surfaces below elevation 28.5 feet and will be to a depth of approximately one to two inches. The final extent of the hydro-demolition will be determined during construction as determined by the existing conditions encountered. The Contractor shall prepare the concrete surface as specified prior to application of the concrete repair products.

7. Pressure Washing Concrete Surfaces

Pressure wash all remaining concrete surfaces where hydro-demolition is not required. Generally, the areas to be pressure washed will be all concrete surfaces above elevation 28.5 feet depending upon the final extent of the hydro-demolition area as determined by the existing conditions encountered. The contractor shall prepare the concrete surface as specified prior to application of the concrete repair products.

8. Concrete Isolated Patching

Identify and patch any isolated spalls with the specified repair products and provide moist curing as required.

9. Rebar Repair

Prepare the surface of exposed rebar and/or splice additional rebar as needed prior to patching.

10. Eroded Concrete Surface Repair

Apply the specified repair products to the areas of surface erosion (hydro-demolition areas) and provide moist curing as required.

11. Concrete Crack Repair

Identify and repair cracks with the specified repair products and provide moist curing as required.

12. Concrete Surface Coating

Upon completion of all concrete repair work, apply the concrete surface coating to all exposed concrete surfaces, excluding the service bridge and hoist structure above elevation 44.3 feet. Provide moist curing as required.

13. Caulk Service Bridge Expansion Joints

Remove all old caulk and install new caulk in bridge expansion joints.

14. Painting Embedded Steel

Prepare the surfaces and paint embedded steel with the specified products.

15. Painting Sheet Piling

Remove riprap and bedding stone adjacent to the sheet piling walls down to the subgrade. Inspect and repair the steel sheet piling as required, and prepare and paint all exposed sheet piling surfaces as specified. After painting, install geotextile and replace bedding stone and riprap

16. Slide Gate Repair and Installation of New Trash Guard

Inspect and repair the two slide gates, stems, and operators. Replace gate seals. Prepare and paint the surfaces of the hoist and hoist stand. Remove and dispose of the existing trash guards and install the District supplied stainless steel trash guards. Remove and dispose of the steel stem guards and install the District supplied stainless steel stem guards. The contractor shall supply the drilled anchors needed to attach the trash guards and stem guards to the wall.

17. Repair Upstream Debris/Safety Barrier

Inspect the barrier and replace all galvanized components and replace any damaged or broken items (cables, pipes, hardware) with stainless steel. Repair or replace the timber piling caps as needed. Replace timber piling eye bolts for all cables below the sixth cable from the top. Cut the timber piling immediately below the warning sign, install new pile cap, and dispose of the existing warning sign and lighting system. Install a new District supplied sign and solar powered lighting system.

18. Repair Downstream Floating Safety Barrier

Salvage the floats from the existing barrier and replace all galvanized cable and hardware with stainless steel. Cut the timber piling immediately below the warning sign, install new pile cap, and dispose of the existing warning sign and lighting system. Install a new District supplied sign and solar powered lighting system.

19. Fence Demolition

Remove and dispose of the fence located on the concrete walls, on the upstream sheet piling walls, and on the service bridge. Any embedded fence posts shall be removed to a depth of 3 inches below the concrete surface. The top of the sheet piling channel caps shall be ground smooth to the channel surface.

20. New Aluminum Fence

Provide new aluminum fence on top of the upstream concrete walls, the sheet piling walls, and on the service bridge. Provide new fence post bases to attach to the top of the upstream concrete walls and sheet piling wall channel cap. Utilize the existing fence post bases on the service bridge. Provide all hardware necessary to attach the fences to the walls.

21. Install New Aluminum Handrail

Install the District supplied aluminum handrail to the downstream walls. The contractor shall supply the stainless steel drilled anchors needed to attach the rail to the concrete wall.



22. Riprap

Provide additional riprap erosion protection to the existing riprap area located upstream of the structure. The final limits of the riprap shall be as directed by the District.

23. Bedding Stone

Provide bedding stone as required for the riprap installation.

24. Geotextile

Provide geotextile fabric as required for the riprap installation.

25. Site Cleanup and Demobilization

Demobilize, site clean up, and removal of all erosion control measures. The Contractor shall protect all existing structures, roads utilities and other improvements from damage whether or not shown on the drawings. The Contractor shall assume all responsibility for repairs to the utilities and other site improvements damaged during construction. Additionally, the Work will be considered complete only after all rubbish and unused material due to or connected with the Work has been removed and the premises left in a condition satisfactory to the District. All property disturbed or damaged during prosecution of the Work shall be restored to its former condition or better at no additional expense to the District. The District may withhold final payment until the Contractor completes the cleanup and receives District approval.

*District Responsibilities:*

1. Provide Contractor with access to S-161A with a temporary lock combination.
2. Close construction areas to public and traffic.
3. Operate structure vertical lift gate and electrical controls.
4. Supply metal I-beams and aluminum stop log panels.
5. Disconnect commercial power and telemetry cables.
6. Coordinate with the Contractor in advising the local Florida Fish & Wildlife Conservation Commission for any problems with nuisance animals, snakes and pests that may interfere with the rehabilitation of Structure S-161A.
7. Provide onsite inspection during construction.

**V. TIMEFRAMES & DELIVERABLES:**

Contractor shall begin work within 30 days of the Effective Date. All Work shall be completed no later than June 1, 2014. The District's Project Manager shall inspect the Contractor's work on each of the construction tasks defined above.

**VI. BUDGET:**

With the exception of mobilization, the District will pay the Contractor the lump sum amount for each item and the unit cost for each item submitted on its Cost Schedule. If the cost of mobilization is greater than the cost of demobilization and site cleanup, the District will pay the lower amount first and the larger amount upon completion of demobilization and cleanup. The quantities may vary for those items requiring a per unit cost and the total quantities of each of these items will be determined during construction.

**ATTACHMENT B — INSURANCE REQUIREMENTS**

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which shall be considered primary coverage, with any District insurance considered excess coverage. Contractor's General Liability policy shall be endorsed to give no less than 30 days notice to the Water Management District in the event of material change or cancellation, and name the "St. Johns River Water Management District" as an additional insured. Certificates of insurance must be accompanied by a copy of the additional insured and cancellation notice endorsements). Contractor shall not commence the Work until it has provided Certificates of Insurance to the District documenting such coverage.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers' compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to the District.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$100,000/\$300,000/\$100,000 limits per accident for bodily injury and property damage.
- (d) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence, including bodily injury and property damage.
- (e) **Umbrella policy.** With limits of \$1,000,000.
- (f) **Watercraft Liability.** \$100,000 for bodily injury and property damage.

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

**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO:

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

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

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

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

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

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

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

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, District Project Manager

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

c: Contract File  
Financial Management

# EXHIBIT 1

**Engineering Evaluation of Concrete Degradation  
and Steel Sheet Pile Wing Wall Thickness  
Jane Green Water Control Structure S-161A  
SJRWMD, Osceola County, Florida**



## **Ardaman & Associates, Inc.**

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### **MEMBERS:** A.S.F.E.

American Concrete Institute  
ASTM International  
Florida Institute of Consulting Engineers



**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants

May 1, 2013  
File No. 13-60-6302

St. Johns River Water Management District  
P.O. Box 1429  
Palatka, Florida 32178

Attention: Mr. Wayne Dempsey, P.E.

Subject: Engineering Evaluation of Concrete Degradation and  
Steel Sheet Pile Wing Wall Thickness  
Jane Green Water Control Structure S-161A  
SJRWMD, Osceola County, Florida

Dear Mr. Dempsey:

As authorized by you, Ardaman & Associates, Inc. has completed an engineering evaluation of the subject control structure with respect to concrete degradation and the steel sheet pile wing walls. The purposes of our evaluation were to observe and evaluate the concrete degradation, determine the thickness of the existing steel sheet pile wing walls and provide our opinion as to the types and causes of degradation and to provide recommendations for remediation. This report documents our findings and presents our engineering recommendations.

### **SITE LOCATION AND DESCRIPTION**

The subject control structure is located at Jane Green Creek in Osceola County (Section 33, Township 27 South, Range 34 East). The GPS coordinates obtained from Google Earth, indicate that the longitude and latitude of the structure are N28.083544°, W-80.910578° respectively.

We understand that the existing structure was constructed in 1987 and has not been modified except for skim-coat type concrete patching that was done immediately after construction due to construction defects.

Based on review of "As Built" record drawings, the double gate hydraulic control structure is 46 feet in width. The concrete gate monolith is 51 feet in length having an upstream top of crest weir elevation of +26.1 feet dropping abruptly over a vertical distance of 29 feet to the downstream top of slab elevation of +4.5 feet. At the end of the gate monolith, there is a connecting concrete stilling basin monolith 62 feet in length having two rows of 3.6 feet high baffles. The structure is constructed entirely of reinforced concrete except for the metal gates and anchored steel sheet pile wing walls located at the upstream and downstream edges of the structure. According to the "As-Built" drawings, the upstream sheet pile wing walls consist of 27 sections of Type Z-27 sheet pile having a total wall length of 40.5 feet, and the downstream sheet pile wing walls consist of 27 sections of Type Z-27 sheet pile having a total length of 40.5 feet. Type Z-27 (now known as PZ-27) sheet pile has a nominal web and flange thickness of 0.375 inch.

## SITE OBSERVATIONS

Site observations were made on February 21, 2013 by Ardaman and Associates engineer Mr. Jason Parker, P.E. At the time of our observations, the upstream and downstream water levels were approximately at +22.5 feet and +21 feet, respectively, based on readings made from the on-site staff gauges. Based on the water staining marks and conversation with SJRWMD representative Mr. James Ryder, the water levels only fluctuate a few inches for both the upstream and downstream conditions for most of the year. Mr. Ryder indicated that during periods of heavy and/or prolonged rainfall, the water levels will rise three to four feet temporarily before rapidly receding to normal levels.

This information is consistent with our observations as concrete pitting type erosion was observed on both the upstream and downstream surfaces of the structure. The pitting type erosion was present from below the water surface to approximately 4 feet above the water surface. Field measurements of the observed pitting indicated depths of  $\frac{3}{4}$  to 1 inch. Of particular note was a channel or "groove" approximately 3 inches in height and 2 inches deep that has been worn into the concrete structure at the normal water level.

Also of note was the exposure of concrete reinforcing steel at the downstream bay walls near the weir structures. At these locations, sections of reinforcing steel were exposed and heavily corroded. The exposed sections were typically 2 to 3 feet in length and did not appear to be exposed due to a significant loss of concrete cover. Rather the exposure of the steel appeared to be primarily the result of lack of original concrete cover at these locations. The surface wear due to pitting was no more excessive at these locations than any other. Mr. Ryder indicated that the steel reinforcing steel was formed too close to the surface during construction at these locations.

Relative to the steel sheet pile wing walls, the upstream walls appeared to be in good general condition. No observable corrosion or erosion was evident. The downstream wing walls were below the water surface and their condition was not observed.

Representative photographs of our observations are included in Appendix I.

## FIELD EXPLORATION PROGRAM

The field exploration program consisted of performing a series of non-destructive and destructive testing/sampling at selected locations to evaluate the concrete and the steel sheet pile wing wall thickness. The following describes the field exploration program in detail.

### Rebound Hammer Readings

Rebound hammer testing was performed in general accordance with ASTM C 805, "Standard Test Method for Rebound Number of Hardened Concrete". A rebound hammer is a non-destructive device that consists of a plunger rod and an internal spring loaded steel hammer and a latching mechanism. When the extended plunger rod is pushed against a hard surface, the spring connecting the hammer is stretched to an internal limit and then released, causing the energy stored in the stretching spring to propel the hammer against the plunger tip. The hammer strikes the shoulder of the plunger rod and rebounds a certain distance. On the outside of unit is a slide indicator which records the distance traveled during the rebound. This indication is known as the rebound number (R-number).

At selected locations, rebound hammer readings were obtained to assess the uniformity of the in-place concrete within and above the water fluctuation zone and to delineate regions of potentially deteriorated concrete for further testing. In general, the rebound hammer testing was performed within the zone of pitting (approximately 18 inches above the water level at the time of our evaluation) and a second set of readings was obtained on the concrete above the zone of pitting (approximately 48 inches above the water level at the time of our evaluation). The average results of 10 readings performed at each of the sixteen (16) selected locations are presented on Table 1.

The approximate plan view locations where the readings were obtained are shown on Figure 1. We note that readings above the pitting/erosion were not applicable for the weir flumes (Locations R4, R7, R12 and R15) since the entire weir flumes were pitted (except for the skim-patched areas).

As shown on Table 1, the average value of the rebound number above the zone of pitting is 4.3 and the average rebound number value within the zone of pitting is 2.8. Though the average rebound number of the zone above the pitting is higher than the average rebound number of the pitted zone, it is our opinion that the lower rebound numbers in the zone of pitting are primarily due to the surface condition. No significant areas of "softer" or "harder" concrete were distinguishable.

### **Concrete Coring**

The field exploration program also included obtaining a series of concrete cores for evaluation. A total of thirty-one (31) 3-inch diameter cores were obtained from selected locations. In general, the cores were obtained from within the pitted areas approximately 1.5 feet above the water levels at the time of our exploration. The cores were drilled horizontally to a depth of at least 3.5 inches or until reinforcing steel was encountered in the core sample. The core samples were visually inspected and measured for length in the field and transported to our laboratory for additional testing. When reinforcing steel was encountered, observations relative to the condition of the reinforcing steel were made within the core hole. Upon completion of the coring program, all core holes were patched with high strength, rapid setting concrete patch.

A summary of the concrete core data including their length and general observations is presented as Table 2. The approximate core locations are schematically illustrated on a site plan shown on Figure 1. These locations were determined by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used.

### **Ultrasonic Thickness Readings**

Non-destructive ultrasonic thickness readings were performed at selected locations along the upstream steel sheet pile wing walls. The downstream steel sheet pile wing walls were below the water level at the time our field program was conducted and were not evaluated. At each wing wall, six (6) evenly spaced locations were tested and readings were obtained across the sheet pile section. The readings were obtained approximately 1 foot above the water level at the time of the readings. The thickness readings were obtained utilizing a Krautkramer DMS Ultrasonic Thickness Gauge. A summary of the readings for each wall is included as Table 3.

In general, the average and median readings for all walls were within reason for the as-built sectional thickness of 0.375 inch.

## **Water Sampling**

A sample of the creek water was obtained on February 21, 2013 downstream of the weir adjacent to the northeast stilling basin wall. This sample was transported to our laboratory for analysis relative to corrosive properties (i.e.; pH, conductivity, chlorides and sulfates).

## **LABORATORY PROGRAM**

### **Visual Evaluation of Concrete Core Samples**

Selected core samples were chosen for examination to assess the depth of the erosion and examine for evidence of corrosion of embedded reinforcing steel. The selected core samples were saw-cut longitudinally and polished for examination.

In general, the depth of erosion (pitting) was measured to be approximately  $\frac{3}{4}$  to 1 inch in depth. Within the cores we observed no evidence of rust bleeding (as would be expected from corroding reinforcing steel) or leaching of paste due to acid attack in the core samples. These results are consistent with our field observations.

Representative photographs depicting the polished core samples are included in Appendix II. We note that the photographs are oriented such that the exterior of the concrete in the structures is at the top of the photographs.

### **Chemical Evaluation of Concrete Core Samples**

Selected core samples were also tested for carbonation and pH to assess the potential for corrosion. The pH of new concrete is typically within the range of 12 to 13 mostly due to calcium hydroxide, which is a normally occurring by-product of cement hydration. As a concrete surface reacts with carbon dioxide in air or water, the pH of the surface gradually is reduced to about 7 to 8 through a process called carbonation. Gradually the process penetrates deeper into the concrete. Once the internal pH drops below 10, the reinforcing steel passivation is dissolved promoting corrosion.

To verify the pH, thin cross sections were cut horizontally from the core samples. The thin sections were crushed into a powder and mixed with distilled water and tested with a pH meter.

The affected depth of carbonation from the surface can be readily shown by the use of phenolphthalein indicator solution. The phenolphthalein indicator solution is applied to the fresh cut surface of the concrete core. If the indicator solution turns purple, the pH is above 10.

The results of the indicator solution and pH testing are included as Table 4. In general, the results indicate that carbonation is negligible and that the pH of the concrete cores remain high and consistent with depth. These characteristics indicate that concrete within the areas explored has not undergone significant chemical attack.

Representative photographs depicting the carbonation testing are included in Appendix II.



**Concrete Compressive Strength Testing**

The core samples were trimmed and capped in accordance with ASTM C-42 for compressive strength testing. The results of the compressive strength testing are presented in the following table:

Location	Original Length (in)	Trimmed and Capped Length (in)	Compressive Strength (psi)
Core 1A	6.3	5.4	3,560
Core 2B	5.3	4.7	3,190
Core 3A	5.5	4.4	3,440
Core 4B	5.8	5.0	2,750
Core 6A	3.8	3.1	2,520
Core 7A	5.5	3.9	2,410
Core 8B	4.8	4.1	3,460
Core 9A	5.0	4.7	3,620
Core 10A	5.0	4.3	3,070
Core 11B	6.3	5.4	3,090
Core 12B	4.5	3.9	2,560
Core 13A	4.3	3.6	2,610
Core 15A	5.8	4.6	1,840
Core 16A	4.8	4.1	2,100

The results indicate that the minimum and maximum compressive strength range from 1,840 to 3,620 psi respectively. The average and median compressive strength is 2,872 and 2,910 psi respectively. The results indicate that a somewhat low-strength and inconsistent strength is present at the tested locations.

**Chemical Analyses of Water**

A water sample collected from the downstream stilling basin was tested for its corrosion properties. Properties tested included pH, resistivity, chloride and sulfate content. The properties and their classification according to the FDOT Structures Design Manual are presented below.

Tested Property				Environmental Classification	
Chloride (ppm)	pH	Resistivity (ohm-cm)	Sulfate (ppm)	Steel	Concrete
90	6.8	4,975	17.1	Slightly Aggressive	Slightly Aggressive

The environmental classification criteria is based on Table 1.3.2-1 for Substructure Environmental Classification from the Florida Department of Transportation Structural Design Manual dated January, 2012. It is noted that the Florida Department of Transportation Substructures Environmental Classification system includes three categories (i.e.; slightly aggressive, moderately aggressive and extremely aggressive). Therefore, the water test results fall into the least aggressive category.

**CONCLUSIONS AND RECOMMENDATIONS**

Based on our visual observations and the results of our field exploration and laboratory testing programs, it is our opinion that the overall structural integrity of the concrete and the upstream steel sheet pile wing walls has not been significantly compromised. (The downstream sheet pile walls could not be evaluated because they were submerged.) However, the concrete element of the structure is exhibiting greater than normal physical erosion characteristics typical for a hydraulic structure of this age and use, and remediation is recommended. In addition, it is recommended that the isolated areas of exposed reinforcing steel be repaired as soon as practical. The following sections provide a discussion of our findings and present our general repair recommendations.

**Concrete Degradation**

The concrete degradation that is present appears to be confined to the outer approximate ¾ to 1 inch of the concrete except for the aforementioned "groove" near the normal water surface that is approximately 2 inches deep. The type of degradation observed is consistent with long-term erosion. Erosion is defined in this report as the progressive disintegration of a solid by cavitation, abrasion or chemical action. We saw no visual evidence of excessive concrete cracking, spalling or chemical damage such as leaching or rusting that would indicate that the structural integrity of concrete or reinforcing steel (except as noted below) would be otherwise compromised.

Based on our test results, the concrete compressive strength ranges from 1,840 to 3,620 psi with an average and median compressive strength of 2,872 and 2,910 psi respectively. In our opinion, the relatively low strength concrete is the primary reason that the erosion is occurring more rapidly compared with older, similar structures of this type. Softer aggregates and high water cement pastes typically erode faster than higher strength materials. Ardaman is not aware of the design strength of the concrete used during construction, but better resistance to erosion is typically achieved by using high strength concrete containing the maximum amount of hard aggregate and lowest practical water-cement ratio. Other high strength mixes using water-reducing admixtures, silica fume and fiber reinforcement have also proved beneficial.

We note that some minor contribution to the erosion may be from tannins in the creek water. While the tested pH indicates that the creek water is only mildly acidic, prolonged exposure to weak acids can cause softening of the cement paste and could have exacerbated the erosion.

A variety of materials and material combinations can be used for repair of hydraulic concrete structures undergoing the type of deterioration observed. Consideration should be given to the time available, access points, logistics in material supply, ventilation, nature of work, equipment available, and skill and experience of the local labor force. ACI Report 210R-93 provides remedial recommendations for steel plating, epoxy resins, acrylics and other polymer systems. Also included are more conventional fiber reinforced concretes, silica-fume concrete, and shotcretes.

### **Reinforcing Steel Corrosion**

Corrosion of reinforcing steel is one of the most important and prevalent mechanisms of deterioration for concrete structures. The laboratory testing of the cores for pH and carbonation indicate that the alkalinity of the concrete is within the normal range to be expected for a facility of this type and age. However, as mentioned previously there are several isolated areas at the downstream bay walls near the weir tie-ins where the steel reinforcement was apparently constructed too close to the concrete surface. At these locations, the reinforcing steel is visibly exposed and obviously corroded, thus reducing the cross-sectional area of the steel at these locations.

The volume of repair relative to the exposed steel is considered minor. Repair can be made using a typical cement or resin based application. The repair process should include cutting away the concrete around the reinforcement steel within the affected area to at least the concrete layer at the bottom of the reinforcing steel. The portions of the steel bars severely corroded should be cut away until un-corroded steel is encountered and then replaced with new bars of the same type and size, either welded or tied to the existing bars. It is also recommended that a protective primer such as zinc, neat resin or any other suitable coating be applied to the reinforcing steel. The primer chosen should have good adhesive strength and good adhesion to subsequent repair layers. The repair section can then be "built-up" using a cement or resin based product.

### **Steel Sheet Pile Wing Walls**

Based on our observations and thickness readings, it is our opinion that the steel sheet pile wing walls have not experienced significant erosion or corrosion due to physical or chemical conditions. It appears that the wing walls have been treated with corrosion inhibiting paint/coatings in the past. Routine periodic applications of additional paint/coatings are expected.

### **Other Considerations**

The remedial concrete repair and sheet pile remediation contractor should specialize in remedial contracting of this nature and have at least 10 years of experience with similar projects, and should have successfully completed at least 10 hydraulic structure remedial projects similar to this project. With relatively routine remediation procedures, the facility can remain structurally functional from an erosion and corrosion standpoint for many more years.

**CLOSURE**

The analyses and recommendations submitted herein are based on our observations and on the data obtained from our field and laboratory programs. This report does not reflect any variations which may occur adjacent to or between the test locations.

This report has been prepared for the exclusive use of St. Johns River Water Management District in accordance with generally accepted engineering practices. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours,  
ARDAMAN & ASSOCIATES, INC.  
*Certificate of Authorization No. 5950*



Charles H. Cunningham, P.E.  
Orlando Branch Manager  
Florida License No. 38189

Tabel 1  
 Summary of Rebound Hammer Data  
 Jane Green Water Control Structure S-161A  
 SJRWMD, Osceola County, Florida

IFB 27714

R-Number Location	Description	Average R-Number	
		Above Zone of Pitting Erosion	Within Zone of Pitting Erosion
R1	Downstream - South Wall, East Panel	3.8	2.9
R2	Downstream - South Wall, Mid Panel	4.1	2.7
R3	Downstream - South Wall, West Panel	4.5	3.0
R4	Downstream - South Weir Face	N/A	1.9/3.2*
R5	Downstream - Interior Wall, South Bay	4.7	2.7
R6	Downstream - Interior Wall, North Bay	3.9	3.0
R7	Downstream - North Weir Face	N/A	2.3
R8	Downstream - North Wall, West Panel	5.0*	2.9
R9	Downstream - North Wall, Mid Panel	4.4	3.1
R10	Downstream - North Wall, East Panel	4.4	2.6
R11	Upstream - North Wall	4.2	3.1
R12	Upstream - North Weir Face	N/A	2.9
R13	Upstream - Interior Wall, North Bay	4.2	3.0
R14	Upstream - Interior Wall, South Bay	4.4	2.8
R15	Upstream - South Weir Face	N/A	2.9
R16	Upstream - South Wall	4.2	3.0
	Average	4.3	2.8

- Notes: 1) \* Indicates Readings Taken On Patched Area  
 2) Averages Do not Include Readings From patched Areas

Tabel 2  
 Summary of Concrete Coring  
 Jane Green Water Control Structure S-161A  
 SJRWMD, Osceola County, Florida

Location	Core Designation	Length (in)	Rebar Encountered	General Condition/Observations
C-1 Downstream - South Wall, East Panel	1A	6.3	N	
	1B	2.5	Y	Rebar in good condition. No corrosion observed.
C-2 Downstream - South Wall, Mid Panel	2A	2.9	Y	Rebar in good condition. No corrosion observed.
	2B	5.3	N	
C-3 Downstream - South Wall, West Panel	3A	5.5	N	
	3B	5.1	N	
C-4 Downstream - South Weir Face	4A	5.5	N	Cored through patch. Patch 2.0 inches thick.
	4B	5.8	N	
	4C	5.4	N	
C-5 Downstream - Interior Wall, South Bay	5A	2.8	Y	Rebar in good condition. No corrosion observed.
	5B	2.5	Y	Rebar in good condition. No corrosion observed.
C-6 Downstream - Interior Wall, North Bay	6A	3.8	N	
	6B	3.4	N	
C-7 Downstream - North Weir Face	7A	5.5	N	
	7B	3.9	N	
C-8 Downstream - North Wall, West Panel	8A	5.0	N	
	8B	4.8	N	
C-9 Downstream - North Wall, Mid Panel	9A	5.0	N	
	9B	2.6	Y	Rebar in good condition. No corrosion observed.
C-10 Downstream - North Wall, East Panel	10A	5.0	N	
	10B	4.6	N	
C-11 Upstream - North Wall	11A	3.8	N	
	11B	6.3	N	
C-12 Upstream - North Weir Face	12A	6.5	N	Cracked throughout entire core length.
	12B	4.5	N	
C-13 Upstream - Interior Wall, North Bay	13A	4.3	N	
C-14 Upstream - Interior Wall, South Bay	14A	4.7	N	
C-15 Upstream - South Weir Face	15A	5.8	N	
	15B	5.2	N	
C-16 Upstream - South Wall	16A	4.8	N	Cracked throughout entire core length.
	16B	5.2	N	

Table 3  
 Ultrasonic Thickness Readings  
 Steel Sheet Pile Wing Walls  
 Jane Green Water Control Structure S-161A  
 SJRWMD, Osceola County, Florida

IFB 27714

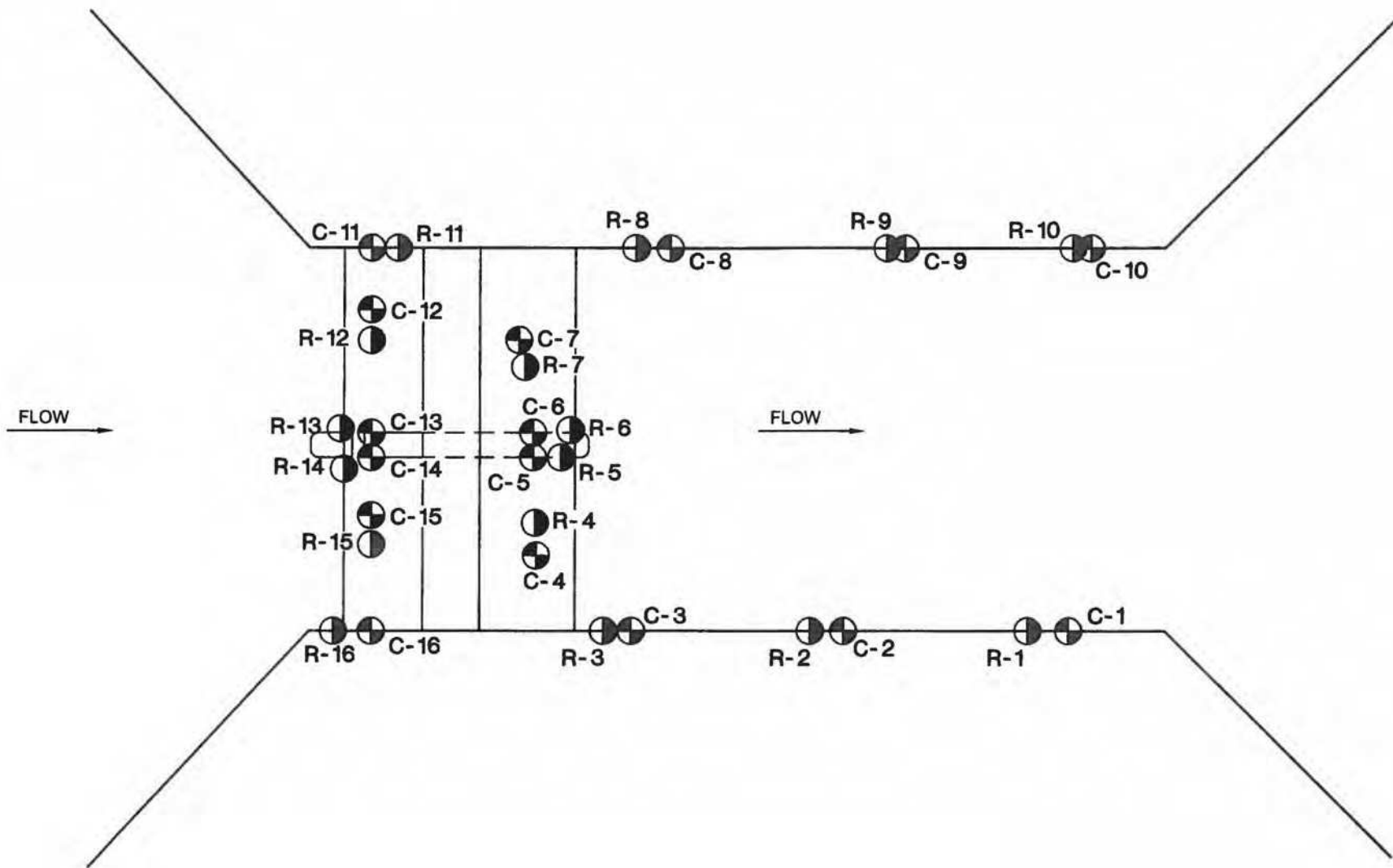
	Wing Wall Location											
	Southwest Wall (Upstream)						Northwest Wall (Upstream)					
Location/Reading No.	1	2	3	4	5	6	1	2	3	4	5	6
1	0.356	0.380	0.404	0.390	0.399	0.387	0.369	0.400	0.393	0.376	0.374	0.379
2	0.362	0.381	0.380	0.371	0.39	0.376	0.362	0.389	0.364	0.367	0.393	0.380
3	0.362	0.376	0.427	0.385	0.381	0.366	0.351	0.387	0.366	0.355	0.348	0.394
4	0.370	0.385	0.404	0.37	0.381	0.368	0.363	0.396	0.393	0.365	0.377	0.390
5	0.375	0.371	0.404	0.387	0.381	0.389	0.361	0.379	0.385	0.381	0.379	0.381
6	0.380	0.377	0.393	0.378	0.382	0.355	0.363	0.385	0.374	0.368	0.391	0.378
Maximum Value	0.380	0.385	0.427	0.39	0.399	0.389	0.369	0.400	0.393	0.381	0.393	0.394
Minimum Value	0.356	0.371	0.38	0.37	0.381	0.355	0.351	0.379	0.364	0.355	0.348	0.378
Average Value	0.368	0.378	0.402	0.380	0.386	0.374	0.362	0.389	0.379	0.369	0.377	0.384
Median Value	0.366	0.379	0.404	0.382	0.382	0.372	0.363	0.388	0.380	0.368	0.378	0.381

Table 4  
 Summary of Concrete pH Results  
 Jane Green Water Control Structure S-161A  
 SJRWMD, Osceola County, Florida

IFB 27714

Project Name: <u>Structure 161A</u>		Date Received: <u>3/15/2013</u>												
Project Location: <u>Orlando, Florida</u>		Sampled By: <u>Orlando</u>												
File Number: <u>13-60-6302</u>		Date Tested: <u>3/25/2013</u>												
Client Name: <u>St. John River Water Management District</u>		Tested By: <u>LW</u>												
Lab No. <u>6603</u>														
<b>CONCRETE pH DETERMINATION (ASTM C-1218)</b>														
Core Sections	Pan id	Jar. No.	Wt of Concrete	Ph	Core Sections	Pan id	Jar. No.	Wt of Concrete	Ph	Core Sections	Pan id	Jar. No.	Wt of Concrete	Ph
C-1B-1	BX	11	10.17	11.05	C-6B-1	HU	49	10.24	11.93	C-11A-1	H	26	10.18	11.65
C-1B-2	GJ	15	10.11	11.87	C-6B-2	HR	2	10.01	11.87	C-11A-2	GD	14	10.26	11.79
C-2A-1	IA	71	10.04	11.68	C-6B-3	HQ	31	10.09	11.88	C-11A-3	O	80	10.25	11.87
C-2A-2	AW	92	10.06	11.44	C-7B-1	HO	50	10.07	11.29	C-12A-1	FW	7	10.27	10.68
C-2A-3	IK	43	10.09	11.95	C-7B-2	2	32	10.17	11.94	C-12A-2	16	27	10.23	11.23
C-3B-1	HL	67	10.06	11.59	C-7B-3	GG	72	10.01	12.06	C-12A-3	GE	68	10.24	11.55
C-3B-2	GY	75	10.08	11.89	C-8A-1	AS	124	10.14	11.41	C-14A-1	HA	137	10.20	11.77
C-3B-3	IF	25	10.08	11.90	C-8A-2	HK	56	10.00	11.96	C-14A-2	ID	40	10.08	11.93
C-4A-1	HY	33	10.06	11.69	C-8A-3	IG	77	10.21	11.72	C-14A-3	AX	158	10.26	11.97
C-4A-2	HZ	62	10.06	11.13	C-9B-1	FK	1	10.22	11.92	C-15A-1	GK	159	10.18	11.04
C-4A-3	HW	63	10.11	11.98	C-9B-2	AM	91	10.19	12.11	C-15A-2	IJ	152	10.03	12.07
C-5B-1	HS	58	10.06	11.90	C-10B-1	GN	4	10.07	11.85	C-15A-3	FV	36	10.11	12.06
C-5B-2	HX	37	10.17	11.96	C-10B-2	Q	76	10.12	11.94	C-16A-1	HE	214	10.08	10.49
					C-10B-3	HD	51	10.12	11.83	C-16A-2	IB	127	10.03	11.55
										C-16A-3	FF	136	10.11	11.56







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0 10 20

APPROXIMATE SCALE: 1"=20'

**LEGEND**

-  C CORE LOCATION
-  R REBOUND HAMMER READING LOCATION

<b>CORE LOCATION PLAN</b>		
 <b>Ardaman &amp; Associates, Inc.</b> Geotechnical, Environmental and Materials Consultants		
<b>ENGINEERING EVALUATION OF                  SJRWMD STRUCTURE S-161A                  JANE GREEN CREEK                  OSCEOLA COUNTY, FLORIDA</b>		
DRAWN BY: <b>CD</b>	CHECKED BY:	DATE: <b>03/21/13</b>
FILE NO. <b>13-6302</b>	APPROVED BY:	FIGURE: <b>1</b>

**APPENDIX I**

**Photographs of Site Observations**

Jane Green Creek

Water Control Structure S-161A

SJRWMD, Osceola County



Downstream - Double Bay



Downstream - South Bay Wall

**Jane Green Creek**

**Water Control Structure S-161A**

**SJRWMD, Osceola County**



**Downstream - North Bay Wall**



**Downstream - South End Wall**

Jane Green Creek

Water Control Structure S-161A

SJRWMD, Osceola County



Downstream - South End Wall. Note "Grooved" Channel at Water Surface.



Downstream - South Bay Spillway

Jane Green Creek

Water Control Structure S-161A

SJRWMD, Osceola County



**Downstream - South Bay Wall Near Spillway. Note Reinforcing Steel.**

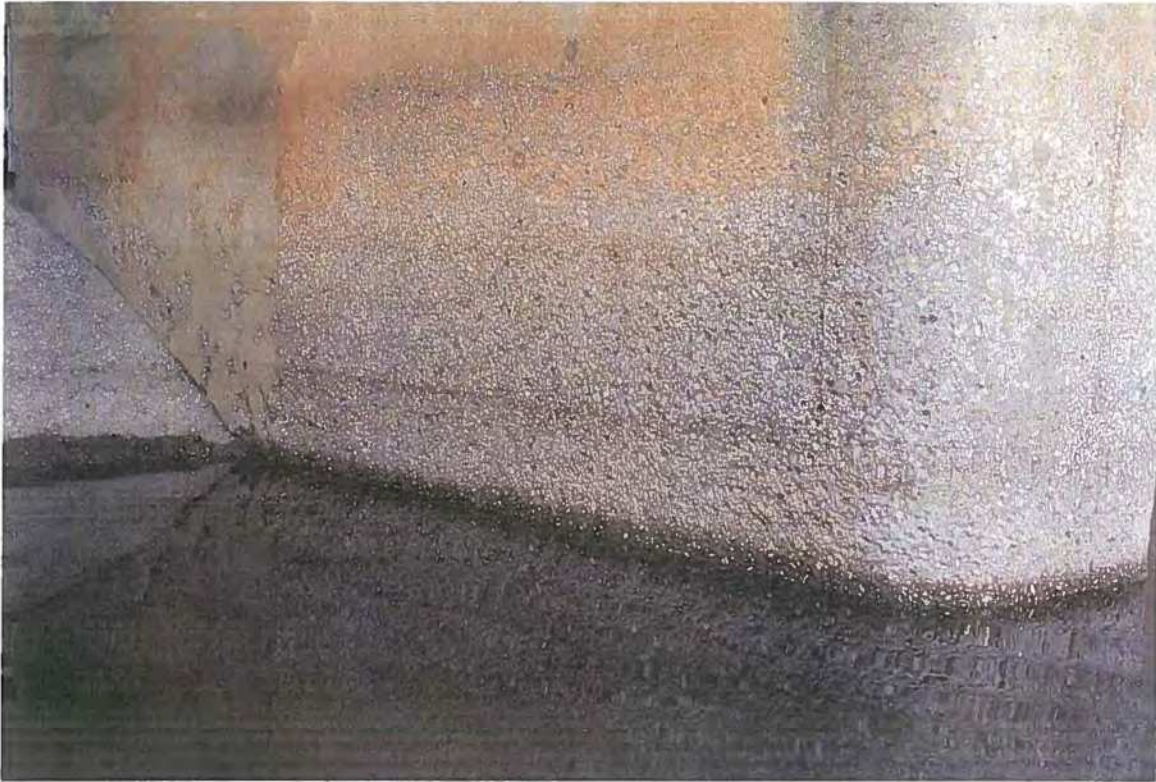


**Downstream - North Bay Wall New Spillway. Note Exposed Reinforcing Steel.**

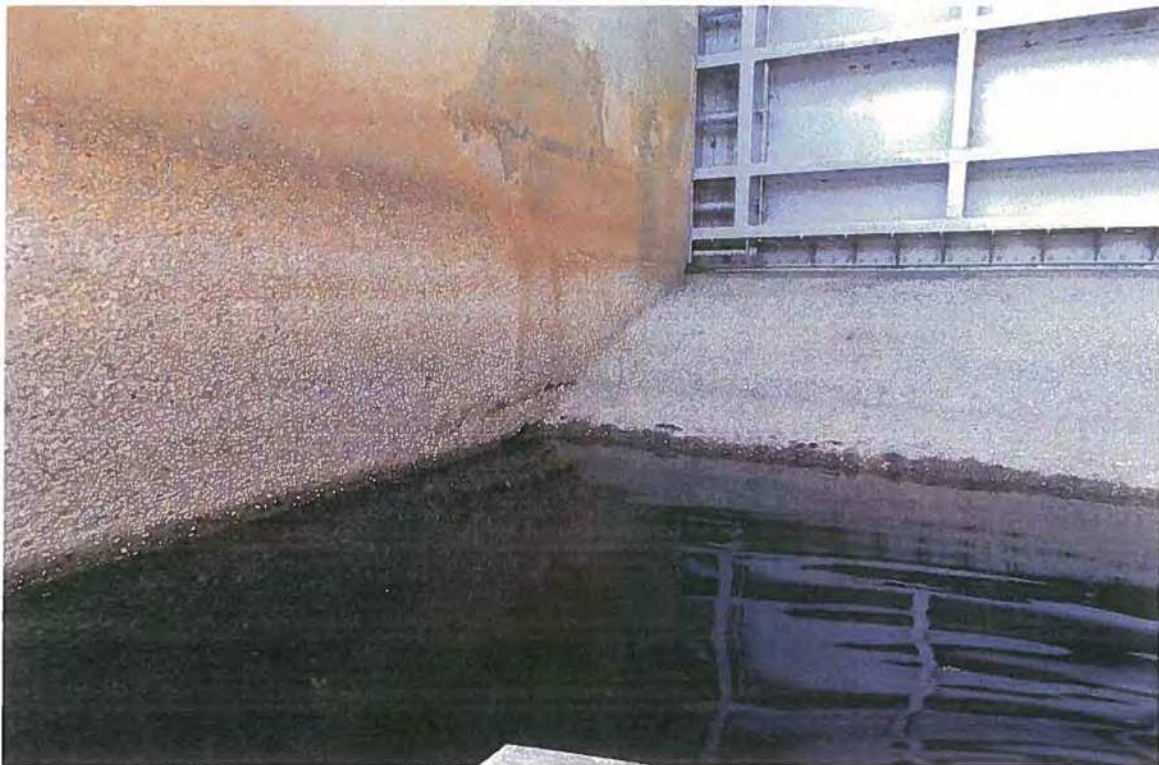
**Jane Green Creek**

**Water Control Structure S-161A**

**SJRWMD, Osceola County**



**Downstream - South Bay Interior Wall Near Spillway.**



**Downstream - North Bay Interior Wall Near Spillway.**

**Jane Green Creek**

**Water Control Structure S-161A**

**SJRWMD, Osceola County**



**Downstream - North Wall**



**Downstream - North Wall Abutment. Steel Sheetpile Wingwall Under Water.**



Jane Green Creek

Water Control Structure S-161A

SJRWMD, Osceola County



Upstream - North Wingwall / Bay Wall



Upstream - North Bay Wall, Interior Wall with South Wingwall

Jane Green Creek

Water Control Structure S-161A

SJRWMD, Osceola County



Upstream - North Bay, Upstream Face of Weir

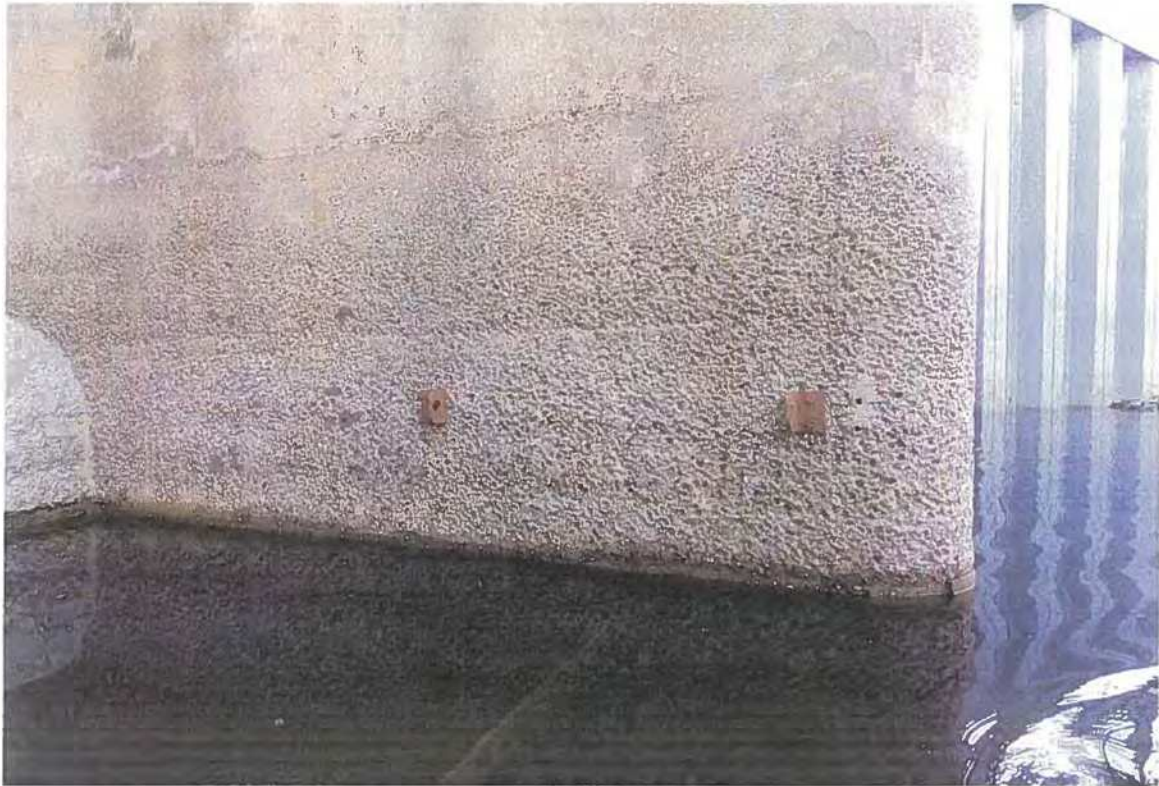


Upstream - South Bay, Upstream Face of Wier

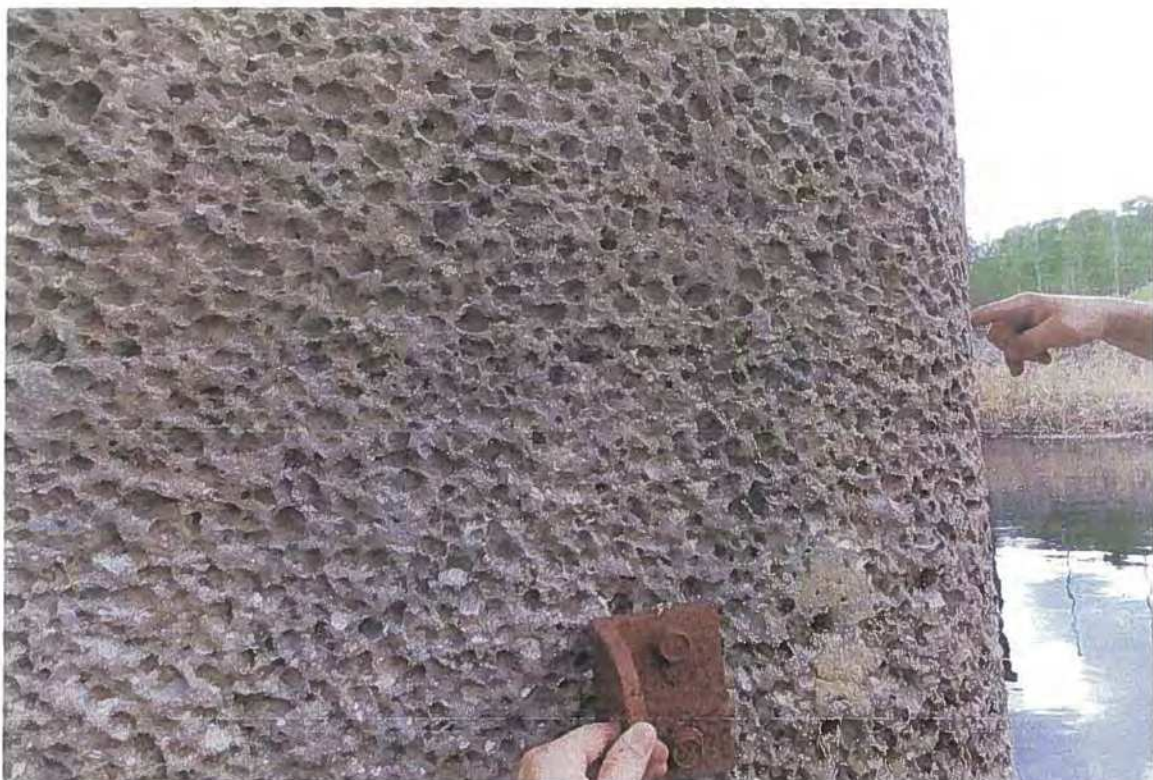
Jane Green Creek

Water Control Structure S-161A

SJRWMD, Osceola County



Upstream - Interior Wall, North Bay



Upstream Interior Wall - North Bay

**APPENDIX II**

**Laboratory Core Photographs**

**APPENDIX II**  
**Jane Green Creek**  
**Water Control Structure S-161A**  
**SJRWMD, Osceola County**  
**Petrographic Examination**



**Core 2A**



**Core 3B**



**Core 5A**



**Core 6B**

**APPENDIX II**  
**Jane Green Creek**  
**Water Control Structure S-161A**  
**SJRWMD, Osceola County**  
**Petrographic Examination**



**Core 7B**



**Core 19A**



**Core 15B**



**Core 16A. Top of Core is at the Right.**

**APPENDIX II**  
**Jane Green Creek**  
**Water Control Structure S-161A**  
**SJRWMD, Osceola County**  
**Carbonation Examination**



**Core 1A**



**Core 2B**



**Core 3A**



**Core 5B**

**APPENDIX II**  
**Jane Green Creek**  
**Water Control Structure S-161A**  
**SJRWMD, Osceola County**  
**Carbonation Examination**



**Core 6A**



**Core 7A**



**Core 12A**



**Core 15B**