

REQUEST FOR QUOTE
SLUDGE HAULING & DISPOSAL SERVICES
BID NUMBER: 24-03 HNWS

Prepared By:

Holley Navarre Water System, Inc
8574 Turkey Bluff Road
Navarre FL 32566



TABLE OF CONTENTS

	INSTRUCTIONS TO BIDDER	2
1.	BID SCHEDULE.....	2
2.	BID SUBMISSION.....	2
3.	BID AUTHORIZATION	2
4.	AWARD OF BID	2
5.	TAXES	2
6.	PAYMENT TERMS	2
7.	EXECUTION OF AGREEMENT	3
8.	BID QUESTIONS	3
9.	BID INFORMALITIES	3
10.	INDEMNIFICATION	3
11.	PRICE ADJUSTMENT	3
12.	NON-DISCRIMINATION POLICIES	3
	SCOPE OF WORK	4
1.	BACKGROUND	4
2.	INSURANCE REQUIREMENTS.....	4
3.	AGREEMENT TERM	4
4.	FREIGHT	4
5.	INVOICING	4
6.	DELIVERABLES	4
7.	SPECIFICATIONS.....	5
8.	QUESTIONS.....	7
	BID FORM INCLUDING DELIVERY AND PRICING	8
	GENERAL PROVISIONS	9

INSTRUCTIONS TO BIDDER

1. BID SCHEDULE

Sealed bids for the Sludge Hauling and Disposal Services will be received by Holley Navarre Water System until 2:00 pm, central time, on Wednesday, April 10, 2024. Bids shall be publicly opened and read in the HNWS Board Room located at 8574 Turkey Bluff Road, Navarre, FL 32566. HNWS staff will review all bids and forward their recommendations to the HNWS Board at their meeting scheduled for 6:00 p.m., April 16, 2024, in the HNWS Board Room.

2. BID SUBMISSION

- A. Electronic Bids will only be accepted when submitted through the Bidnet's Bid portal at <https://www.bidnetdirect.com/florida/holleynavarrewatersysteminc>
- B. Emailed submissions will not be accepted.
- C. Alternatively, one (1) original and one (1) copy may be delivered to HNWS at 8574 Turkey Bluff Rd., Navarre, FL 32566. Each sealed envelope containing a bid must be plainly marked on the outside as **Bid # 24-03 HNWS Sludge Hauling and Disposal Services**.
- D. Regardless of the method of delivery, each bidder shall be responsible for his/her bid(s) being delivered on time, as HNWS assumes no responsibility for same.
- E. Bids offered or received after the submission deadline will be rejected and returned unopened to the bidder.
- F. Bidders must use the Bid Form included in this RFQ package.

3. BID AUTHORIZATION

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by HNWS prior to award. In such cases, unit prices shall not be changed.

4. AWARD OF BID

- A. HNWS reserves the right to establish priorities and to award the Agreement to a single bidder based upon the total bid or to multiple vendors based upon the items individually bid.
- B. HNWS also reserves the right to selectively purchase any single or any multiple items from this bid.

5. TAXES

Holley Navarre Water System, Inc is exempt from federal, state, and local taxes. Tax exempt number 85-8012590296C-3 applies.

6. PAYMENT TERMS

Minimum terms will be Net 30 (30 days after receipt of material/service).

7. EXECUTION OF AGREEMENT

Any action of HNWS in awarding the purchase of any material or performance of a service is subject to and conditioned upon the execution of a written Agreement and/or a Purchase Order between HNWS and the vendor. It is anticipated that any such Agreement will include the General Provisions for Purchase Order/Agreement appended in this RFQ. If Bidders take exception to any General Provisions, Bidders must identify the exceptions, as well as any proposed modifications, with particularity in their Bid Submission. Failure to identify any exceptions will result in a waiver of the same during the Agreement execution phase.

8. BID QUESTIONS

- A. Any questions concerning the specifications or bid submission procedures must be emailed to the Procurement Department Sole Point of Contact (POC) at Bids@hnws-fl.com by Wednesday, April 3, 2024, noon, central time for consideration.
- B. Include bid # 24-03 HNWS Sludge Hauling & Disposal Services in the subject line of email.
- C. Answers will be provided in the form of an addendum.
- D. Only questions answered by addenda will be binding.
- E. Oral and other interpretations or classifications will be without legal effect.
- F. All addenda issued must be acknowledged in your bid response.

9. BID INFORMALITIES

- A. HNWS reserves the right to waive informalities in any bid; reject any or all bids, in whole or in part; rebid a project, in whole or in part; and to accept a bid that in its judgement is the lowest and best bid from a responsible bidder.
- B. HNWS reserves the right to award this Agreement based upon what HNWS believes to be in the best interests of its members, in the reasonable exercise of its discretion and not solely based upon price.
- C. HNWS further reserves the right to increase or decrease quantities as may be required to meet the needs of HNWS, at the unit price which is bid.

10. INDEMNIFICATION

Bidder will indemnify HNWS consistent with provisions of Section 17 of the General Provisions.

11. PRICE ADJUSTMENT

- A. The award resulting from this Solicitation may include provisions for price adjustments after the initial term.
- B. Any price increase requests shall be accompanied by written justification attesting that the request is a bona fide cost increase to the supplier.
- C. All price adjustments shall be reviewed by HNWS's designated representative. At its sole discretion, HNWS staff will submit the price adjustment to the HNWS Board for review and final approval. If the HNWS Board rejects the price adjustment, no extension to the initial term shall be entered into.

12. NON-DISCRIMINATION POLICIES

HNWS does not discriminate based on race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, veteran status or any other legally protected status in employment or provision of service.

SCOPE OF WORK

1. BACKGROUND

HNWS is seeking a qualified Contractor to remove, transport, and dispose of sludge/biosolids from the Navarre Wastewater Treatment Plant (WWTP), located at 2190 Pepper Drive, Navarre, FL 32566.

The WWTP dewatering operation is located in a separate building at the southwest corner of the plant. The dewatered cake falls off conveyor belt into Contractor provided containers at ground level, where trucks pull into position, pick up the full container, and drop off an empty container. Each container must have a minimum volume of 20 cubic yards and can be a roll-off or a truck -trailer, depending on the contractor's choice of equipment.

Any disposal method(s) proposed that meets all applicable Federal, State, and local laws and regulations will be considered. In the interest of being a good environmental steward, HNWS is hopeful that a beneficial reuse option will be cost-effective.

2. INSURANCE REQUIREMENTS

- A. Commercial General Liability: with limits of \$1,000,000 per occurrence/\$ 2,000,000 aggregate.
- B. Commercial Automotive Liability: a combined limit of not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability: per Florida statutory requirements.
- D. Pollution/Environmental Impairment Liability Coverage: minimum coverage of \$1,000,000.

3. AGREEMENT TERM

One year starting on or about May 1, 2024, and ending on April 30, 2025, (with two (2) consecutive one-year renewals available). The renewal request shall be in writing and is subject to the same terms and conditions set forth in the initial Agreement.

4. FREIGHT

- A. The price quoted should include all freight and delivery charges associated with delivery and transport of the sludge.
- B. HNWS will not consider any escalation in price due to increases in expenses related to the manufacturer, storage, transportation and/or delivery (e.g., fuel surcharges, fuel price increases, electrical power cost increases) during the initial or subsequent Agreement period.

5. INVOICING

- A. All invoices will be sent electronically via email to: AP@hnws-fl.com. In the event email is not available, please send invoices to: Holley Navarre Water System, Inc., Attn: Accounts Payable, 8574 Turkey Bluff Rd., Navarre, FL 32566.
- B. Vendor will invoice at least once a month or as draws require.

6. DELIVERABLES

The sludge hauler/disposer is required to send a report by the 5th of each month to HNWS stating the total prior month cubic yards of dry biosolids hauled and disposed of from WWTP. These tickets shall be left with the staff at the Navarre Wastewater Treatment Plant.

7. SPECIFICATIONS

BIOSOLIDS QUANTITY AND QUALITY

- A. The quality of sludge produced may vary depending on the needs of the system at any given time.
- B. Normal days of the operation are 7:00 AM – 4:00 PM Monday - Friday.
- C. It shall be contractor's responsibility to haul and dispose of the dewatered sludge cake at the proposed price of the primary disposal method selected as long as sludge quality meets whatever Federal, state and local limits are applicable for the disposal option selected properly and lawfully.
- D. HNWS will, at a minimum, provide sludge that meets Class B land application residual criteria, according to the provisions of the permit and 40 CFR Part 503 rules.

APPLICABLE PERMITS

- A. The contractor shall be responsible for obtaining and maintaining all necessary operating and environmental permits and/or licenses in connection with its performance of its obligations under this agreement from the Florida Department of Environmental Protection (FDEP). A copy of the approved FDEP permit must be provided prior to bid award. The approved permit shall be accompanied by the approved agricultural use plan and dedicated site plan. If located out-of-state, the disposal site must be approved and permitted by a state agency of competent jurisdiction. Leased property must be evidenced by a written agreement providing all terms and conditions. All methods and means employed during the execution of this contract cannot violate any FDEP and USEPA regulations.
- B. While HNWS's preference is for an alternative that makes use of the sludge in a beneficial manner (e.g., as a soil amendment), any legal, permitted disposal option can be considered. The Contractor shall be responsible for obtaining and maintaining any, and all Federal, State and/or local permits that may be required for the disposal option(s) selected by the Contractor, and any costs associated with obtaining and maintaining these permits shall be at the Contractor's expense. HNWS shall receive copies of these permits.
- C. If Land application is the primary selected method, the Contractor shall be responsible for compliance with all other provisions for land application at his disposal site. The Contractor must also comply with all other statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
- D. The most notable additional rule is 40 CFR Part 503 as promulgated by the U.S. Environmental Protection Agency. References to 40 CFR Part 503 shall include any amendments thereto and any replacement regulations.

CONTRACTOR RESPONSIBILITY

- A. Contractor's equipment must be operational and functional at all times. In case of equipment breakdown, the contractor is required to provide a replacement unit within 10 hours. The contractor is wholly responsible for cleaning all spills from their equipment.
- B. The WWTP belt filter presses are normally operated five days a week (M-F). HNWS will attempt to avoid major holidays as hauling days but cannot guarantee that holiday work won't be required. The sludge dewatering cycles can fall on any day/time during the week, holidays included.

- C. The provided containers must be in perfect working condition and meet FDOT standards. Contractor is required to perform regular maintenance and service work on the equipment deficiencies pointed out by HNWS staff.
- D. Contractor is required to remove a full container and replace it with an empty container within 24 hours after being contacted by the facility operation staff notifying the contractor that the container is full and ready for disposal. (Wet weather conditions shall not be considered a valid reason for delay.)
- E. Contractor shall employ an adequate number of drivers with a commercial driver license (CDL) to service the contract. This shall include at least one backup driver in case the primary driver is not available.
- F. An annual disposal report, that summarizes the previous calendar year's disposal activity, shall be submitted by January 20th each year. As well as a compliance summary for the year for the disposal site.
- G. It will be contractor's responsibility to pay for any penalties HNWS receive for:
 - Improper disposal or hauling
 - Spillage to and from the disposal site by the hauler
 - Late regulation reports – due to not receiving timely information from the selected Contractor

MEASUREMENT AND PAYMENT

- A. Unless otherwise specified for the items involved, all quantities are measured in cubic yards.
- B. Payment shall be made based on cubic yard hauled off site.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item:
 - Testing or preparation of operation.
 - Any material and equipment required to be utilized for the work described.
 - Appurtenant work as required to complete scope of work.
 - Fuel Charges.

Any violation of weight regulations or traffic laws shall be the contractor's sole responsibility.

8. QUESTIONS

Contact Donna Lupola for questions related to the bidding schedule at Bids@hnws-fl.com. The Proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME (central time)
Release of RFQ	March 20, 2024
Deadline for Questions/Request for Clarifications	*April 3, 2024, by 12:00 pm
Estimated issuance of Addendum: Questions Answered	* April 5, 2024, by 4:00 pm
Proposal RFQ Due Date/Time (Deadline)	* April 10, 2024, at 2:00 pm
Recommendation to Board of Directors	** April 16, 2024, at 6:00 pm
Anticipated Agreement Approval/Award	** May 1, 2024

*An addendum to this RFQ will be issued if any of these dates/times change

**These dates are after the proposal is due and subject to change. However, an addendum to this RFQ will not be issued if any of these dates change. Specific dates/times will be determined at each phase.



HOLLEY NAVARRE WATER SYSTEM, INC
 BID NUMBER: 24-03 HNWS

**SLUDGE HAULING & DISPOSAL SERVICES
 BID FORM INCLUDING DELIVERY AND PRICING**

AGREEMENT PERIOD:

The initial period is from May 1, 2024, through April 30, 2025 (with two (2) one-year optional extensions upon mutual agreement of both parties). The renewal request shall be in writing and is subject to the same terms and conditions as set forth in the initial Agreement.

Description	Estimated Quantity	Unit of Measure	Unit Cost	Extended Cost (per cy x quantity)
Sludge Hauling & Disposal Services	3,600	Cubic yards	\$	\$

BIDDER’S INFORMATION:

Vendor Name: _____

Address: _____

Contact Person: _____

Contact Person’s Title: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED (IF APPLICABLE):

NUMBER ____ DATED _____ NUMBER ____ DATED _____

NUMBER ____ DATED _____ NUMBER ____ DATED _____

**HOLLEY NAVARRE WATER SYSTEM
GENERAL PROVISIONS
PURCHASE ORDER/AGREEMENT**

1. Materials, equipment, or other items to be procured hereunder (individually or collectively “Supplies”) must be of domestic origin unless otherwise agreed in writing by HNWS.
2. TITLE, DELIVERY, INSPECTION AND ACCEPTANCE - Delivery, inspection, and acceptance of Supplies will occur at the HNWS sites designated for delivery unless otherwise provided in writing by HNWS. Title will transfer to HNWS free and clear of all liens and encumbrances upon written acceptance by HNWS. Until delivery and acceptance and after any rejections, Contractor will bear exclusive risk of loss for all Supplies, regardless of the cause of loss, unless the loss results from the sole negligence of HNWS. Notwithstanding the requirements for any HNWS inspection and test contained in specifications applicable to this Agreement, except where specialized inspections or tests are specified for performance solely by HNWS, Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Agreement conform to the drawings, specifications, and Agreement requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
3. ENTIRE AGREEMENT - The terms, specifications and drawings included in this Agreement when duly executed, constitute the entire agreement between the Parties unless otherwise stated on the face of a purchase order or similar document accompanying the Agreement. No modification or waiver of the terms of this Agreement will be binding unless in writing signed by a duly authorized representative of HNWS and by a duly authorized representative of the Contractor.
4. DELIVERY TICKETS - All shipments under this Agreement must be accompanied by delivery tickets, or sales slips, which must contain the following minimum information.
 - a. Name of supplier.
 - b. Blanket Purchase Order number.
 - c. Date of Call.
 - d. Call number.
 - e. Itemized list of supplies or services furnished.
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
 - g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

5. PAYMENTS - Invoices shall be submitted electronically and submitted to AP@hnws-fl.com, unless otherwise specified and shall contain the following information: Agreement or Order number, item number, Agreement description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by HNWS when the amount due on such deliveries so warrants.

6. **DISCOUNTS** - In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by HNWS, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the HNWS check.
7. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty HNWS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. **CONTINGENCIES** - Neither Party will be liable for delays or defaults to the extent caused by acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or other contingencies reasonably beyond its control. The Party so affected, upon prompt written notice to the other Party, will be excused from performance hereunder, but only to the extent of such prevention or restriction. Deliveries or services that are omitted or delayed because of a contingency shall, upon written request of HNWS, be resumed upon cessation of such contingency. The contingencies set forth herein will not provide a basis for modifications in the Agreement price.
9. **CONDITION FOR ASSIGNMENT**- This (Agreement or purchase order) shall not be assigned in full or in part without the consent of HNWS. Unless otherwise agreed by HNWS in writing, such consent shall not relieve the Contractor of its obligations and liabilities.
10. **GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of governmental authority, covering its services or the production, sale and delivery of the Supplies specified herein, have been complied with, and Contractor shall indemnify, defend (if requested by HNWS) and save HNWS harmless from and against any liability or loss resulting from Contractor's failure to do so.
11. **TAXES** - HNWS is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If Contractor prepays for transportation, Contractor will not pay tax as HNWS will not reimburse Contractor for the taxes paid. HNWS is exempt from State Sales Tax.
12. **CHANGES** - HNWS may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for HNWS in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this Agreement. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Failure of the parties to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

13. **TERMINATION FOR DEFAULT** - HNWS, by written notice, may terminate this Agreement, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 14 and HNWS' sole liability to Contractor will be to make payment as set forth in paragraph 14. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors and suppliers at any tier.
14. **TERMINATION FOR CONVENIENCE** - HNWS, by written notice, may terminate this Agreement, in whole or in part, for HNWS' convenience with or without cause. If this Agreement is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination. To the extent that this Agreement is for services and is so terminated, HNWS shall be liable only for payment for services rendered prior to the effective date of termination.
15. **EXTENT OF OBLIGATION** - HNWS is obligated under a call-type Purchase Order only to the extent of authorized calls placed against this agreement.
16. **WARRANTIES** - In addition to all warranties, established by statute or common law or set forth elsewhere in this Agreement, for a period of twelve (12) months following written acceptance of the Supplies or services (as applicable) by HNWS. Contractor expressly warrants that all Supplies and services covered herein shall: (i) conform to all specifications, drawings, samples, and descriptions furnished or adopted by HNWS; (ii) be of the highest quality and fit, and sufficient for the purpose for which purchased, if specified in the Agreement; and (iii) be free from all latent and patent defects in design, workmanship and materials.
17. **GENERAL INDEMNITY** – To the fullest extent allowed by applicable law, Contractor shall indemnify, defend (if requested by HNWS) and hold harmless HNWS, its directors, employees and agents (“Indemnified Parties”) from or against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, and court costs, and any notification related costs arising out of a data breach, loss, or unauthorized access to data), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character ("Claim") presented or brought against the Indemnified Parties caused by, arising out of, or related to any act or omission of Contractor or anyone directly or indirectly employed by any of them (including any subcontractors and any persons directly or indirectly employed by a subcontractor), or anyone for whose acts any one of them may be liable that is in any way associated with or connected with any obligation of Contractor, right of HNWS, or the work performed by Contractor in whatever manner the same may be caused and regardless of whether the same may be caused by or arise out of the joint, concurrent, or contributory negligence of the Indemnified Parties or any other persons or entities not a party to the Agreement; provided, however, if any Claim is determined to have been caused by the sole negligence or willful misconduct of the Indemnified Parties, then Contractor will not be liable under this *General Indemnity* section. Contractor's indemnity obligation will include, without limitation, court costs, attorneys' fees, costs of investigation, costs of defense, expert fees and expenses, settlements, and judgments associated with any Claims. Contractor will further be liable for the costs of repair or replacement of any property of the Indemnified Parties) that is damaged by any act or omission (whether negligent or otherwise) of Contractor or its subcontractors under this Agreement.

18. **INTELLECTUAL PROPERTY INDEMNITY** - Contractor will indemnify, defend (if requested by HNWS) and hold harmless the Indemnified Parties from any Claim presented or brought against any Indemnified Parties that is based (in whole or part) on a claim that any services, Supplies, deliverables, or processes, or any part of any of them, constitutes a misappropriation of, an unauthorized use, or an infringement arising out of or relating to any trade secret, copyright, trademark, patent, or any other proprietary right of any third-party either in the United States or in a foreign nation. Contractor agrees to pay all costs and expenses of investigation and defense relating to such Claim (including, but not limited to, an advancement of attorneys' fees, expert fees and expenses, and court costs) ("Claim Expenses") and pay any settlement or judgment arising out of any such Claim. Notwithstanding any other provision of the Agreement, Contractor will advance all Claim Expenses incurred by or on behalf of HNWS in connection with any Claim within thirty (30) days after the receipt by Contractor of statements from HNWS requesting such advances from time to time, whether prior to or after final disposition of such Claim.
19. **NON-DISCLOSURE** - The existence of this Agreement and all non-public information pertaining to the matters addressed in this Agreement, including documentation or other information provided by HNWS to Contractor, constitutes HNWS' confidential information ("Confidential Information"). Contractor will not disclose Confidential Information to third parties without HNWS' prior written consent. Contractor acknowledges and agrees that unauthorized disclosure of HNWS' Confidential Information will result in harm that is not compensable solely by monetary damages and therefore agrees that HNWS will be entitled to injunctive relief (in addition to any other relief available at law or equity) to enforce the provisions hereof without the need to post a bond.
20. **MOST FAVORABLE COMMERCIAL WARRANTY** - The Contractor agrees that the Supplies and services furnished under this Agreement shall be covered by the most favorable commercial warranties that the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to HNWS by any other clause of this Agreement.
21. **DEVIATION FROM SPECIFICATIONS** - HNWS has the sole authority to determine if any deviation from the specifications cited is acceptable.
22. **GOVERNING LAW AND VENUE** – This Agreement and all disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction. The exclusive jurisdiction and venue for any and all claims, counterclaims, other matters in question and disputes arising out of or in any way relating to this Agreement shall be the state courts located in Santa Rosa, County, Florida and Contractor hereby irrevocably consents and submits to such exclusive jurisdiction and venue and waives any objection to the same. Contractor acknowledges and agrees that, by the very nature of this Agreement, Guarantor is performing work in the state of Florida and is therefore subject to personal jurisdiction in accordance with the laws of such state.