



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
PROCUREMENT OFFICE, BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4133; FAX: (352) 754-3497
Email: Aaliyah.davis@watermatters.org
Posted: January 17, 2020**

**REQUEST FOR BIDS (RFB) 2002
FOR
VEGETATION MANAGEMENT SERVICES FOR THE ROCK PONDS
ECOSYSTEM RESTORATION SITE**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for vegetation management services for 983 acres of estuarine, freshwater, and upland habitats at the Rock Ponds Ecosystem Restoration Project site. These services are more specifically described in this Request for Bids (RFB). The successful Bidder, hereinafter Contractor, will deliver the required services and render the required goods/services F.O.B. destination.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

**Pre-Bid Conference/Site Visit
January 28, 2020
11:00 a.m. Eastern Time
Rock Ponds Ecosystem Restoration Site
4480 County Line Road
Palmetto, Florida 34221***

All interested parties are required to be represented at the pre-bid conference and the site visit. The purpose of this conference is to allow potential Bidders an opportunity to present questions to staff and obtain clarification of the requirements of this solicitation and to view the restoration site. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the pre-bid conference and the site visit is mandatory to qualify as a Bidder. Minutes of the conference and site visit will not be created.

A site visit will immediately follow the pre-bid conference. Interested parties must contact Aaliyah Davis at the Southwest Florida Water Management District at 352-796-7211, ext. 4132 or by email at aaliyah.davis@watermatters.org prior to their planned visit dates.

If there are any reference documents (Maps, Technical Specifications, Drawings, etc.), they will be available for review and download in PDF format at <http://www.watermatters.org/procurement> and www.demandstar.com.

* Some travel search engines may require city of Ruskin 33570

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RFB 2002
SITE MAINTENANCE FOR THE ROCK PONDS ECOSYSTEM RESTORATION SITE

TABLE OF CONTENTS

PART I - INTRODUCTION

- 1.1 Internet Availability
- 1.2 Americans with Disabilities Act (ADA)
- 1.3 Correspondence
- 1.4 Questions
- 1.5 Bid Receipt and Opening
- 1.6 Delays, Changes and Addenda
- 1.7 Cancellation
- 1.8 Bid Withdrawal
- 1.9 Bid Signature and Form
- 1.10 Sealed Bids
- 1.11 Lump Sum Price Bid
- 1.12 Rejection of Bid
- 1.13 Responsive/Responsible
- 1.14 References
- 1.15 List of Subcontractors
- 1.16 Bid Tabulation and Notice of Award
- 1.17 Bid Protests
- 1.18 Purchases by Other Public Agencies
- 1.19 Execution of Agreement
- 1.20 Law Compliance
- 1.21 Scrutinized Companies

PART II – GENERAL CONDITIONS

- 2.1 Term
- 2.2 Taxes
- 2.3 Manufacturer's Name and Approved Equivalents
- 2.4 Public Records Law
- 2.5 Public Entity Crimes
- 2.6 Employment Eligibility Verification
- 2.7 Indemnification
- 2.8 Insurance
- 2.9 Failure to Complete Work on Time
- 2.10 Contractor's Understanding
- 2.11 Materials and Appliances
- 2.12 Staff and Equipment
- 2.13 Standards for Quality and Workmanship
- 2.14 Guarantee
- 2.15 Estimated Quantities
- 2.16 Permits and Regulations
- 2.17 Protection of Work and Property
- 2.18 Project Site Access
- 2.19 Inspection of Work
- 2.20 Subcontractors
- 2.21 Disadvantaged Business Enterprises
- 2.22 Default
- 2.23 Remedies
- 2.24 Hours of Work

PART III - SCOPE AND SPECIFICATIONS

- 3.1 Scope
- 3.2 Site Description
- 3.3 Project Description
- 3.4 Non-Native and Nuisance Plant Species
- 3.5 Required Plant Maintenance Levels
- 3.6 Plant Maintenance
- 3.7 Equipment and Supplies
- 3.8 Contractor Responsibilities
- 3.9 National Pollutant Discharge Elimination System (NPDES) Permit Requirements
- 3.10 Performance Schedule

PART IV – BID RESPONSE

- 4.1 Basis for Award of Agreement

ATTACHMENTS

- Attachment 1 - Bid Response Form
- Attachment 2 - Contractor's Qualification/ Equipment Requirements
- Attachment 3 - Reference Form
- Attachment 4 - Subcontractor Reference Form
- Attachment 5 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 - Public Entity Crimes Statement
- Attachment 7 - Agreement Terms and Conditions
- Attachment 8 - NPDES Treatment Report Form
- Attachment 9 - NPDES Surveillance Inspection Report Form
- Attachment 10 - NPDES 24 Hour Adverse Incident Report Form
- Attachment 11 - NPDES 30 Day Adverse Incident Report Form
- Attachment 12 - Sprayer/Calibration Maintenance Documentation Form
- Attachment 13 - Work Summary Report Form
- Attachment 14 - Driving Direction to Site Entrance Gates
- Attachment 15 - NPDES Generic Permit FDEP 62-621.300(8)(e) FAC

FIGURES

- Figure 1 - Location of Project Site
- Figure 2 - Project Site Overview
- Figure 3 - Access Gate Location Map
- Figure 4 - Western Restoration Sector Map
- Figure 5 - Central Restoration Sector Map
- Figure 6 - Borrow Pit Sector Map
- Figure 7 - Small Boat Access Map

TABLE

- Table 1 - List of Native Plants

PART I – INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for vegetation management services for 983 acres of estuarine, freshwater, and upland habitats at the Rock Ponds Ecosystem Restoration Project site. Bidders are required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the delivered items under this RFB. No additional allowances will be made due to a lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this RFB. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the District.

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Bidders receiving solicitations from the District's Internet website are responsible for regularly checking the website for any changes or addenda.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB must be sent to the District at the address set forth in the heading of this RFB, and to the Bidder at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions or clarifications concerning this RFB shall be submitted in writing to the District's Procurement Office by e-mail: aaliyah.davis@watermatters.org or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than ten (10) working days prior to the bid opening date. Bidders are responsible for regularly checking the websites listed in Paragraph 1.1, Internet Availability, for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form with all blanks filled in. To be considered a valid bid, two (2) signed ORIGINALS (marked original), and one (1) USB flash drive containing an exact Adobe™ Portable Document Format File (.PDF) must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before February 18, 2020 at **2:00 p.m. ET (Eastern Time)**. Bids that are not received by this specified due date and time will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this due date and time and will remain binding upon the Bidder for a period of 90 days thereafter.
- 1.6 DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Bidders receiving the RFB from the District's Internet website are responsible for regularly checking the website for any changes or addenda related to this RFB.
- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all Bidders. No Bidder will have any rights against the District arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the specified due date and time set forth in Paragraph 1.5, Bid Receipt and Opening, if the District receives a signed written request to withdraw a bid from an authorized representative of the Bidder.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the Bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the Bidder must be initialed.

- 1.10 SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and the specified due date in Paragraph 1.5, Bid Receipt and Opening, must be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.
- 1.11 LUMP SUM PRICE BID.** The lump sum price bid must be written on the Bid Response Form and include the bid breakouts where indicated. The bid price must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.
- 1.12 REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscured or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.13 RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The District reserves the right before awarding the bid, to require a Bidder and its subcontractors to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.
- 1.14 REFERENCES.** Each Bidder and subcontractor (if applicable) must provide references, other than the District, who can verify the Bidder's qualifications and past performance record on services of similar scope, as may be more specifically described in Attachment 3, Reference Form and Attachment 4 (if applicable), Subcontractor Reference Form.
- 1.15 LISTING OF SUBCONTRACTORS.** The Bidder must provide a list of its proposed Key Subcontractors with its bid response as required in Attachment 2. If requested by the District, the Bidder must provide an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Key Subcontractor within the time prescribed by the District. If a Key Subcontractor does not meet the requirements of this RFB as determined by the District, the District may request the apparent successful Bidder to provide a substitute Subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful Bidder declines to make any such substitution, the contract will not be awarded to such Bidder. Work to be performed by a Key Subcontractor may not be subcontracted to another entity.
- 1.16 BID TABULATION AND NOTICE OF AWARD.** Bid recaps (listing the names of the Bidders who responded to this RFB) will be posted for review by interested parties on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day period.

The District will award the contract in accordance with Paragraph 4.1, Basis for Award of Agreement.

1.16.1 The Notice of Intent to Award will be posted on the websites stated above and in the District's Building No. 4 Lobby located at 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899.

1.16.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment only. Bid recaps and bid tabulations will not be provided by telephone or fax.

- 1.17 BID PROTESTS.** Any Bidder who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.18 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Contractor(s), purchases may be made under this RFB by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.
- 1.19 EXECUTION OF AGREEMENT.** By submitting a bid, the Bidder agrees to all the terms and conditions of this RFB. If a Bidder desires to propose a change to a term or condition herein, the Bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. The District's execution of the Bid Response Form of the Bidder shall result in a binding agreement without further action by either party. The Contractor must submit a Certificate of Insurance to the District within ten (10) days from notice that they have been awarded this Agreement. The terms and conditions of this RFB constitute the contractual relationship between the Contractor and the District. The Contractor shall commence work upon issuance of a Notice to Proceed by the District.
- 1.20 LAW COMPLIANCE.** The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
- 1.21 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this solicitation, the Bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Bidder's bid.

PART II - GENERAL CONDITIONS

- 2.1 TERM.** This Agreement will be effective upon execution of the Bid Response Form by both parties and will remain in effect for three (3) years, unless terminated or amended. A new Purchase Order will be issued for each of the District's fiscal years (October 1 through September 30) for the services to be performed within that fiscal year and all fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.
- 2.2 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 2.3 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s) as determined by the District. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's name and number. Bidder will submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Bidder will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. Notwithstanding any provision in the Technical Specifications, this provision solely governs the Bidder's rights with respect to offering an approved equivalent.

2.4 PUBLIC RECORDS LAW. Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. The Contractors' failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District.

2.4.1 The Contractor shall allow public access to project documents and materials made or received by the District in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

2.5 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, Contractor, 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 Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, the Bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

2.6 EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of the Contractor's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

2.7 INDEMNIFICATION. The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or

in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This paragraph will survive the expiration or termination of this Agreement.

2.8 INSURANCE. The Contractor is required to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under this agreement until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Purchase Order Number and Project Manager.**

2.8.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, including aircraft and watercraft liability, with the following minimum limits and coverage:

Per Occurrence.....\$1,000,000

2.8.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person.....\$100,000

Bodily Injury Liability per Occurrence\$300,000

Property Damage Liability.....\$100,000

or

Combined Single Limit.....\$500,000

2.8.3 The District and its employees, agents, and officers **must be named as additional insured** on the general liability policy to the extent of the District's interests arising from the Agreement.

2.8.4 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent Contractor as stated in Chapter 440 F.S. and a certificate of exemption from workers' compensation coverage.

2.8.5 The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFB. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.

2.8.6 The Contractor shall require and obtain certificates of insurance from any subcontractor otherwise the Contractor acknowledges that any and all coverage is afforded to the subcontractor by the Contractor's insurance policies and is not the responsibility of the District.

2.9 FAILURE TO COMPLETE THE WORK ON TIME. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever, and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.9.1 Nothing in this Paragraph will be construed as limiting the right of the District to declare this agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in this agreement. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.9.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants or by changes ordered by the District or by strikes, lock-outs, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this Paragraph.

2.10 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination,

satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this RFB and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Agreement; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.

2.11 MATERIALS AND APPLIANCES. Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

2.12 STAFF AND EQUIPMENT. If at any time before the commencement or during the progress of the work, staffing levels or equipment appear to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve character, to augment its number or staff or equipment, as the case may be and the Contractor will conform to such order. The failure of the District to demand such increase of efficiency will not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.

2.13 STANDARDS FOR QUALITY AND WORKMANSHIP. All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed.

2.14 GUARANTEE. All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the Scope and Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor.

2.15 ESTIMATED QUANTITIES. Unless otherwise specified, the quantities stipulated in the bid for various items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed. The Contractor will perform a complete and finished job of the scope designated in the award whether the final quantities are more or less than those estimated. The Contractor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Lump Sum Bid Price(s) submitted in response to this RFB.

2.16 PERMITS AND REGULATIONS. The Contractor will be responsible to secure all necessary permits for the project. The Contractor will keep copies of these permits on-site during the term of the agreement. The Contractor will be responsible for complying with all conditions of the aforementioned permits.

2.16.1 National Pollutant Discharge Elimination System (NPDES) Permitting.

Contractor must comply with all applicable requirements of the FDEP'S Generic Permit for Pollutant

Discharges to Surface Waters of the State from the Application of Pesticides (Permit), set forth in Part III, Scope and Specifications, pursuant to the District's FDEP National Pollutant Discharge Elimination System (NPDES) Program permit.

2.17 PROTECTION OF WORK AND PROPERTY. The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

2.17.1 At all times, the Contractor will protect all public- and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

2.18 PROJECT SITE ACCESS. The Rock Ponds Ecosystem is public property, Contractor must access the Project site as shown in Figure 3. attached.

2.19 INSPECTION OF WORK. The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision of the Specifications without written authorization of the District, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

2.19.1 If this Agreement, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.

2.20 SUBCONTRACTORS. Nothing in this RFB or the resulting Purchase Order will be construed to create, or be implied to create, any relationship between the District and any subcontractor of the Contractor.

2.21 DISADVANTAGED BUSINESS ENTERPRISES. The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this RFB. Invoice documentation submitted to the District under an Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to the Agreement, to the extent the Contractor maintains such information.

2.22 DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.

2.23 REMEDIES. Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorney's fees and costs and attorney's fees and cost on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any Contractor's obligation will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

HOURS OF WORK. Working hours will be daylight hours (sunrise to sunset) only, any day of the week.

PART III – SCOPE AND SPECIFICATIONS

- 3.1 SCOPE.** The purpose of this Request for Bid (RFB) is to secure contracted vegetation management services to control the growth of non-native and nuisance plant species on the managed portions of the Rock Ponds Ecosystem Restoration Project. The terms and conditions of this RFB are incorporated into any resulting relationship between a bidder and the District.
- 3.2 SITE DESCRIPTION.** The Rock Ponds Ecosystem Restoration Project is a District Surface Water Improvement and Management Project implemented in coordination with the Conservation and Environmental Lands Management Department of Hillsborough County. Located in southwestern Hillsborough County (Figure 1), the project was identified as part of the Tampa Bay SWIM Plan to restore coastal habitats for Tampa Bay. The project encompasses 983 acres of enhanced, restored, and/or created coastal habitats including various estuarine, freshwater, and upland habitats which require maintenance (Figure 2). Attachment 14 and Figure 3 show driving directions and project access gates.
- 3.2.1** This RFB covers plant maintenance on the 382-acre Western Restoration Sector, the 447-acre Central Restoration Sector, and the 154-acre Borrow Pit Restoration Sector. Figures 4-6 show detailed maps of the three restoration sites.
- 3.2.2** Table 1 includes a list of the native plants which were planted throughout the project, which shall not be targeted for control or damaged by the Contractor.
- 3.2.3** Polygons of the treatment site boundaries (.gpx for GPS, .kmt for Google Earth, or .pdf for Avenza) will be available upon request.
- 3.3 PROJECT DESCRIPTION.** The Rock Ponds Ecosystem Restoration Project requires ongoing maintenance to control non-native and nuisance plant species to allow the planted native species and naturally recruiting desirable plant communities to establish, spread and mature. Restoration was implemented in two phases: Phase 1 completed in December 2011 and Phase 2 completed in December 2015. The project has been under active site maintenance since completion. The long-term success and associated cost of maintenance activities is dependent on timely control efforts to minimize seed production, re-sprouting and spread of non-native and nuisance plant species throughout the contract period. The long-range restoration goal for the estuarine and fresh water open water and marsh habitats is to establish and maintain them as natural, native plant-based ecosystems. The long-range goal for the restored upland areas is to establish and maintain a pine flatwoods habitat. Other undisturbed habitats, such as coastal hammock, within the restoration project boundaries shall be preserved by controlling non-native species populations.
- 3.4 NON-NATIVE AND NUISANCE PLANT SPECIES.**
- 3.4.1** Non-native plant species shall include but not be limited to plants listed on the current Florida Exotic Pest Plant Council's Category I and II Invasive Plant Lists (<https://www.fleppc.org/list/list.htm>), along with hairy indigo (*Indigofera hirsute*), sensitive plant (*Mimosa pudica*), septic weed (*Senna occidentalis*), Santa Maria feverfew (*Parthenium hysterophorus*). Other non-native species may require control if they threaten the survival, growth or spread of the installed native plant species (Table 1.), other naturally recruiting, desirable native species or hinder access to perform necessary vegetation management activities.
- 3.4.2** Nuisance plants are undesirable, native species that threaten the survival, growth or spread of the installed native plant species (Table 1), other naturally recruiting, desirable native species or hinder access to perform necessary vegetation management activities. Nuisance species shall include but not be limited to cattail (*Typha spp.*), Carolina willow (*Salix caroliniana*), Mexican primrose willow (*Ludwigia octovalvis*), saltbush (*Baccharis halimifolia*), danglepod (*Sesbania herbacea*), dogfennel (*Eupatorium capillifolium*), Mexican fireplant (*Euphorbia heterophylla*) and ragweed (*Ambrosia artemisiifolia*).
- 3.4.3** Stands of low growing non-native grasses such as bahia grass (*Paspalum notatum*), St Augustine grass (*Stenotaphrum secundatum*) and bermuda grass (*Cynodon dactylon*) that are providing protection against the growth of more invasive, non-native plants (e.g. cogongrass, guinea grass, or paragrass) shall **not** be targeted for control. Targeted non-native or nuisance species may be controlled in these areas using spot treatments, physical removal, or mowing.
- 3.5 REQUIRED PLANT MAINTENANCE LEVELS.** The following non-native and nuisance plant maintenance levels shall be achieved by the Contractor within two months of Issuance of the Notice to Proceed and shall be maintained

at or below these levels for the duration of the contract unless modifications are reduced to writing and approved by the District and Contractor.

- 3.5.1** The aerial coverage or occurrence of non-native and nuisance species (Section 3.4) within the vegetated portions of the freshwater open water or freshwater marsh habitats within each of the restoration sectors shall be maintained at five percent (5%) or less.
- 3.5.2** The aerial coverage or occurrence of non-native and nuisance species (Section 3.4) within the vegetated portions of the estuarine open water or estuarine marsh habitats within each of the restoration sectors shall be maintained at five percent (5%) or less.
- 3.5.3** The aerial coverage or occurrence of non-native species (Section 3.4.1) in the upland habitats within each of the restoration sectors shall be maintained at five percent (5%) or less.
- 3.5.4** Nuisance species (Section 3.4.2) within the upland habitats of each of the restoration sectors shall be controlled if and when they threaten the survival, growth, or spread of the installed native plant species or other naturally recruiting, desirable native species (as determined by the District). Nuisance species may also be controlled if they hinder Contractor access to perform necessary vegetation management activities.

3.6 PLANT MAINTENANCE.

- 3.6.1** Plant control operations for this project shall follow the recommendations set forth in the University of Florida, IFAS Extension publication "Integrated Management of Non-Native Plants in Natural Areas of Florida", publication SP 242, by Stephen F. Enloe, et al incorporated herein by reference. This publication is available at the following link: <http://edis.ifas.ufl.edu/pdf/IFAS/WG/WG20900.pdf>. Any significant deviation from these recommendations shall be discussed with the District's Site Manager before implementing. The use of any new treatment methods and herbicides not included in this publication may be utilized by the Contractor if approved in writing by the District's Site Manager.
- 3.6.2** Herbicides, mowing, and physical removal may be utilized to control/remove non-native and nuisance plant species. Other control methods may be utilized if they are consistent with the project management goals and approved in writing by the District's Site Manager. All control or removal operations must be done in a manner that will minimize damage to non-targeted species.
- 3.6.3** Mowing of the accessible upland restoration areas (planted pine flatwoods areas only, not hammock or wetland habitats) will be used as a maintenance tool while planted species in the upland habitats mature and become ready for prescribed fire management. Mowing of the established roads within the project will also be required. The estimated acreage subject to mowing includes 101 acres in the Western Restoration Sector, 169 acres in the Central Restoration Sector, 29 acres in the Borrow Pit Restoration Sector and 15 acres of roads. In addition to non-native plant control, the intent of mowing is to limit the growth of nuisance species (e.g. dog fennel) that could inhibit the survival, growth and maturation of the enhanced, restored, or created habitats of the project site. Mowing may also be used to prevent seeding and to improve access within areas overgrown by nuisance or non-native species. Mowing will occur at the request of the District's Site Manager or when requested by the Contractor and approved, in writing, by the District's Site Manager. To establish a per acre unit cost for mowing, 50 acres of mowing per year will be included on the bid response form. The Contractor shall provide additional mowing if/when requested by the District at the per acre cost established by the Contractor's bid. Once 50 acres has been mowed, additional mowing costs shall be invoiced separately by the Contractor and these costs will be over and above the base project bid cost. When mowing, the Contractor shall avoid mowing over the installed native plants marked with PVC poles and expanding clumps of planted or naturally recruiting beneficial native species. Any PVC marker destroyed or knocked down while mowing shall be righted or replaced by the Contractor.
- 3.6.4** The Contractor must follow all pesticide laws and regulations including those set forth by the United States Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and the Florida Department of Agriculture and Consumer Services (FDACS). All herbicides shall be applied pursuant to the EPA approved product label including but not limited to approved use sites, handling, mixing, loading, transporting, applying, storage and disposal of empty containers.
- 3.6.5** All herbicide applicators working on this project shall be supervised by the Contractor's Field Supervisor who must possess a valid Florida Restricted Use Pesticide Applicator License issued by FDACS with Aquatic Pest Control and Natural Areas Weed Management certifications. Contractor's Field Supervisor shall be responsible for all control activities and safety on the project sites. The Field Supervisor must be

on-site whenever the Contractor has employees working on the Rock Pond Ecosystem Restoration Site. The Field Supervisor must have the ability to communicate orally in English and in the language or languages needed to direct the employees under their supervision. Herbicide applicators shall be suitably trained and experienced to correctly identify targeted and non-targeted plants and to safely handle, mix and apply herbicides.

- 3.6.6** When herbicides are applied to water or near water resulting in the unavoidable discharge to water, the Contractor must comply with the District's Generic Permit for Pollutant Discharges to Surface Waters of the State from the Application of Pesticides issued by the FDEP. See Paragraph 3.9, National Pollutant Discharge Elimination System (NPDES) Permit Requirements.
- 3.6.7** The Contractor shall strive to perform herbicide application or other control methods prior to the targeted species setting/releasing seed. The treatment interval necessary to break the seed-sprout-seed cycle and keep the targeted invasive, non-native and nuisance plant populations at the required maintenance levels is dependent on the species requiring control. Slower growing woody species such as Brazilian pepper and Australian pine may be effectively maintained with an annual or bi-annual retreatment interval. Species which grow and produce seed rapidly such as Guinea grass and Caesar's weed require shorter treatment intervals, bi-monthly or less, to effectively control. At a minimum, the Contractor will perform quarterly site maintenance. However, should the coverage of nuisance and non-native plant species exceed the required maintenance levels indicated in Section 3.5 within any of the restoration sites, more frequent treatments shall be required.
- 3.6.8** The District reserves the right to install additional upland and/or wetland plants throughout the Project site, after notifying the Contractor. Unless installed by the Contractor, the Contractor will bear no responsibility for the supplemental plants installed by the District. However, the Contractor will cause no harm to any supplemental plants installed by the District.
- 3.6.9** After notifying the Contractor, the District reserves the right to perform prescribed burns if/when it becomes feasible to help promote the establishment of a pine flatwoods habitat.
- 3.6.10** After notifying the Contractor, the District reserves the right to seed selected upland areas if it is determined that this action will reduce the need for herbicide treatment/mowing and support the long-term project management goals. Any required prep work would be performed by the District.
- 3.6.11** Work may be performed during daylight hours only (sunrise to sunset), seven days a week.

3.7 EQUIPMENT AND SUPPLIES.

- 3.7.1** The Contractor shall take care to avoid or minimize ground disturbance to restored upland and wetland habitats due to vehicle access.
- 3.7.2** To avoid tire rutting, ATV's and UTV's or foot travel instead of heavier vehicles should be used when performing treatment activities off the established road system under wet conditions. Mowing shall also be delayed should it cause significant tire rutting during wet conditions.
- 3.7.3** Accessing the hammock areas across the intertidal lagoon, northwest side of the intertidal lagoon as well as the freshwater marsh islands, will require the use of a small boat.
- 3.7.4** The Contractor shall assume all risks and liability for any equipment and supplies (includes herbicides) stored on District property. Any equipment or supplies stored on District property shall be kept in a safe and orderly condition and in compliance with all applicable regulations. The District will not be responsible or liable for any theft or damage incurred to the contractor's property except for that directly caused by the District. At contract expiration, all equipment and supplies associated with maintenance activities will be promptly removed by the contractor.
- 3.7.5** Herbicides and adjuvants must be supervised by the Contractor's Field Supervisor or applicators or be securely contained in a ventilated, and locked truck, trailer, or shed and in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. The contractor shall properly dispose of all pesticide and adjuvant containers.
- 3.7.6** The Contractor shall have at least two ATV's or UTV's equipped with 25 gallon spray system, a small boat which can be hand launched without an improved boat ramp, an appropriately sized tractor coupled a

mower, and a GPS or smart phone which can be utilized to create or find GPS waypoints and treatment polygons.

3.8 CONTRACTOR RESPONSIBILITIES.

- 3.8.1** Perform site maintenance as required to maintain the areal coverage of non-native and nuisance plant species at the required maintenance levels indicated in Section 3.5.
- 3.8.2** Provide employee safety training and all materials and supplies needed to maintain a safe worksite as required by state and federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), spill kit, and identification of dangerous plants and animals.
- 3.8.3** Timely submission of Work Summary Reports (Attachment 13) to the District Site Manager within fourteen (14) days of site work being completed.
- 3.8.4** Timely submission of all required NPDES forms and reports as required in Section 3.9.
- 3.8.5** Proper cleanup of all spills, including, but not limited to, herbicides and petroleum products, and the reporting of any spills to the State Warning Point (<https://floridadep.gov/oer/oer/content/reportable-incident>), if required. The Contractor shall report any herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the District's Site Manager within 24 hours.
- 3.8.6** Notifying the District's Site Manager in advance of when site maintenance is scheduled and identify the Contractor's Field Supervisor who will be providing on-site supervision. Contact information (cell phone #) and a copy of the Field Supervisor's pesticide license shall also be provided to the District at that time unless that information has already been provided.
- 3.8.7** Attend a quarterly site inspection with the District's Site Manager on a mutually agreeable date to assess the status of the work in progress and the current coverage of non-native and nuisance plant populations. The District's Site Manager will also inspect the project site on a monthly basis. The Contractor is encouraged, but not required to, attend these monthly site visits. The District will notify the Contractor in advance of these site visits and will coordinate the date of the site visit should the Contractor desire to attend.
- 3.8.8** Contractor shall be responsible for the labor and materials to replace existing and installed desirable vegetation that may be damaged during maintenance.
- 3.8.9** Pressure washing all equipment trucks, ATVs, tractors, mowers and trailers before being brought on-site.

3.9 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS. The Contractor awarded this project must comply with all applicable requirements of the Florida Department of Environmental Protection's (FDEP) *Generic Permit For Pollutant Discharges To Surface Waters Of The State From The Application Of Pesticides*, FDEP Document 62-621.300(8)(e), F.A.C. (Attachment 15) pursuant to FDEP's federally-approved National Pollutant Discharge Elimination System (NPDES) Program.

- 3.9.1** If pesticides (herbicides) are applied to or near water, Contractor must complete and submit a NPDES Treatment Report Form (Attachment 8), to the District's Site Manager within fourteen (14) days of each treatment event. A Treatment Report Form may cover a work period no longer than one week.
- 3.9.2** The Contractor must conduct spot checks in and around where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual assessments of the application site must be performed: i) during any post-application surveillance or efficacy check that the Contractor conducts, if a surveillance or efficacy check is conducted; ii) during pesticide application, when considerations for safety and feasibility allow. Visual monitoring activities are to be reported to the District on the Surveillance/Inspection Report (Attachment 9, within fourteen (14) days of the inspection unless an adverse incident as defined in Attachment 15 (FDEP Generic Permit) is detected.
- 3.9.3** If Contractor observes or is otherwise made aware of an adverse incident, resulting from a discharge of pollutants to surface waters of the state from a pesticide application by the Contractor, the Contractor must

notify the State Watch Office at 800-320-0519, in accordance with Part IV.C.3.(a) of the FDEP Generic Permit and complete the Twenty-Four Hour Adverse Incident Notification Form (Attachment 9). The District Site Manager must also be immediately informed of the incident and a copy of the report provided to the District within 24 hours. If required by Part IV.C.3. (b) of the FDEP Generic Permit, a Thirty Day Adverse Incident Written Report Form (Attachment 11) must be completed and a copy forwarded to the District as soon as possible. The rationale for any determination that a written report of an adverse incident is not required in accordance with Part IV.C.3.(a) of the FDEP Generic Permit and a description of any corrective action(s), including spill responses, resulting from pesticide application activities and the rationale for such action must be provided to the District. These adverse incident notification and reporting requirements are in addition to the reporting requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), United States Code, 7 USC 136 Section 6(a)(2) and its implementing regulations, Code of Federal Regulations, at 40 CFR Part 159.

- 3.9.4** A Sprayer/Calibration Maintenance Documentation Form (Attachment 12) shall be completed to document any equipment maintenance or calibration events. This form shall be retained by the contractor and does not need to be sent to the District.

PART IV – BID RESPONSE

- 4.1 BASIS FOR AWARD OF AGREEMENT.** The District will award the agreement to the lowest responsive, responsible Bidder. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

- 4.1.1 SATISFACTORY REFERENCES.** Bid references must be provided as required by this RFB.

- 4.1.2 ACKNOWLEDGMENT OF ADDENDA.** The Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

- 4.1.3 COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 4.1.3.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The Bidder must provide costs for all bid items.

4.1.3.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Contractor's Qualification/Equipment Requirements
- Attachment 3 - Reference Form
- Attachment 4 - Subcontractor Reference Form
- Attachment 5 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 - Public Entity Crimes Statement

4.1.3.2 Sample Forms referenced in this RFB:

- Attachment 7 - Agreement Terms and Conditions
- Attachment 8 - NPDES Treatment Report Form
- Attachment 9 - NPDES Surveillance Inspection Report Form
- Attachment 10 - NPDES 24 Hour Adverse Incident Notification Form
- Attachment 11 - NPDES 30 Day Adverse Incident Written Report Form
- Attachment 12 - Sprayer/Calibration Maintenance Documentation Form
- Attachment 13 - Work Summary Report Form
- Attachment 14 - Driving Directions to Site Entrance Gates
- Attachment 15 - NPDES Generic Permit FDEP 62-621.300(8)(e) FAC

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT 1
BID RESPONSE FORM
FOR
BID NUMBER RFB 2002**

The District reserves the right to select the appropriate vegetation management services to meet District needs during the project period. Timelines and amount to be invoiced by task will be agreed upon by the District and by the Contractor.

Provide costs in the columns below. All costs and travel expenses incurred will be the responsibility of the selected Contractor and must be included.

The Bidder agrees to furnish and to deliver as indicated, FOB destination as provided in Part 3 of this RFB, for the prices quoted thereon as follows:

BASE BID					
Bid Item	Description	Year 1	Year 2	Year 3	Total Bid Cost
1	Rock Ponds Ecosystem Restoration Project Maintenance (983 acres)				
2	Mowing of roads or upland restoration sites within the Rock Ponds Restoration Project (50 acres) *				
Base Bid (Items 1-2) Total:					
Total Base Bid in Words (Type or Clearly Print):					

* To establish unit (per acre) for required mowing. Fifty acres of mowing will be included in the total project cost quote. The successful contractor shall provide additional mowing if/when requested by the District at the per acre cost established by the contractors bid. See section 3.6.3.

**ATTACHMENT 1 (Cont.)
BID RESPONSE FORM
FOR
BID NUMBER RFB 2002**

The undersigned Bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The Bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the Bidder. The Bidder agrees that if the Bidder is awarded this RFB, the Bidder will provide the services as stipulated.

The undersigned Bidder certifies that the Attachment 2, Contractor's Qualification/Equipment Requirements provided is true and correct to the best of his/her knowledge.

The undersigned Bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com. Each Bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: _____

Questions and Answers Set Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

☐ The Bidder has not been debarred by a political agency within the State of Florida.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address	City	State	Zip Code
-----------------	------	-------	----------

Physical Address	City	State	Zip Code
------------------	------	-------	----------

Telephone Number	Fax Number	Email Address
------------------	------------	---------------

Authorized Signature	Date	Print/Type Name and Title
----------------------	------	---------------------------

NOTE: If you are entering a "No Bid," please state reason below and return this form.

Upon award of the contract to the Bidder and execution of this Bid Response Form by the District, the contract for RFB 2002, Vegetation Management Services for the Rock Ponds Ecosystem Restoration Site, will be effective and binding upon both parties and will consist of this RFB, including all its terms, conditions and addenda, and the Bid Response of the Bidder.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this RFB on the day and year set forth next to their signatures below.

BIDDER: _____ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Authorized Agent for Company Date

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

(Type/print name and title)

ATTACHMENT 2
CONTRACTOR'S QUALIFICATIONS/EQUIPMENT REQUIREMENTS

A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of three (3) references who can verify Bidder's qualifications and past performance record on projects that meet the following requirements:

- Project at substantial completion or completed within the last five (5) years,
- Project value of at least two hundred thousand dollars (\$200,000), and
- Similar scope of work to this Project.

Required reference form is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder.

B. SUBCONTRACTORS:

Each Bidder must submit with its response a list of subcontractors who will perform the site maintenance ("Key Subcontractors"). An English-speaking field supervisor is required on-site. List the name of the proposed subcontractor, or "Bidder" if the bidder will perform the work.

(1) site maintenance _____

For each work category, Bidder must provide a minimum of three (3) references that meet the minimum requirements identified on the Reference Sheets that follow for any subcontractor.

C. LICENSES:

Field workers hired by the Bidder or subcontractors performing work on this project must always be supervised by an on-site field supervisor possessing a current Pesticide Applicator License issued by the Florida Department of Agriculture and Consumer Services in the Natural Areas Weed Management and Aquatic Pest Control categories. Provide license information below for Bidder and any subcontractor staff that will function as a field supervisor. Copies of the applicator licenses for the identified individuals shall be provided as part of the bid response package.

Name	License #	License Issue Date	Bidder or Subcontractor Name

PROJECT MANAGER AND FIELD SUPERVISOR QUALIFICATIONS:

As part of the bid packet, Bidder must provide a resume or similar documentation for the identified Project Manager that will oversee this project and any Field Supervisors listing qualifications, experience, education and training. The Project Manager must have adequate experience (minimum three years) supervising projects of similar size and scope. Field supervisors must have a minimum of one-year experience functioning as a field supervisor and a total of three years invasive plant control experience.

MINIMUM PROJECT EQUIPMENT REQUIREMENTS*:

At least two ATV's or UTV's equipped with a minimum 25-gallon spray system.

Small boat which can be hand launched without an improved boat ramp to access treatment areas across the lagoon.

Tractor and appropriately sized mower(s) to mow the upland restoration sites without damaging the installed plants and roads.

GPS or smart phone which can be used to mark, create or find GPS waypoints and treatment polygons and view current on-site location including project boundaries to mark, create or find GPS waypoints and treatment polygons and view current on-site location including project boundaries using .gpx, .kml, geo-referenced .pdf files.

* Provide photos of the required/owned equipment for compliance.

**ATTACHMENT 3
REFERENCE FORM
FOR
BID NUMBER RFB 2002**

The Bidder must provide a minimum of three and no more than six references, using the format below, to demonstrate the Bidder has conducted projects similar in scope and size to this RFB in the last 5 years. These references must come from sources other than the District. The references must demonstrate the Bidder's experience and expertise in the business of vegetation management services and with projects valuing at least two hundred thousand dollars (\$200,000). Specific services, locations and contact information to whom the services were performed must be provided.

Bidder Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

**ATTACHMENT 4
SUBCONTRACTOR REFERENCE FORM
FOR
BID NUMBER RFB 2002**

The Bidder must provide a minimum of three and no more than six references, using the format below, to demonstrate the Bidder has conducted projects similar in scope and size to this RFB in the last 5 years. These references must come from sources other than the District. The references must demonstrate the Bidder's experience and expertise in the business of vegetation management services. Specific services, locations and contact information to whom the services were performed must be provided.

Bidder Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

**ATTACHMENT 5
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
BID NUMBER RFB 2002**

The Bidder certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The Bidder's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 6
PUBLIC ENTITY CRIMES STATEMENT
FOR
BID NUMBER RFB 2002**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____(if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

BIDDER: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201____
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

The remainder of this page is intentionally left blank.

**ATTACHMENT 7
AGREEMENT
TERMS AND CONDITIONS
FOR
VEGETATION MANAGEMENT SERVICES FOR THE ROCK PONDS
ECOSYSTEM RESTORATION SITE**

1. Independent Contractor. The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.
2. Project Manager and Notices. Each party will provide the other party with the name and address of its Project Manager, in writing. Project Managers will assist with coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses. Notice is effective upon receipt. Any changes to the Project Managers or addresses will be provided to the other party in writing.
3. Scope of Work. Upon receipt of written notice to proceed from the District, the Contractor agrees to perform the services in accordance with the Agreement. Any changes to the Scope of Work and associated costs must be mutually agreed to in a formal written amendment approved by the District and the Contractor prior to being performed by the Contractor. The parties agree that time is of the essence in the performance of each obligation under the Agreement.
4. Compensation. The District agrees to pay the Contractor the amount stated on the Contractor's Bid Response Form for services that are satisfactorily completed, in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The District makes payment electronically through the Automated Clearing House (ACH) process. The Contractor agrees to complete the District's Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to the Contractor electronically. The forms may be downloaded from the District's website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the District's Accounts Payable Lead at 352-796-7211, extension 4108.

- 4.1 The District's performance and payment pursuant to the Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget in each Fiscal Year of the Agreement.
- 4.2 All invoices must include the following information: (1) Contractor's name, address and phone number; (2) Contractor's invoice number and date of invoice; (3) District's Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion; (8) Current roster of assigned staff; and (9) Monthly quality evaluation form. The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises, based on the requirements contained in Disadvantaged Business Enterprises Paragraph. Invoices that do not conform with this subparagraph will not be considered a proper invoice.
- 4.3 If an invoice does not meet the requirements of the Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the

invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the District.

4.4 In the event any dispute or disagreement arises, the Contractor will continue to perform in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the services in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No work will be delayed or postponed pending resolution of any disputes or disagreements.

4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.

4.6 The Contractor's bid includes any travel expenses which may be authorized under this Agreement and reimbursement will be paid in accordance with Section 112.061, F.S., and District's Travel Procedure, as both may be amended from time to time.

4.7 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of the Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Districtwide Janitorial Services agreement between the Southwest Florida Water Management District and (Insert CONTRACTOR'S Name) (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

4.8 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. This subparagraph will survive the expiration or termination of the Agreement.

5. Project Records and Documents. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the performance of the services during or following completion of the services at no cost to the District. Payments made to the Contractor under the Agreement shall be reduced for amounts found to be not allowable under the Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least three (3) years following the expiration or termination of the Agreement. This paragraph, and all subparagraphs, shall survive the expiration or termination of this Agreement.

5.1 Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by section 119.0701, F.S., the Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records

that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

- 5.2 Pursuant to subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of subsection 119.07(1), F.S., and subsection 24(a), Article I of the State Constitution. Information made exempt by subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under the Agreement, and to which the provisions of Chapter 119, F.S., also apply.

- 5.3 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN by Telephone at 352-796-7211, extension 5555, by the email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Any changes to the above contact information will be provided to the Contractor in writing.

6. Indemnification. The Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement. This paragraph will survive the expiration or termination of the Agreement.
7. Insurance. The Contractor must maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.
- 7.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:
- \$1,000,000 per occurrence
- 7.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
or	
Combined Single Limit	\$ 500,000

7.3 Fidelity/Employee Dishonesty Insurance with the following minimum limit and coverage:

\$1000,000.00 Limit

7.4 The District's and its employees, agents, and officers must be named as additional insured on the general liability policy and the Fidelity/Employee Dishonesty Insurance to the extent of the District's interests arising from the Agreement.

7.5 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

7.6 The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.

7.7 The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Contractor's insurance policies.

8. Termination for Convenience. The Agreement may be terminated by the District without cause upon ten (10) days written notice to the Contractor. The Contractor will be entitled to compensation for all services performed satisfactorily in accordance with the Agreement on a pro-rated basis.

9. Termination for Default. Either party may terminate the Agreement upon the other party's failure to comply with any term or condition of the Agreement, as long as the terminating party is not in default of any term or condition of the Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within fourteen (14) days after receiving the Notice of Termination, the Agreement will automatically terminate. In addition, the initiation, either by the Contractor or against the Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by the Contractor entitling the District to terminate the Agreement as set forth above. The parties agree that the Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or the Agreement.

10. Assignment. The Contractor may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the District. If the Contractor assigns its rights or delegates its obligations under the Agreement without the District's prior written consent, the District is entitled to terminate the Agreement. If the District terminates the Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

11. Law Compliance. The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
12. Employment Eligibility Verification. The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Contractor's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this paragraph (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
13. Governing Law/Venue. All claims, counterclaims, disputes and other matters in question between the parties to the Agreement, arising out of or relating to the Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida. Venue will lie exclusively in Hillsborough County. This paragraph shall survive the expiration or termination of the Agreement.
14. Remedies. Unless specially waived by the District, the Contractor's failure to timely comply with any obligation in the Agreement will be deemed a breach of the Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of the Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This paragraph shall survive the expiration or termination of the Agreement.
15. Attorney Fees. Should either party employ an attorney or attorneys to enforce any of the provisions of the Agreement, or to protect its interest in any matter arising under the Agreement, or to recover damages for the breach of the Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, F.S. This paragraph does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, F.S. This paragraph shall survive the expiration or termination of the Agreement.
16. Subcontractors. The Contractor may not subcontract with any entity to perform any of the Contractor's obligations or services under the Agreement without the District's consent.
17. Disadvantaged Business Enterprises. The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under the Agreement. Invoice documentation submitted to the District must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to the Agreement, to the extent the Contractor maintains such information.
18. Third Party Beneficiaries. Nothing in the Agreement will be construed to benefit any person or entity not a party to the Agreement.

19. Public Entity Crimes. Pursuant to subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing the Bid Response Form, the Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on this list occurs.
20. Scrutinized Companies. Pursuant to section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing the Bid Response Form, the Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Agreement. The Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of the Agreement. The District may immediately terminate the Agreement at its option if the Contractor is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

The remainder of this page left blank intentionally.

**ATTACHMENT 8
NPDES TREATMENT REPORT FORM**

**National Pollution Discharge Elimination System
Pesticide General Permit
Treatment Report**

District Program SWIM

Record # _____
(entered by District)

Company Name _____ Applicator _____

Project Name _____

Treatment Area Description _____

Target Plant(s) _____

Plant Density _____

Acres Treated _____ Treatment/Inspection Date(s) _____

Herbicide(s) Used / EPA Reg. No. _____

Amount of Herbicide Concentrate Applied & Unit of Measure _____

Percent Active Ingredient in Herbicide products (%) _____

Application Rate (ppm, gal./acre, or % herbicide concentration of spray mix) _____

Describe any unusual or unexpected effects observed in non-target organisms¹ _____

¹ The operator shall conduct spot checks in and around the area where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including the unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual inspection of the application site shall be performed during any post-application surveillance/efficacy check or during application if feasible.

**ATTACHMENT 9
NPDES SURVEILLANCE INSPECTION REPORT FORM**

**National Pollution Discharge Elimination System
Pesticide General Permit
Surveillance/Inspection Report¹**

Vegetation Management Section

Record # _____
(entered by District)

Company Name _____ Inspector _____

Water Body/Project Name _____

Treatment Area Description _____

Targeted Plant(s) _____

Inspection Date(s) _____

Inspection Type/Reason _____

Findings _____

¹ The operator shall conduct spot checks in and around the area where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including the unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual inspection of the application site shall be performed during any post-application surveillance/efficacy check or during application if feasible.

ATTACHMENT 10
NPDES 24 HOUR ADVERSE INCIDENT REPORT FORM

TWENTY-FOUR (24) HOUR ADVERSE INCIDENT NOTIFICATION As reported to the State Watch Office by telephone at (800) 320-0519	
Reported by	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Date & Time of report:	
State Watch Office Representative accepting report:	
Pursuant to Rule 62-620.610(20), F.A.C. the following information must be supplied by phone to the State Watch Office within 24 hours of observance, or receipt of notification, of an adverse incident:	
Caller's name, address, phone	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Operator's name, address, phone (if different from caller)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Generic permit number	
Contact person, phone	
Date & time of Adverse Incident _____ Status: _____ Ongoing _____ Ceased	
Date & time Operator became aware of Adverse Incident _____	
Method of Notification to Operator: _____ Employee (name) _____	
_____ Member of Public (name, address, phone) _____	
_____ In person _____ By phone _____	
_____ In writing (keep copy for records) _____	
Description of location or address of Adverse Incident	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Water body affected (if any) _____	
Description of the Adverse Incident	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
EPA pesticide registration number for each product applied to area	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Description of corrective measures	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>
Other persons or agencies contacted	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>

ATTACHMENT 11
NPDES 30 DAY ADVERSE INCIDENT REPORT FORM

THIRTY (30) DAY ADVERSE INCIDENT WRITTEN REPORT	
To: Florida Department of Environmental Protection Bob Martinez Center/Industrial Wastewater Section 2600 Blair Stone Road, Mail Station 3545 Tallahassee, FL 32399-2400	
Date _____	By: Certified Mail Receipt number _____ or email: _____ PGPadverseincidentreport@dep.state.fl.us
From: _____ _____ _____ _____	
Date/time State Watch Office was contacted _____ Office instructions (if any) _____ _____ _____	
Location of Incident _____ Water body(s) affected _____ Appearance of waters _____	
Description of Adverse Incident (including species affected, their size, number and condition) _____ _____ _____ _____	
Anticipated duration of continuance (if not already corrected) _____	
Total area affected (e.g. aquatic acreage or stream distance) _____	
Pesticide information: Application rate: _____ Intended site _____ Product name, AI, EPA Registration number: _____	
Habitat description, including any available ambient water data: _____ _____ _____ _____	
Laboratory tests performed, if any _____ <i>(summary of test results to be supplied to Department within five (5) days of availability)</i>	
Justification for claiming Adverse Incident was not caused by pesticide exposure (if applicable) _____ _____	
Planned preventative procedures: _____ _____ _____ _____	

ATTACHMENT 12
SPRAYER/CALIBRATION MAINTENANCE DOCUMENTAION FORM

National Pollution Discharge Elimination System
Pesticide General Permit
Sprayer Calibration/Maintenance Documentation Form

Company Name & Contact Information _____

Calibration Date _____

Type of Application Equipment Calibrated _____

Spray System Identification Number _____

Applicator/Mechanic Name _____

Repair/Maint. Description _____

ATTACHMENT 13
WORK SUMMARY REPORT FORM

**Rock Ponds Restoration Project
Work Summary Report***

Dates Work Performed _____
(maximum work period per report is 7 consecutive days)

Project Sector(s) Worked _____ Western, _____ Central, _____ Borrow Pit

Worked Performed _____ Herbicide Application, _____ Mowing, _____ Hand Removal,
_____ Other (describe) _____

Primary species targeted _____

Herbicides applied _____

Treatment method(s) _____ Foliar, _____ Basal Bark, _____ Hack/squirt,
_____ Other (describe) _____

Field Supervisor Name	FDACS License #

Attach/provide map(s) or shapefile indicating treatment tracks or areas covered.

Comments (Contractor or District Site Manager) _____

Contractor Representative: _____ Date: _____

District Site Manager: _____ Date: _____

* - Forms only required following periods when site work was performed. Completed Forms must be provided to the District Site Manager within 14 days of each work period being completed.

ATTACHMENT 14
DRIVING DIRECTIONS TO SITE ENTRANCE GATES

Western Ecosystem Restoration Project Site

Address: 4480 County Line Road
Palmetto, FL 34221 (note: some travel search engines may require city of Ruskin 33570, not Palmetto)

From the south

From I-275 take Exit 2 (US 41). Drive 4.6 miles on US 41 north to County Line Road. Turn left (west) on County Line Road and drive about 0.1 to 0.2 miles to a gate on the right (north) side of County Line Road.

From the north

From I-75 exit on the Ruskin Exit 240B (SR 674), veer right on exit and merge onto "College Avenue, heading west toward Ruskin. Turn left (south) on US 41 and drive 7.6 miles to County Line Road. Turn right (west) on County Line Road and drive about 0.1 to 0.2 miles to a gate on the right (north) side of County Line Road.

Central Rock Ponds Ecosystem Restoration Project Site

Address: 5351 South US 41
Ruskin, FL 33570

From the south

The Gate for access to the Central restoration project site is located two miles north of County Line Road also on the west side of US Hwy 41. NOTE: If approaching from the south you cannot turn directly off US 41 left [west] to go through the gate, you will have to drive 0.15 miles further north on US 41 to reach a U-turn crossover. Make U-turn at the crossover and drive back 0.15 miles and turn right (west), on the dirt road across the RR tracks to get to the entrance gate. The GPS coordinate of the gate is 27 39 46.2 82 29 57.8.

From the north

From the intersection of College Ave and US Hwy 41, drive 5.7 miles south to a dirt road on the west (right) side of US 41. The entrance gate is just across the RR tracks. The GPS coordinate of the gate is 27 39 46.2 82 29 57.8.

Southern Gate of the Central Ecosystem Restoration Project Site

The southern entrance gate to the Central Restoration site is located 0.9 miles north of County Line Road at the metal double gates on the west side of US Hwy 41. NOTE: If driving north on US Hwy 41, you cannot turn left (west) directly off US 41. To go through the gate; you will have to drive about 0.15 miles further north on US 41 to reach a U-turn crossover; make U-turn at crossover and drive back 0.15 miles and turn then right (west) and pass through the gate, drive down a wooded path until you come to a railroad track, cross railroad track and then proceed to drive onto the restoration site. The GPS coordinate of the gate is 27 39 17.8 82 30 33.3.

Borrow Pit Ecosystem Restoration Project Site

Address: 4235 Lavender Road
Ruskin, FL 33570 (note: some travel search engines may require city of Palmetto, 34221, not Ruskin). The GPS coordinate of the gate is 27 40 34.4 82 29 26.3

From the south

From the intersection of I-275 and US Hwy 41 intersection proceed north on Hwy 41 for 7.9 miles to Old US 41. Turn left (west) on Old US 41 and then within about 30 feet turn left again and drive on Lavender Road to the second gated entrance about 2/3 mile down Lavender Road. There are three entrances to the property along Lavender road.

From the north

At the intersection of College Avenue and US Hwy 41 turn left (south) on US 41 and drive 4.5 miles to Old US Hwy 41. **Do Not Turn on the first encounter with "Old US 41" at 3.5 miles, keep driving another 0.75 miles).** Turn right (west) on Old US 41 (Note – After turning right on Old US 41, within about 30', turn left again and drive on Lavender Road Drive about 2/3 mile down Lavender Road from the Old US 41 intersection to the second entrance gate on the right side of Lavender Road. There are three entrances to the property.

ATTACHMENT 15
NPDES GENERIC PERMIT FDEP 62-621.300(8)(e) FAC

State of Florida
Florida Department of Environmental Protection

**GENERIC PERMIT FOR POLLUTANT DISCHARGES TO SURFACE WATERS OF
THE STATE FROM THE APPLICATION OF PESTICIDES**

This permit is issued under the provisions of Section 403.088 and 403.0885, Florida Statutes, and Chapters 62-620 and 62-621, Florida Administrative Code. Coverage under this permit constitutes authorization to discharge pollutants to surface waters of the state pursuant to the Department's federally-approved National Pollutant Discharge Elimination System Program.

Until this permit is terminated, revoked or expires, it authorizes pollutant discharges to surface waters of the state associated with the application of pesticides in accordance with the terms and conditions of this permit.

Table of Contents

Part I.	Coverage under This Permit
Part II.	Effluent Limitations
Part III.	Pesticide Discharge Management Plan
Part IV.	Monitoring and Corrective Action
Part V.	Recordkeeping and Annual Reporting
Part VI.	Other Conditions
Part VII.	General Conditions

Appendix A - Definitions and Acronyms

Part I. Coverage under this Permit

This permit covers any operator that meets the eligibility requirements identified in Part I.A. An operator, defined in Appendix A, generally includes any entity which meets any of the following criteria: (1) the entity with control over the financing for, or the decision to perform pesticide applications, including the ability to modify those decisions, that results in a discharge of pollutants to surface waters of the state; (2) the entity with day-to-day operational control of or who performs activities (e.g., the application of pesticides) that are necessary to ensure compliance with the permit (e.g., they are authorized to direct workers to carry out activities required by the permit or perform such activities themselves); or (3) the permittee. As such, more than one operator can be responsible for compliance with this permit for any single discharge from the application of pesticides.

A. Eligibility

1. **Activities Covered.** This permit is available to operators who discharge to surface waters of the state as a result of the application of (1) biological pesticides or (2) chemical pesticides that leave a residue (hereinafter collectively referred to as “pesticides”), when the pesticide application is for any of the following pesticide use patterns:

- (a) **Mosquito and Other Flying Insect Pest Control** – to control public health/nuisance and other flying insect pest that develop or are present during a portion of their life cycle in or above standing or flowing water. Public health/nuisance and other flying insect pest in this use category include mosquitoes, midges and biting flies.
- (b) **Aquatic Weed and Algae Control** – to control invasive or other nuisance weeds and algae in or on water and at water's edge, including irrigation ditches and/or irrigation canals.
- (c) **Aquatic Nuisance Animal Control** – to control invasive or other nuisance animals in or on water and at water's edge. Aquatic nuisance animals in this use category include invasive vertebrates, and invertebrates.
- (d) **Forest Canopy or Other Area Wide Pest Control** - aerial or ground application of a pesticide over or into a forest canopy or other vegetation to control the population of a pest species (e.g., insect or pathogen) where to target the pests effectively a portion of the pesticide unavoidably will be applied over and deposited to water.

2. **Limitations on Coverage**

- (a) **Discharges to Water Quality Impaired Waters.** Discharges from a pesticide application to surface waters of the state are not eligible for coverage under this permit if the water is identified as impaired for that pesticide or its degradates. For purposes of this permit, impaired waters are those that have been identified by the Department pursuant to Chapter 62-303, Florida Administrative Code, (F.A.C.), or by EPA pursuant to Section 303(d) of the CWA as not meeting applicable state surface water quality standards for a particular pesticide or its degradates. If a proposed

discharge would not be eligible under this permit because the water is listed as impaired for that specific pesticide, but the permit applicant has evidence that shows the water is no longer impaired, the permit applicant must submit that information to the Department with the NOI to request coverage under this permit.

(b) Discharges to Waters Designated as Outstanding National Resource Waters (ONRW). Discharges from a pesticide application to waters designated as ONRWs in Rule 62-302.700, F.A.C., and ratified by the Florida legislature are not eligible for coverage under this permit.

(c) Discharges Currently or Previously Covered by Another Permit. Coverage under this permit is not allowed if any of the following circumstances apply:

(1) The discharges are covered by another NPDES permit, or

(2) The discharges were included in a permit that within the last five years has been denied, terminated, or revoked by the Department.

B. Authorization to Discharge under this Permit

1. How to Obtain Authorization. To obtain authorization under this permit, an operator shall:

(a) Meet the eligibility requirements identified in Part I.A, and

(b) Operators identified in Part I.B.2, shall submit a complete a Notice of Intent (NOI) and the associated permit fee in accordance with Rule 62-621.300(8)(d), F.A.C. Operators meeting the eligibility provisions outlined in Part I.A and whose discharges are not subject to the requirement to submit an NOI, are automatically authorized to discharge after (April 9, 2011 or the effective date of the rule, whichever is later) in compliance with the requirements of this permit without submission of an NOI.

An NOI provides notice of an operator's intent for pollutant discharges from its pesticide application activities to be covered under this permit. Coverage is for the operator who filed the NOI, including its employees, contractors, subcontractors, and other agents, for all activities identified on the NOI for the duration of this permit unless coverage is terminated pursuant to Part I.D. If a submitted NOI is not timely, accurate, or complete, then any employee, contractor, subcontractor or other entity that discharges pollutants to surface waters of the state from the application of pesticides without the required NOI is not covered by this permit.

2. Operators Required to Submit an NOI. Pursuant to subsection 62-621.300(8)(b), F.A.C., the operators identified in Table 1 below are required to submit a NOI to obtain coverage under this generic permit for pollutant discharges to surface waters of the state resulting from the application of pesticides:

The remainder of this page intentionally left blank.

Table 1. Operators Required to Submit NOIs	
Use Patterns	Operators
Mosquito and Other Flying Insect Pest Control	Mosquito Control Programs or Districts organized under the authority of Chapter 388 F.S. and Florida Department of Agriculture and Consumer Services
Aquatic Weed and Algae Control	Florida Fish and Wildlife Conservation Commission, South Florida Water Management District, Southwest Florida Water Management District, and St. Johns River Water Management District as created in Section 373.069, F.S., U.S. Army Corp of Engineers, U.S. Forest Service, U.S. National Park Service, and U.S. Fish and Wildlife Service
Aquatic Nuisance Animal Control	Florida Fish and Wildlife Conservation Commission, South Florida Water Management District, Southwest Florida Water Management District, and St. Johns River Water Management District as created in Section 373.069, F.S., U.S. Army Corp of Engineers, U.S. Forest Service, U.S. National Park Service, and U.S. Fish and Wildlife Service
Forest Canopy or Other-Area Wide Pest Control	Florida Department of Agriculture and Consumer Services, U.S. Army Corp of Engineers, U.S. Department of Agriculture, U.S. Forest Service, U.S. National Park Service, and U.S. Fish and Wildlife Service

3. Discharge Authorization Date and Permit Duration. Beginning (April 9, 2011, or effective date of the rule, whichever is later), pollutant discharges to surface waters of the state as a result of the application of a pesticide shall be covered by an NPDES permit. Operators are authorized to discharge under this permit consistent with Table 2 below.

Table 2. Discharge Authorization Date		
Category	NOI Submittal Deadline	Discharge Authorization Date
Operators not required to submit an NOI.	Not applicable.	Immediately.
All other operators	At least 30 days prior to commencement of discharge.*	Upon Department issuance of coverage letter.

*Note: Entities required to submit NOIs for the first time shall submit the NOIs no later than 180 days after April 9, 2011 or the effective date of the rule, whichever is later. Until such date, the entities are covered by this permit pursuant to 40 CFR 122.28(b)(2)(v).

Operators commencing a discharge in response to a declared pest emergency situation (as defined in Appendix A) shall submit an NOI no later than 30 days after commencement of such discharge. Until such date, the entity is covered by this permit pursuant to 40 CFR 122.28(b)(2)(v).

Coverage under this generic permit for operators submitting an NOI is for a duration of five years from the issuance of the coverage letter by the Department. If changes are made to this generic permit through the rulemaking procedures in Section 120.54, F.S., operators submitting an NOI with current coverage at the time of the adoption of any changes shall continue to operate under that permit coverage until expiration. Those operators will be required to conform to any newly adopted changes upon renewal of coverage. Operators not required to submit NOIs will be required to conform to any new rule requirements when the new rule becomes effective.

C. Renewal of Coverage under this Permit

Operators required to submit NOIs shall submit an application to renew coverage under this permit by submitting *Form 62-621.300(8)(f), Notice of Intent (NOI) to Use the Generic Permit for Discharges of Pollutants to Surface Waters of the State from the Application of Pesticides*, to the Department along with the \$500 application and surveillance fee at least 30 days prior to expiration of the permit. An application filed in accordance with this section shall be considered timely and sufficient. When an application for renewal of a permit is timely and sufficient, the existing permit shall not expire until the Department has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court. The late submittal of a renewal application shall be considered timely and sufficient for the purpose of extending the effectiveness of the expiring permit only if it is submitted and made complete before the expiration date.

D. Terminating Coverage

1. Submitting a Notice of Termination (NOT). To terminate permit coverage, a permittee who submitted an NOI as identified in Part I.B.2, shall submit a complete *Notice of Termination* using *DEP Form 62-621.300(8)(g.), F.A.C.* Permittees not required to submit a NOI are not

required to submit a Notice of Termination. No fee is required for submission of the Notice of Termination. The Notice of Termination shall be submitted to:

Florida Department of Environmental Protection
Bob Martinez Center
Industrial Wastewater Section
2600 Blair Stone Road, Mail Station 3545
Tallahassee, Florida 32399-2400

The permittee shall file an annual report as required in Part V of this permit for the portion of the year up through the date of permit coverage termination. The annual report is due no later than 45 days after submittal of the Notice of Termination.

2. When to Submit a Notice of Termination. A permittee who submitted an NOI as identified in Part I.B.2 shall submit a Notice of Termination within 30 days after any of the following conditions has been met:
 - (a) The application of pesticides covered under this permit has ceased and no additional discharge is expected during the remainder of the permit term for any of the use patterns covered by this permit and as identified in Part I.A.1; or
 - (b) The application of pesticides covered under this permit has now been authorized under an individual permit or an alternative generic permit.

E. Other Federal and State Laws. Operators shall comply with all other applicable federal and state laws and regulations that pertain to the application of pesticides. This permit does not negate the requirements under FIFRA and its implementing regulations to use registered pesticides consistent with the product's labeling.

Part II. Effluent Limitations

Permittees shall implement site-specific control measures to minimize or eliminate pollutant discharges resulting from the application of pesticides to surface waters of the state.

A. Technology-Based Effluent Limitations

1. Minimize Pesticide Discharges to Surface Waters of the State. All operators, regardless of whether they are required to submit an NOI, shall minimize the discharge of pollutants resulting from the application of pesticides. In doing so, all operators shall use the

amount of pesticide and frequency of pesticide application necessary to control the target pest using equipment and application procedures appropriate for the task.¹

The entity conducting day-to-day pesticide application activities shall perform regular maintenance activities to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides covered under this permit. In addition, it shall maintain pesticide application equipment in proper operating condition by adhering to manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis to ensure effective pesticide application and pest control. Also, it shall ensure that the equipment is calibrated (e.g., flow rate, droplet size) to deliver the precise quantity of pesticide needed to achieve greatest efficacy against the target pest.

2. Integrated Pest Management (IPM) Practices.

This Part applies only to operators that are required to submit an NOI, as required in Part I.B.2.²

Operators that discharge pollutants to surface waters of the state as a result of the application of pesticides used solely for the purpose of "pesticide research and development," as defined in Appendix A, are not required to fully implement the Integrated Pest Management Practices for such discharge, but still shall implement such requirements to the extent that they do not compromise the research design.

(a) Identify the Problem. Prior to the first pesticide application and at least once each calendar year thereafter during which an operator will have a discharge of pollutants to surface waters of the state, the operator shall comply with the following for each treatment area and pesticide use pattern:

- (1) Identify target pests;
- (2) Establish procedures to determine target pest densities;
- (3) Establish past or present target densities or conditions that serve as action thresholds for implementing pest management strategies;
- (4) For Aquatic Weed and Algae Control and Aquatic Nuisance Animal Control:

¹ Operators discharging pollutants associated with pesticide applications to surface waters of the state in compliance with a permit or contracts from the Florida Department of Agriculture and Consumer Services or the Florida Fish and Wildlife Conservation Commission are in compliance with this permit condition.

² Operators discharging pollutants associated with pesticides to surface waters of the state in compliance with a permit, contract, or program approval from the Florida Department of Agriculture and Consumer Services or the Florida Fish and Wildlife Conservation Commission are in compliance with all conditions related to Integrated Pest Management Practices, Part II.2.

- (i) Identify possible factors causing or contributing to the target pest problem (e.g., nutrients, invasive species); and
 - (ii) Identify areas with target pest problems and characterize the extent of the problems, including, for example water use goals not attained for wildlife habitat, fisheries, vegetation, and recreation.
- (5) For Mosquito and Other Flying Insect Pest Control:
 - (i) Identify known breeding sites for source reduction, larval control, and habitat management; and
 - (ii) Analyze existing surveillance data to identify sources and extent of mosquito or other nuisance insect pest problems.
- (6) For Forest Canopy or Other Area Wide Pest Control:
 - (i) Identify current distribution of the target pest and assess potential distribution in the absence of control measures; and
 - (ii) Develop a species-specific pest control strategy for each target pest.

In the event there are no site data for the pest management area in the past calendar year, document why current data are not available and identify what data was used to meet the permit conditions. See Part III, Pesticide Discharge Management Plan, for documentation requirements.

(b) Pest Management. Prior to the first pesticide application covered under this permit that will result in a discharge of pollutants to surface waters of the state, and at least once each calendar year thereafter prior to the first pesticide application for that calendar year, the operator shall evaluate, select and implement one or more of the following management strategies that successfully minimizes discharges of pesticides, while considering effectiveness and efficiency, impact to water quality, impact to non-target organisms, feasibility, and cost effectiveness:

- (1) No action
- (2) Prevention
- (3) Mechanical or physical methods, such as tillage, entrapment, protective barriers
- (4) Cultural methods, such as destruction of food source and habitat for pest, timing of pesticide application
- (5) Biological control agents such as predators, parasites or diseases of the pest

(6) Pesticide application

(c) Pesticide Use. If a pesticide is selected that will result in a discharge of pollutants to surface waters of the state, the operator shall:

- (1) Conduct surveillance prior to each pesticide application to assess the pest management area and to determine when the action threshold is met that necessitates the need for pest management;
- (2) Reduce the impact on the environment and non-target organisms by evaluating the restrictions, application timing, and application methods in addition to applying the pesticide in accordance with action thresholds, current conditions, and Best Management Practices (BMPs);
- (3) For Mosquito and Other Flying Insect, and Forest Canopy or Other Area Wide Pest Control: Assess environmental conditions (e.g., temperature, precipitation, wind speed, and presence of inversions) in the treatment area to identify whether existing environmental conditions support development of pest populations and are suitable for control activities;
- (4) For Mosquito and Other Nuisance Insect Pest Control:
 - (i) In situations or locations where practicable and feasible for efficacious control, use larvicides as a preferred pesticide control when the larval action thresholds have been met; and
 - (ii) In situations or locations where larvicide use is not practicable or feasible for efficacious control, use adulticides when adult action thresholds have been met.

B. Water Quality-Based Effluent Limitations

Pollutant discharges shall be controlled as necessary to meet applicable numeric and narrative water quality standards (WQS) in Chapter 62-302, F.A.C.

If at any time the permittee becomes aware, or the Department determines, that the discharge causes or contributes to an exceedance of applicable water quality standards, the permittee shall take corrective action as required in Part IV.C.

Part III. Pesticide Discharge Management Plan

Part III of this permit applies only to operators required to submit an NOI, as required in Part I.B.2. Some sections of the Pesticide Discharge Management Plan (PDMP) will require input from the pesticide applicator.

Permittees shall prepare a PDMP for the pest management area covered under this permit within 90 days following issuance of coverage. The PDMP shall be kept up-to-date thereafter for the duration of coverage under this permit.

The PDMP documents how to implement the effluent limitations in Part II of this permit, including an evaluation and selection of control measures to meet those effluent limitations and minimize discharges. In the PDMP, an operator shall incorporate by reference any procedures or plans in other documents that meet the requirements of this permit, but a copy of the referenced document shall be kept in the PDMP and shall be made available for review when requested by the Department.

A. Contents of Pesticide Discharge Management Plans

- 1. PDMP Team.** The permittee shall identify persons (and affiliations if appropriate) with primary responsibility for the following activities:
 - (a) Person(s) responsible for managing pests in the pest management area;
 - (b) Person(s) responsible for developing and revising the PDMP;
 - (c) Person(s) responsible for developing, revising, and implementing corrective actions and other effluent limitation requirements; and
 - (d) Person(s) responsible for overseeing pesticide applications. If the pesticide applicator is unknown at the time of plan development, indicate whether or not a for-hire applicator will be used and when it is anticipated an applicator will be identified.

Identification of team members shall include any written agreement(s) between the permittee and any other operator(s), such as a for-hire pesticide applicator, that specify the division of responsibilities between operators as necessary to comply with the provisions of this permit.

2. Pest Management Area Description.

- (a) Pest problem description. Describe the pest problem at the pest management area, including identification of the target pest(s), source of the pest problem, and source of data used to identify the problem in accordance with Part II.A.2.(a).
- (b) General location map. In the plan, include a general location map (e.g., USGS quadrangle map, a portion of a city or county map, or other map) that identifies the geographic boundaries of the area to which the plan applies and location of the surface waters of the state; and
- (c) List of pesticides or any degradates for which the water bodies are impaired.

3. Control Measure Description. The operator shall document the evaluation of control measures for the pest management area covered under this permit. The documentation shall include the control measures that will be implemented to comply with the effluent limitations required in this permit. Include in the description the active ingredient(s) evaluated.

4. Schedules and Procedures. The operator shall document the following schedules and procedures in the PDMP:

- (a) Pertaining to control measures used to comply with the effluent limitations, the following shall be documented in the PDMP:
- (1) Application rate and frequency procedures for determining the optimum amount of pesticide product per application and the optimum frequency of pesticide applications necessary to control the target pest, consistent with reducing the potential for development of pesticide resistance in the pest;
 - (2) Spill prevention procedures and schedule of maintenance activities for preventing spills and leaks of pesticides associated with the application of pesticides covered under this permit.
 - (3) Pesticide application equipment procedures for selecting the optimum method of application and maintaining the pesticide application equipment in proper operating condition, including maintenance schedules, calibrating, cleaning, and repairing the equipment.
 - (4) Pest surveillance procedures and methods for conducting pre-application pest surveillance.
 - (5) Methods for assessing environmental conditions in the treatment area.
- (b) Pertaining to other actions necessary to minimize discharges the following shall be documented in the PDMP:
- (1) Spill Response Procedures.
 - (i) Procedures for stopping, containing, and cleaning up leaks, spills, and other releases. Employees who have the potential to cause, detect, or respond to a spill or leak shall be trained in these procedures and have necessary spill response equipment available. If possible, one of these individuals should be a member of the PDMP team.
 - (ii) Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies.
 - (2) Adverse Incident Response Procedures.
Shall include:
 - (i) Procedures for responding to any adverse incident resulting from pesticide applications;
 - (ii) Procedures for notification of the incident within the permittee's agency or organization.
 - (iii) Procedures for contacting outside emergency personnel using, for example, a 911 hotline and/or Center for Disease Control poison center hotline.

(iv) Contact information for the National Pesticide Telecommunications Network at 800-858-7358; maintain contact information with the National Spill Response Center at 800-454-8802; and the State Watch Office at 800-320-0519.

(3) Pesticide Monitoring Schedules and Procedures. Document procedures for post-application visual monitoring, including:

(i) The process for determining the location of any monitoring;

(ii) A schedule for monitoring;

(iii) The person (or position) responsible for conducting monitoring; and

(iv) Procedures for documenting any observed impacts to non-target organisms resulting from the pesticide application.

5. Signature Requirements. The plan and any revisions to the plan shall be signed and dated by the permittee.

B. Pesticide Discharge Management Plan Modifications

The PDMP shall be modified whenever necessary to address any of the triggering conditions for corrective action or when a change in pest control activities significantly changes the type, method of application or quantity of pollutants discharged. Changes to the PDMP shall be made before the next pesticide application that results in a discharge of pollutants to surface waters of the state, if practicable, or if not, as soon as possible thereafter. The revised PDMP shall be signed and dated in accordance with Part III.A.5 of this permit.

The PDMP shall be reviewed at a minimum of once per calendar year and whenever necessary to update the pest problem identified and pest management strategies evaluated for the pest management area.

C. Pesticide Discharge Management Plan Availability

A copy of the current PDMP, along with all supporting maps and documents, shall be kept at the address provided in the NOI. The PDMP and all supporting documents shall be readily available, upon request, and copies of any of these documents provided, upon request, to the Department, FDACS, and FWC (for aquatic weed control); In accordance with Florida's public record law, the Department shall provide copies of the PDMP or other information related to this permit that is in its possession to members of the public.

Part IV. Monitoring and Corrective Action

Part IV of this permit applies to entities conducting day-to-day pesticide application activities and entities required to submit NOIs.

A. Monitoring Requirements

The operator shall monitor the amount of pesticide applied to ensure that the pesticide used and frequency of pesticide application are limited to that which is necessary to control the target pest using equipment and application procedures appropriate for the task. Pesticide application activities shall be monitored to ensure regular maintenance activities and to ensure that the application equipment is in proper operating condition to reduce the potential for leaks, spills, or other unintended discharge of pesticides to surface waters of the state.

Additionally, pesticide application activities shall be monitored to ensure that the application equipment is in proper operating condition by adhering to any manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing equipment on a regular basis.

B. Visual Monitoring Requirements

The operator shall conduct spot checks in and around the area where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including the unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual assessments of the application site shall be performed:

1. During any post-application surveillance or efficacy check that the operator conducts, if surveillance or an efficacy check is conducted.
2. During any pesticide application, when considerations for safety and feasibility allow.

C. Corrective Action

1. Situations Requiring Revision of Control Measures.

If any of the following situations occur, the operator shall review and revise control measures to ensure that the situation is eliminated and will not be repeated:

- (a) An unauthorized release or discharge occurs (e.g., spill, leak, upset as defined in Appendix A, or any unauthorized discharge to surface water or not authorized by this or another Department permit);
- (b) The operator becomes aware, or the Department concludes that the control measures are not adequate or sufficient for the discharge to meet applicable water quality standards;
- (c) Any monitoring activities indicate that the operator failed to:

- (1) Use the amount of pesticide and frequency of pesticide application necessary to

control the target pest using equipment and application procedures appropriate for the task;³

(2) Perform regular maintenance activities to ensure that the application equipment is in proper operating condition to minimize the potential for leaks, spills, and unintended or accidental release of pesticides to waters of the state; or

(3) Calibrate, clean, and repair equipment on a regular basis to ensure that the application equipment is in proper operating condition.

(d) The Department determines that modifications to the control measures are necessary to meet the effluent limits in this permit; or

(e) The operator observes or is otherwise made aware of an adverse incident.

2. Corrective Action Deadlines.

If the operator determines or the Department concludes and informs the operator in writing that changes to the control measures are necessary to eliminate any situation identified in Part IV.C.1, such changes shall be made before the next pesticide application that results in a discharge of pollutants to surface waters of the state if practicable, or if not, as soon as possible thereafter.

3. Adverse Incident Notification and Reporting.

(a) Twenty-Four (24) Hour Adverse Incident Notification

If the operator observes or is otherwise made aware of an adverse incident, as defined in Appendix A, resulting from a discharge of pollutants to surface waters of the state from a pesticide application by the operator, then the operator shall notify the State Watch Office at 800-320-0519. This notification shall be made by telephone within 24 hours of becoming aware of the adverse incident and shall include the following information, if available:

NOTE: If any of the information below is not available at the time of initial notification, it shall be included in the “30-Day Adverse Incident Written Report” in item IV.C.3.(b).

³ Operators discharging pollutants associated with pesticide applications to surface waters of the state in compliance with a permit or contracts from the Florida Department of Agriculture and Consumer Services or the Florida Fish and Wildlife Conservation Commission are in compliance with this permit condition.

- (i) The caller's name, address and telephone number;
- (ii) Operator name and mailing address and telephone number (if different from the caller);
- (iii) If covered under an NOI, the generic permit number;
- (iv) The name and telephone number of a contact person, if different than the person providing the 24-hour notice;
- (v) Date and time of the adverse incident and status (ongoing or ceased);
- (vi) How and when the caller became aware of the adverse incident;
- (vii) Description of the location, or address, of the adverse incident including name of water body affected, if any;
- (viii) Description of the adverse incident identified and the EPA pesticide registration number for each product applied in the area of the adverse incident;
- (ix) Description of any steps taken or that will be taken to correct, repair, remedy, cleanup, or otherwise address any adverse effects; and
- (x) Other persons, entities, or agencies contacted.

(2) The adverse incident notification and reporting requirements are in addition to the reporting requirements under FIFRA section 6(a)(2) and its implementing regulations at 40 CFR Part 159.

(b) Thirty (30) Day Adverse Incident Written Report.

- (1) If the oral report for an adverse incident has been received within 24 hours, the incident has been corrected and the incident did not adversely impact health or the environment, the Department shall waive the written report.
- (2) Except as provided above, within thirty (30) days of an adverse incident the operator shall provide a written report to the Department either by email to: PGPadverseincidentreport@dep.state.fl.us; or by regular mail to:

Florida Department of Environmental Protection
 Bob Martinez Center
 Industrial Wastewater Section
 2600 Blair Stone Road, Mail Station 3545
 Tallahassee, FL 32399-2400

The adverse incident report shall include the following information:

- (i) Information required to be provided under the 24-hour adverse incident notification;
- (ii) Date and time the State Watch Office was contacted notifying the State of the adverse incident and any instructions from the Office;
- (iii) Location of incident, including the names of any waters affected and appearance of those waters (sheen, color, clarity, etc);
- (iv) description of the circumstances of the adverse incident including species affected, estimated number of individual and approximate size of dead or distressed organisms and if the adverse incident has not been corrected, the anticipated duration it is expected to continue;
- (v) Magnitude and scope of the affected area (e.g. aquatic acreage or total stream distance affected);
- (vi) Pesticide application rate, intended use site (e.g., banks, above, or direct to water), method of application, and name of pesticide product and active ingredients, and the EPA pesticide registration number;
- (vii) Description of the habitat and the circumstances under which the adverse incident occurred (including any available ambient water data for pesticides applied);
- (viii) If laboratory tests were performed, indicate what and when test(s) were performed, and provide a summary of the test results within 5 days after they become available;
- (ix) If applicable, explain why the adverse incident could not have been caused by exposure to the pesticide;
- (x) Steps taken or planned to reduce, eliminate and prevent recurrence of adverse incidents;

Part V. Recordkeeping and Annual Reporting

The permittee shall keep written records as required in this permit. These records shall be accurate and complete and sufficient to demonstrate compliance with the conditions of this permit. The permittee can rely on records and documents developed for other obligations, such as requirements under FIFRA, FDACS and FWC, provided all requirements of this permit are satisfied.

A. All entities conducting day-to-day pesticide application activities and those entities required to submit NOIs shall keep the following records:

1. A copy of any written 30 day adverse incident reports identified in Part IV.C.3.(b);
2. The rationale for any determination that a written report of an identified adverse

incident is not required in accordance with Part IV.C.3.(a); and

3. A copy of any corrective action documentation.

B. Entities required to submit an NOI for coverage under this permit shall also keep the following records:

Records listed below are required to be kept at the address provided on the NOI for at least three years from the date the NOI was filed. Records of equipment calibration are to be maintained only by the entity performing the pest application activity (on behalf of self or client).

1. A copy of the NOI submitted to the Department, any correspondence specific to coverage under this permit, and a copy of the Department coverage letter assigning a permit tracking number;
2. A copy of this permit. (either a hardcopy or an electronic copy)
3. Surveillance method(s) used, date(s) of surveillance activities, and findings of surveillance;
4. Target pest(s);
5. Pest density prior to pesticide application;
6. Company name and contact information for pesticide applicator (if applicable);
7. Pesticide application date(s);
8. Description of the treatment area, including location and size (acres), or other appropriate unit of measure, of the treatment area and identification of any waters, either by name or by location, to which the operator applied any pesticide(s);
9. Name of each pesticide product used including the EPA pesticide registration number;
10. Quantity of pesticide applied (and specify if quantities are for the pesticide product as packaged or as formulated and applied);
11. Concentration (%) of active ingredient in formulation;
12. For pesticide applications directly to waters, the effective concentration of active ingredient required for control;
13. Any unusual or unexpected effects identified in non-target organisms;
14. Documentation of any equipment calibration (to be kept by pesticide application equipment operator); and

15. A copy of the PDMP, including any modifications made to the PDMP during the term of this permit.

- C. All required records shall be documented as soon as possible but no later than 14 days following completion of such activity. The permittee shall make available to an authorized representative of the Department, all records kept under this permit upon request and provide copies of such records, upon request.
- D. ANNUAL REPORTING (Applicable only to entities required to submit an NOI): NOTE: Annual reports submitted to FDACS for discharges covered under this permit by mosquito control programs organized under Chapter 388 F.S., shall serve as meeting the reporting requirements of this permit and no additional reports need to be submitted to the Department. Reports and invoices submitted to FWC for discharges covered under this permit by entities required to submit NOIs shall serve as meeting the reporting requirements of this permit and no additional reports need to be submitted to the Department.

Entities required to submit an NOI shall submit an annual report to the Department. The annual report shall be submitted each calendar year for the duration of coverage under this generic permit, whether or not there have been discharges from the application of pesticides in any subsequent calendar year. All annual reports shall be submitted to the Department either by emailing them to PGPannualreport@dep.state.fl.us; or by regular mail to:

Florida Department of Environmental Protection
Bob Martinez Center
Industrial Wastewater Section
2600 Blair Stone Road, Mail Station 3545
Tallahassee, Florida 32399-2400

The annual report shall be submitted no later than February 15 of the following year for all pesticide activities covered under this permit occurring during the previous calendar year. The permittee shall retain a copy for their records.

The annual report shall include information for the calendar year, with the first annual report required to include activities for the portion of the calendar year after the effective date of the NOI. If the effective date is after December 1, an annual report for that first partial year is not required but annual reports are required thereafter, with the first annual report submitted also including information from the first partial year. When permit coverage is terminated an annual report is required for the portion of the year up through the date of the termination. The annual report is due no later than 45 days after the termination date, or February 15 of the following year, whichever is earlier.

- E. The annual report shall contain the following information:

1. Permittee's name
2. NPDES generic permit coverage number (i.e. FLGxxxx)

3. Contact person name, if different from the permittee, title, e-mail address (if any), and phone number
4. A summary containing the following information:
 - (a) Identification of any waters or adjacent treatment area, including size, either by name or by location, to which pesticide(s) were discharged;
 - (b) Pesticide use pattern(s) (i.e., mosquito and other flying insects, aquatic weeds and algae, aquatic nuisance animals, or forest canopy/area wide pest control) and target pest(s);
 - (c) Company name(s) and contact information for pesticide applicator(s), if different from the NOI submitter;
 - (d) Total amount of each pesticide product expressed as pounds of active ingredient;
 - (e) Whether this pest control activity was addressed in the PDMP prior to pesticide application;
 - (f) If applicable, an annual report of any adverse incidents as a result of these treatment(s), for incidents, as described in Part IV.C.3.(a); and
 - (g) A description of any corrective action(s), including spill responses, resulting from pesticide application activities and the rationale for such action(s).

Part VI. Other Conditions

- A.** The discharge authorized by this permit shall not cause a violation of state surface water quality standards.
- B.** When requested by the Department, the permittee shall provide any information required by law which is needed to determine whether there is cause for revoking and reissuing, or terminating coverage under this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be submitted or corrections reported to the Department within 10 days of discovery.
- C.** Coverage under this permit can be suspended, revoked and reissued, or terminated in accordance with Rule 62-620.345, F.A.C., if the Secretary determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or the permittee has submitted false, incomplete or inaccurate data or information.

Part VII General Conditions

- A.** The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, F.S. Any permit noncompliance constitutes a violation of Chapter 403, F.S., and is grounds for enforcement action, permit termination, permit revocation and reissuance. [62-620.610(1), F.A.C.]
- B.** This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2), F.A.C.]
- C.** As provided in Section 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of, or approval of any other Department permit, or authorization required for other aspects of the total project which are not addressed in this permit. [62-620.610(3), F.A.C.]
- D.** This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund can express State opinion as to title. [62-620.610(4), F.A.C.]
- E.** This permit does not relieve the operator from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the operator to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The operator shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for an operator in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5), F.A.C.]
- F.** The operator shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the operator to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7), F.A.C.]
- G.** The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

1. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
2. Have access to and copy any records that shall be kept under the conditions of this permit;
3. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
4. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.[62-620.610(9), F.A.C.]

H. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department can be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10), F.A.C.]

I. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]

J. Upset Provisions.

1. An operator who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and that the operator can identify the cause(s) of the upset;
 - (b) The permitted activity was at the time being properly conducted;
 - (c) The operator submitted notice of the upset as required in Condition VII.E of this permit; and
 - (d) The operator complied with any remedial measures required under Condition VII.E of this permit.
2. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the operator.
3. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review. [62-620.610(23), F.A.C.]

Appendix A

Definitions, Abbreviations, and Acronyms

A.1 Definitions

Action Threshold – The point at which pest populations or environmental conditions warrant that pest control action be taken based on economic, human health, aesthetic, or other effects. Sighting a single pest does not always mean control is needed. Action thresholds help determine both the need for control actions and the proper timing of such actions.

Active Ingredient – any substance (or group of structurally similar substances if specified by the Agency) that will prevent, destroy, repel or mitigate any pest, or that functions as a plant regulator, desiccant, or defoliant within the meaning of FIFRA sec. 2(a). Active ingredient also means a pesticidal substance that is intended to be produced and used in a living plant, or in the produce thereof, and the genetic material necessary for the production of such a pesticidal substance.

Activity – means any action which results in a discharge of pollutants to surface waters of the state from the application of pesticides or that is reasonably expected to be a source of water pollution.

Adverse Incident – means an incident that the operator has observed upon inspection of the application area or of which otherwise becomes aware, in which:

- (1) A person or non-target organism is likely to have been exposed to a pesticide residue, and
- (2) The person or non-target organism suffered a toxic or adverse effect.

The phrase “toxic or adverse effects” includes effects that occur within surface waters of the state on non-target plants, fish or wildlife that are unusual or unexpected (e.g., effects are to organisms not otherwise described on the pesticide product label or otherwise not expected to be present) as a result of exposure to a pesticide residue, including:

- Distressed or dead juvenile and small fishes
- Washed up or floating fish
- Fish swimming abnormally or erratically
- Fish lying lethargically at water surface or in shallow water
- Fish that are listless or nonresponsive to disturbance
- Stunting, wilting, or desiccation of non-target submerged or emergent aquatic plants
- Other dead or visibly distressed non-target aquatic organisms (amphibians, turtles, invertebrates, etc.)

The phrase, “toxic or adverse effects,” also includes any adverse effects to humans (e.g., skin rashes) or domesticated animals that occur either directly or indirectly from a discharge of pollutants to surface waters of the state that are temporally and spatially related to exposure to a pesticide residue (e.g., vomiting, lethargy).

Best Management Practices (BMPs) – are examples of control measures that can be implemented to meet effluent limitations. These include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to minimize the discharge of pollutants to surface waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control spillage or leaks, waste disposal, or drainage from raw material storage.

Biological Control Agents – These agents are macro-organisms that can be introduced to the operator’s sites, such as herbivores, predators, parasites, and hyperparasites.

Biological Pesticides (also called biopesticides) – include microbial pesticides, biochemical pesticides and plant-incorporated protectants. Microbial pesticide means a microbial agent intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant, or desiccant, that (1) is a eucaryotic microorganism including, but not limited to, protozoa, algae, and fungi; (2) is a procaryotic microorganism, including, but not limited to, Eubacteria and Archaeobacteria; or (3) is a parasitically replicating microscopic element, including but not limited to, viruses. Biochemical pesticide mean a pesticide that (1) is a naturally-occurring substance or structurally-similar and functionally identical to a naturally- occurring substance; and (2) has a history of exposure to humans and the environment demonstrating minimal toxicity, or in the case of a synthetically-derived biochemical pesticides, is equivalent to a naturally-occurring substance that has such a history. Plant-incorporated protectant means a pesticidal substance that is intended to be produced and used in a living plant, or in the produce thereof, and the genetic material necessary for production of such a pesticidal substance. It also includes any inert ingredient contained in the plant or produce thereof.

Chemical Pesticides – all pesticides not otherwise classified as biological pesticides.

Control Measure – refers to any BMP or other method used to meet the effluent limitations. Control measures shall comply with manufacturer specifications, industry standards and recommended industry practices related to the application of pesticides, and relevant legal requirements. Additionally, control measures could include other actions that a prudent operator would implement to reduce and/or eliminate pesticide discharges to surface waters of the state to comply with the effluent limitations in Parts 2 and 3 of this permit.

Cultural Methods - manipulation of the habitat to increase pest mortality by making the habitat less suitable to the pest.

Declared Pest Emergency - means a situation that requires the emergency control of pests as declared in an order by the Governor of Florida or by an agency head in an emergency order issued pursuant to Section 120.569(2)(n), F.S

Department – Florida Department of Environmental Protection.

Discharge – when used without qualification, means the "discharge of a pollutant."

Discharge of a pollutant – means any addition of any pollutant or combination of pollutants, as defined in 40 CFR 122.2, to waters from any point source other than a vessel or other floating craft which is being used as a means of transportation. This definition includes additions of pollutants into waters from surface runoff which is collected or channeled by man, and discharges through pipes, sewers, or other conveyances which do not lead to a treatment works. This term does not include an addition of pollutants by any indirect discharger.

EPA Approved or Established Total Maximum Daily Loads (TMDLs) – “EPA Approved TMDLs” are those that are developed by the State of Florida and approved by EPA. “EPA Established TMDLs” are those that are issued by EPA.

FLG Number – the identification number for a Department NPDES generic permit.

For-Hire Applicator - Includes persons who make contractual pesticide applications for which they or their employer receives compensation (e.g., lawn care firms, pest control companies).

Impaired Water (or “Water Quality Impaired Water” or “Water Quality Limited Segment”) – A water is impaired for purposes of this permit if it has been identified by the Department pursuant to Chapter 62-303, F.A.C., or EPA pursuant to Section 303(d) of the Clean Water Act as not meeting applicable state, surface water quality standards for a particular pesticide or its degradates.

Integrated Pest Management – As defined by the Department of Agriculture and Consumer Services under Chapter 482, F.S., means the selection, integration, and implementation of multiple pest control techniques based on predictable economic, ecological, and sociological consequences, making maximum use of naturally occurring pest controls, such as weather, disease agents, and parasitoids, using various biological, physical, chemical, and habitat modification methods of control, and using artificial controls only as required to keep particular pests from surpassing intolerable population levels predetermined from an accurate assessment of the pest damage potential and the ecological, sociological, and economic cost of other control measures.

Mechanical/Physical Methods - mechanical tools or physical alterations of the environment, for pest prevention or removal.

Minimize - to reduce and/or eliminate pesticide discharges to surface waters of the state through the use of “control measures” to the extent technologically available and economically practicable and achievable.

Non-target Organisms – includes the plant and animal hosts of the target species, the natural enemies of the target species living in the community, and other plants and animals, including vertebrates, living in or near the community that are not the target of the pesticide.

Operator – any entity involved in the application of a pesticide that results in a discharge of pollutants to surface waters of the state that meets any of the following criteria:

1. The entity has control over the financing for, or the decision to perform pesticide applications that result in discharges, including the ability to modify those decisions;
2. The entity has day-to-day control of or performs activities that are necessary to ensure compliance with the permit (e.g., they are authorized to direct workers to carry out activities required by the permit or perform such activities themselves); or
3. The Permittee.

Permittee – any person obtaining coverage under this generic permit, whether required to submit an NOI pursuant to section I.C.2 or not.

Person – the state or any agency or institution thereof, the United States or any agency or institution thereof, or any municipality, political subdivision, public or private corporation, individual, partnership, association, or other entity and includes any officer or governing or managing body of the state, the United States, any agency, any municipality, political subdivision, or public or private corporation.

Pest – Consistent with 40 CFR 152.5, any organism under circumstances that make it deleterious to man or the environment, if it is:

- (a) Any vertebrate animal other than man;
- (b) Any invertebrate animal, including but not limited to, any insect, other arthropod, nematode, or mollusk such as a slug and snail, but excluding any internal parasite of living man or other living animals;
- (c) Any plant growing where not wanted, including any moss, alga, liverwort, or other plant of any

- higher order, and any plant part such as a root; or
- (d) Any fungus, bacterium, virus, or other microorganism, except for those on or in living man or other living animals and those on or in processed food or processed animal feed, beverages, drugs (as defined in FFDCa sec. 201(g)(1)) and cosmetics (as defined in FFDCa sec. 201(i)).

Pest Management Area – The area of land, including any water, for which pest management activities covered by this permit are conducted.

Pesticide – As defined by the Department of Agriculture and Consumer Services under Chapter 487, F.S., means any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, weeds, or other forms of plant or animal life or viruses, except viruses, bacteria, or fungi on or in living humans or other animals, which FDACS by rule declares to be a pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant; however, the term “pesticide” does not include any article that:

- (a) Is a “new animal drug” within the meaning of s. 201(w) of the Federal Food, Drug, and Cosmetic Act;
- (b) Has been determined by the Secretary of the United States Department of Health and Human Services not to be a new animal drug by a regulation establishing conditions of use for the article; or
- (c) Is an animal feed within the meaning of s. 201(x) of the Federal Food, Drug, and Cosmetic Act bearing or containing an article covered in this subsection.

Pesticide Product – a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide.

Pesticide Research and Development – Activities undertaken on a systematic basis to gain new knowledge (research) and/or the application of research findings or other scientific knowledge for the creation of new or significantly improved products or processes (experimental development). These types of activities are generally categorized under the four-digit code of 5417 under the 2007 NAICS.

Pesticide Residue – includes that portion of a pesticide application that is discharged from a point source to waters of the state and no longer provides pesticidal benefits. It also includes any degradates of the pesticide.

Point source – any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel, or other floating craft from which pollutants are or can be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant – dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water. For purposes of this definition, a “biological pesticide” is considered a “biological material,” and any “pesticide residue” resulting from use of a “chemical pesticide” is considered a “chemical waste.”

Surface Waters of the State – “waters” as defined in Section 403.031(13), F.S., excluding underground waters.

Target Pest – the organism toward which pest control measures are being directed.

Total Maximum Daily Loads (TMDLs) – For an impaired water body or water body segment shall mean the sum of the individual waste load allocations for point sources and the load allocations for nonpoint sources and natural background. Prior to determining individual waste load allocations and load allocations, the maximum amount of a pollutant that a water body or water body segment can assimilate from all sources without exceeding water quality standards shall first be calculated. A TMDL shall include either an implicit or explicit margin of safety and a consideration of seasonal variations. (ref. 62-303.200 F.A.C.).

Treatment Area – The area of land including any waters, or the linear distance along water’s edge, to which pesticides are being applied. Multiple treatment areas can be located within a single “pest management area.”

The “treatment area” includes the entire area, whether over land or water, where the pesticide application is intended to provide pesticidal benefits. In some instances, the treatment area will be larger than the area where pesticides are actually applied. For example, the treatment area for a stationary drip treatment into a canal should be calculated by multiplying the width of the canal by the length over which the pesticide is intended to control weeds. The treatment area for a lake or marine area is the water surface area where the application is intended to provide pesticidal benefits.

Upset – means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the operator.

(a) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.

(b) An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

Water Quality Impaired – See ‘Impaired Water’.

A.2 ABBREVIATIONS AND ACRONYMS

BMP – Best Management Practice

CFR – Code of Federal Regulations

CWA – Clean Water Act (or the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq)

EPA – U. S. Environmental Protection Agency

F.A.C – Florida Administrative Code

F.S. – Florida Statute

FDACS – Florida Department of Agriculture and Consumer Services

FFDCA – Federal Food Drug and Cosmetic Act

FIFRA – Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC 136 et seq.

FWC – Florida Fish and Wildlife Conservation Commission

IPM – Integrated Pest Management

NAICS – North American Industry Classification System

NOI – Notice of Intent

NOT – Notice of Termination

NPDES – National Pollutant Discharge Elimination System

ONRW – Outstanding National Resource Water

PDMP – Pesticide Discharge Management Plan

USGS – United States Geologic Survey

TMDL – Total Maximum Daily Load

WQS – Water Quality Standard

FIGURE 1
LOCATION OF PROJECT SITE

Figure 1. Rock Ponds Location Map



FIGURE 2
PROJECT SITE OVERVIEW

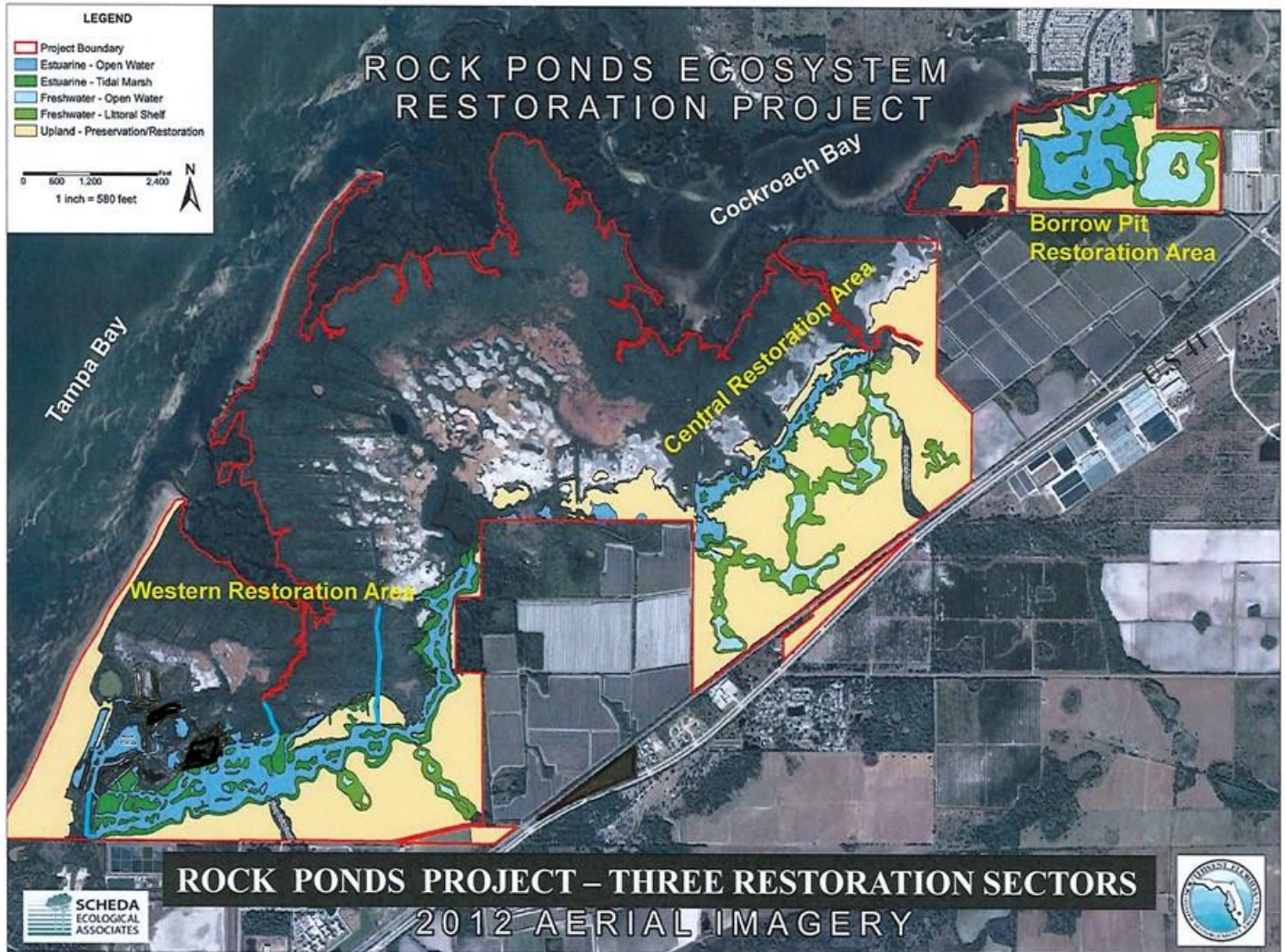


Figure 2. Rock Ponds Ecosystem Restoration Project Overview (Uplands + Wetlands)

**FIGURE 3
ACCESS GATE MAP**

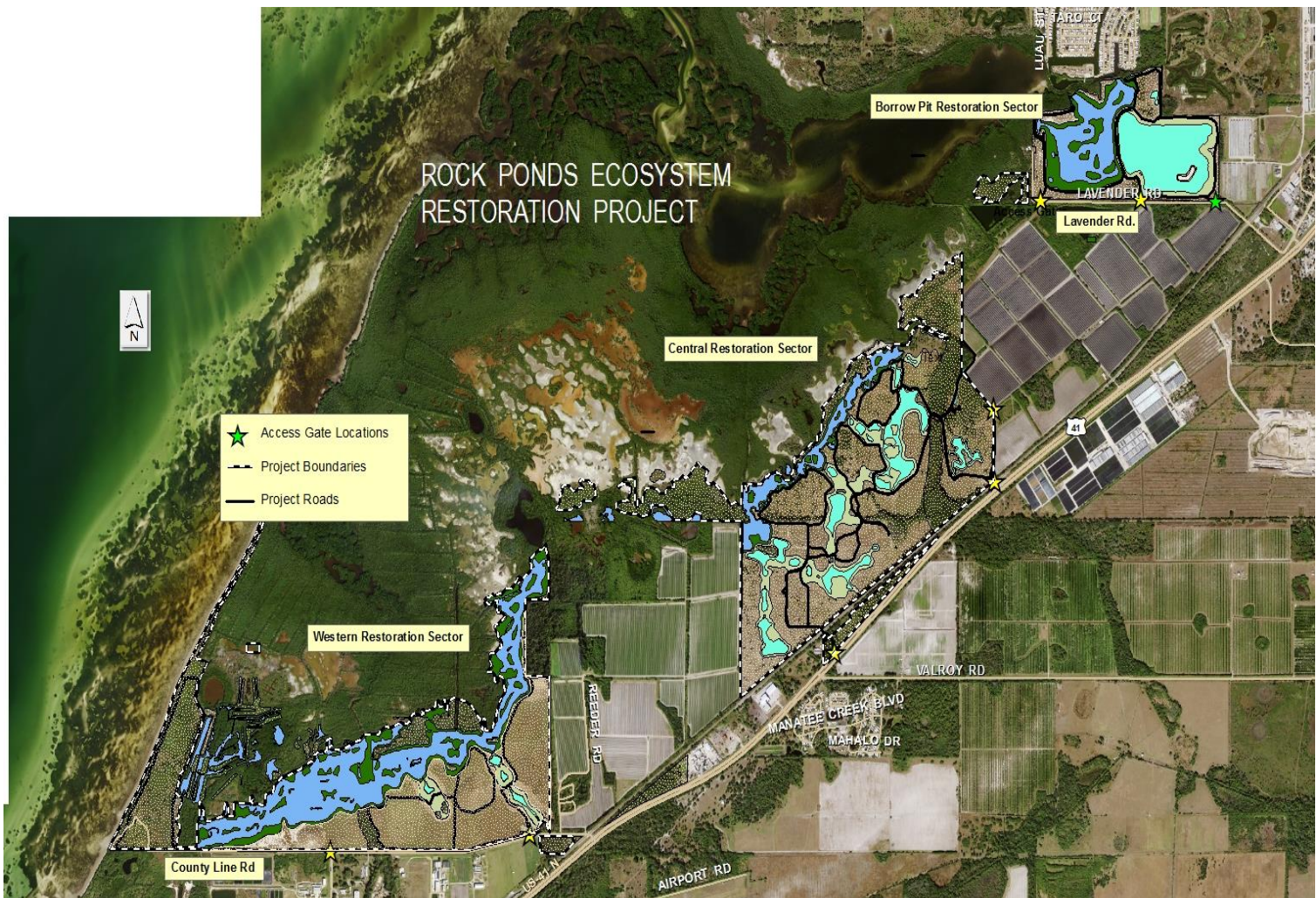
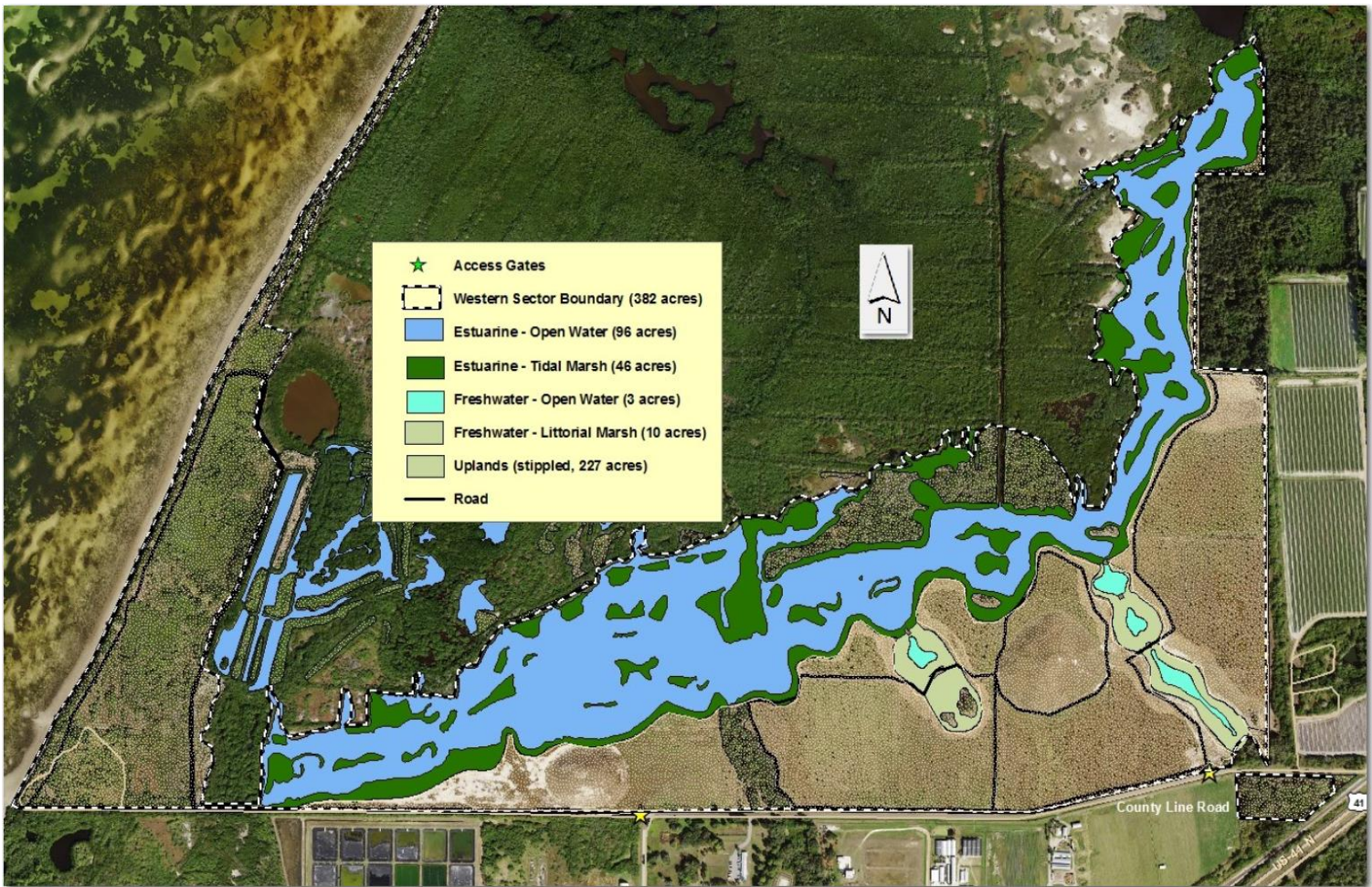
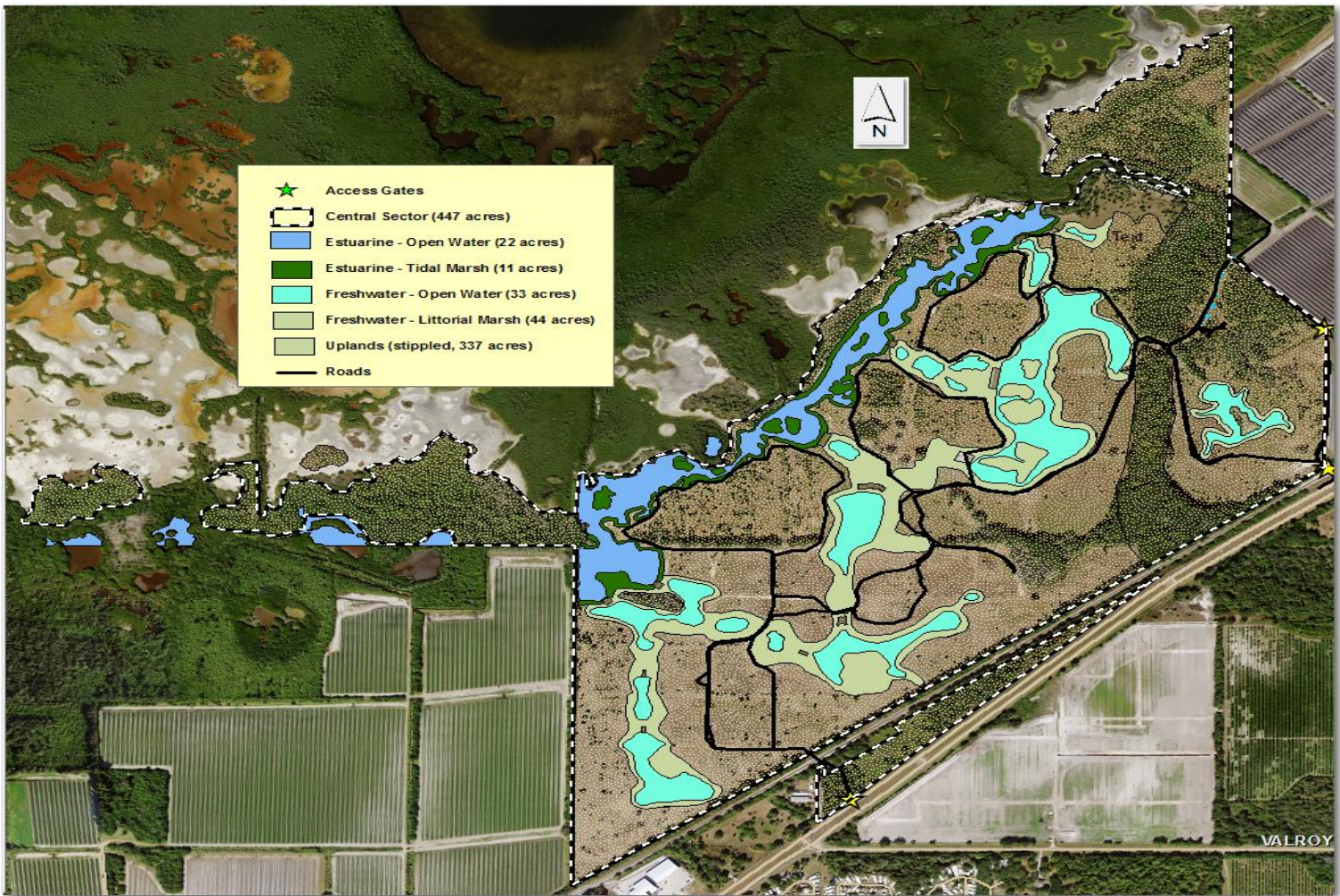


FIGURE 4
WESTERN RESTORATION SECTOR MAP



Western Sector Map Indicating Sector Boundaries, Habitat Types and Acreages. On the NW Side of the Estuarine Lagoon, Maintenance is Required Fifty Feet Past the Boundary Line if the Boundary Line is the Edge of the Lagoon.

FIGURE 5
CENTRAL RESTORATION SECTOR MAP



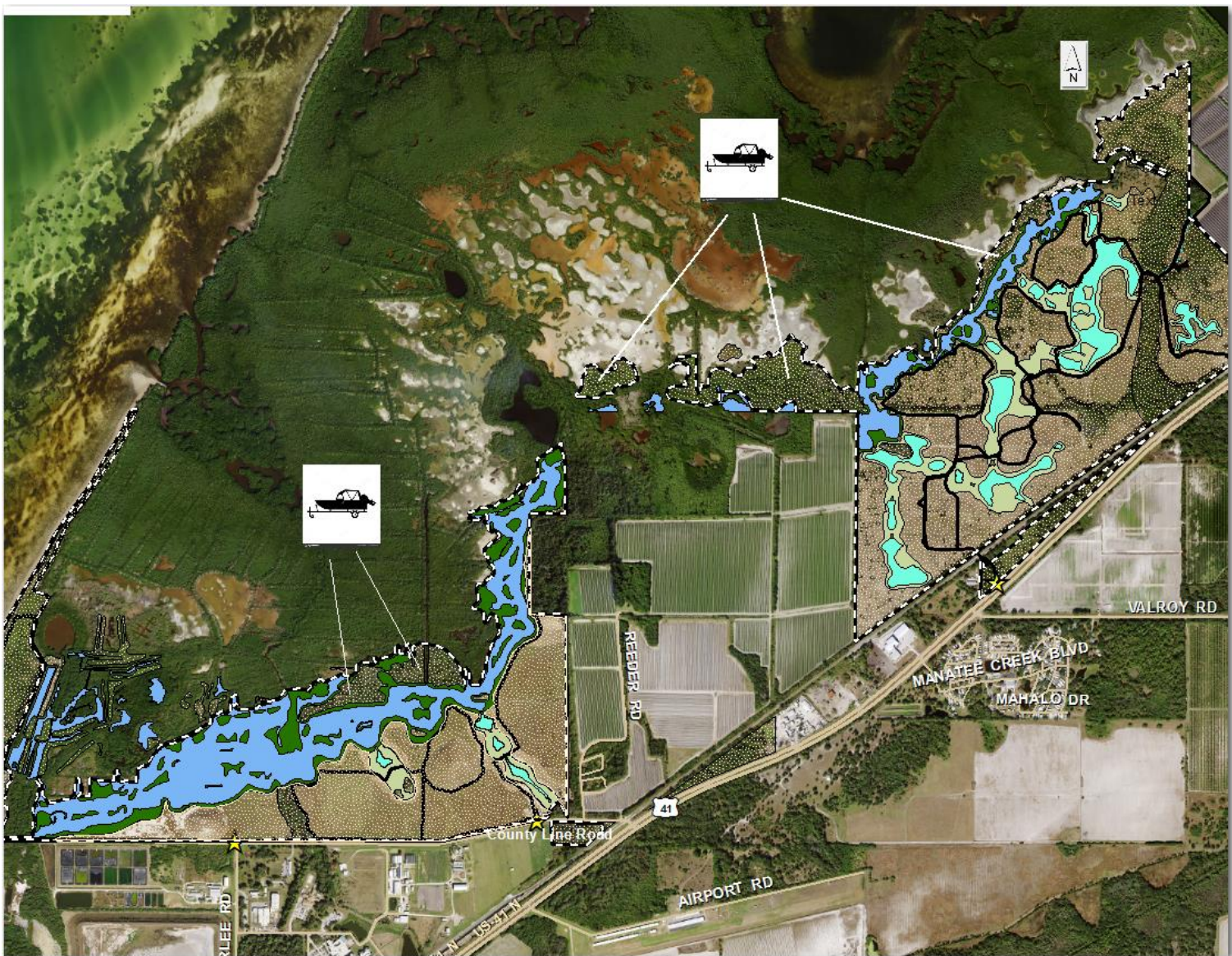
Central Sector Map Showing Sector Boundary, Habitat Types and Acreages. On the NW Side of the Estuarine Lagoon, Maintenance is Required Fifty Feet Past the Boundary Line if the Boundary Line is the Edge of the Lagoon.

**FIGURE 6
BORROW PIT SECTOR MAP**



Borrow pit sector showing sector boundary and habitat types.

FIGURE 7
SMALL BOAT ACCESS MAP



**TABLE 1
LIST OF NATIVE PLANTS**

Species	Common Name	Western Area	Central Area	Borrow Pit Area	Total
Wetland Species					
<i>Spartina alterniflora</i>	smooth cordgrass	113,333	25,982	44,640	183,955
<i>Spartina patens</i>	saltmeadow cordgrass	48,981	16,418	33,381	98,780
<i>Juncus roemerianus</i>	black needlerush	12,245	2,178	6,534	20,667
<i>Paspalum vaginatum</i>	seashore paspalum	63,223	16,418	33,280	120,303
<i>Spartina bakeri</i>	sand cordgrass	6,125	17,854	9,563	33,542
<i>Muhlenbergia capillaris</i>	muhly grass	6,125	17,854	9,563	33,542
<i>Cladium jamaicense</i>	sawgrass	6,848	12,101	11,063	30,012
<i>Schoenoplectus tabernaemontani</i>	softstem bulrush	7,318	31,174	5,901	44,393
<i>Eleocharis cellulosa</i>	Gulfcoast spikerush	7,318	31,174	5,531	44,023
<i>Schoenoplectus robustus</i>	saltmarsh bulrush	2,007	7,717	7,245	16,969
<i>Canna flaccida</i>	canna lily	2,007	10,002	7,245	19,254
<i>Cyperus odoratus</i>	fragrant flatsedge	2,007	7,717	7,245	16,969
<i>Nymphaea odorata</i>	water lily	564	6,838	127	7,529
<i>Sagittaria lancifolia</i>	arrowhead	3,894	25,123	0	29,017
<i>Pontederia cordata</i>	pickerelweed	3,894	25,123	370	29,387
<i>Panicum hemitomon</i>	maidencane	6,645	33,337	651	40,633
<i>Polygonum hydropiperoides</i>	smartweed	3,323	15,106	0	18,429
<i>Juncus effusus</i>	soft rush	1,108	6,279	0	7,387
Upland Species					
<i>Coccoloba uvifera</i>	seagrape				?
<i>Pinus elliottii</i> var. <i>densa</i>	Southern slash pine	473	5,050	1,678	7,201
<i>Pinus palustris</i>	longleaf pine	53	561	186	800
<i>Serenoa repens</i>	saw palmetto	1,345	14,364	4,778	20,487
<i>Morella cerifera</i>	wax myrtle				?
<i>Sabal palmetto</i> (TRANSPLANTS)	cabbage palm transplant	120	210	5	335
Total Planting Units					823,614

Native Plant Species Planted Throughout the Rock Ponds Restoration Project. These Species Shall Not Be Targeted for Control or Damaged by Control Efforts