

SUBMIT BID RESPONSES TO:

**PROCUREMENT OFFICE, BUILDING #4  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)  
BROOKSVILLE, FLORIDA 34604-6899  
TELEPHONE: (352) 796-7211 Ext. 4106; FAX: (352) 754-3497  
Email: [Rachelle.Jones@watermatters.org](mailto:Rachelle.Jones@watermatters.org)  
Posted: August 10, 2020**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Services and Materials required for Palm River Restoration Project – Phase II – East McKay Bay in Hillsborough County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials F.O.B. destination point at the Palm River Restoration Project – Phase II – East McKay Bay, in Hillsborough County, Florida.

**NON-MANDATORY PRE-BID CONFERENCE  
MANDATORY SITE INSPECTION**

In light of the Covid-19 pandemic, the District will have Virtual meetings to help accommodate the request of our Local and Federal Government Officials.

Tuesday, August 18, 2020  
10:00 a.m. Eastern time  
Southwest Florida Water Management District's  
Virtual Meeting

**[Join Microsoft Teams Meeting](#)**

<https://bit.ly/3fAVpio>

+1 786-749-6127 United States, Miami (Toll)

Conference ID: 128 305 904#

INTERNAL USERS: Please use headset and microphone to join meeting audio.

EXTERNAL USERS: Please dial toll # or use headset and microphone to join meeting audio.

Portions of the conference may be recorded; however, minutes of the conference will not be created.

Interested persons are strongly encouraged to attend the Pre-Bid Virtual Conference. Due to potential technical issues that may be encountered since the conference will be held virtually, attendance of the conference is not mandatory. However, the site inspection is MANDATORY. The purpose of the Pre-Bid Virtual Conference is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of this RFB. The purpose of the site inspection is to allow respondents to view and inspect the Palm River Restoration Project – Phase II – East McKay Bay Project site. Because the District considers the site inspection to be critical to understanding the bid requirements, representation at the site inspection is mandatory to qualify as a respondent. District staff will not be available for questions during the designated site inspection timeframes. Each respondent will be required to certify it attended a site inspection on the Bid Response Form.

In order to make the required site inspection, the site access gate will be open on August 18, 2020 between 12:00 pm and 3:30 pm and on August 19, 2020 between 9:00 am and 2:00 p.m. Access will be monitored but District staff will not take any questions at the site. Instructions and directions to the site's access point will be provided at the pre-bid conference. It is strongly recommended that attendees use 4x4 vehicles to access the Project site.

All Reference documents (Maps, Technical Specifications, Drawings, etc.) are available for review and download in PDF and CAD format at <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com).

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR BIDS NO. 2013  
PALM RIVER RESTORATION PROJECT  
PHASE II – EAST MCKAY BAY**

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REFERENCE DOCUMENTS – Available for download from the DemandStar and District Procurement websites (see paragraph 1.1)

Plans titled Palm River Restoration (W367) East McKay Bay Stormwater and Habitat Restoration Sites signed and sealed July 23, 2020 (filename: 20200722 PALM RIVER EAST MCKAY BAY PLANS.pdf)

Technical Specifications for Palm River Restoration East McKay Bay Stormwater and Habitat Restoration Sites (W367) dated July 2020 (filename: 20200806 PALM RIVER EAST MCKAY BAY TECH SPECS.pdf)

US Army Corps of Engineers Nationwide Permit Number 27 Authorization (filename: ACOE ReAuth W367.pdf)

Hillsborough County Environmental Protection Commission Authorization (filename: EPC Auth W367.pdf)

Florida Department of Environmental Protection (FDEP) General ERP Permit (filename: FDEP Permit W367.pdf)

Geotechnical Investigation at Sites H-5, H-6 and S-3B Palm River Restoration Project dated September 7, 2010 (filename: Geotech Report 2010.pdf)

Geotechnical Investigation for Palm River Restoration dated June 20, 2013 (filename: Geotech Report 2013)

## **PART I - INTRODUCTION**

- 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](http://www.demandstar.com). Persons/firms receiving solicitations from the District's Internet website are responsible to recheck the website for any changes or addenda.
- 1.2 **AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on 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 and 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; or email to [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (voice).
- 1.3 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will 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 should be presented in writing to [Rachelle.Jones@watermatters.org](mailto:Rachelle.Jones@watermatters.org), the address as stated in Paragraph 1.3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) business days prior to the bid opening. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible to check the websites listed in Paragraph 1.1 for the District's responses to the questions presented.
- 1.5 **BID RECEIPT AND OPENING.** One (1) signed hardcopy original, one (1) exact hardcopy and one (1) exact electronic Adobe portable document format file (.PDF) copy of all required response documents, including the Bid Response Forms (CD or USB flash drive) 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 **Tuesday, September 22, 2020** at 2:00 p.m. Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the bidder for a period of 120 days thereafter.

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Bid Opening for RFB 2013 Palm River Restoration Phase II – East McKay Bay Project. The Bid Opening will begin at 2:00 p.m. on September 22, 2020 and will end upon the conclusion of all responses being opened, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. To listen to the opening, click on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

### **[Join Microsoft Teams Meeting](#)**

<https://bit.ly/2C5BPNH>

+1 786-749-6127 United States, Miami (Toll)

Conference ID: 907 737 648#

INTERNAL USERS: Please use headset and microphone to join meeting audio.

EXTERNAL USERS: Please dial toll # or use headset and microphone to join meeting audio.

- 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. Persons/firms receiving the RFB from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.
- 1.7 **CANCELLATION.** The District reserves the right to cancel this RFB prior to bid opening 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, cancel the RFB, 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. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed. Bidders are responsible for all costs associated with the preparation of its bid.
- 1.8 **BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5 above 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 date and time of the bid 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 OPTIONAL ALTERNATIVE BID PROPOSALS.** N/A
- 1.13 REJECTION OF BID.** The District reserves the right to reject any and all bids, or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with this RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.14 RESPONSIVE/RESPONSIBLE.** In order to be deemed responsive, the bidder must possess either a Certified General Contractors or a Certified Underground Utility and Excavation Contractor license, at the time of bid submittal. At the time of submitting a bid response, the District requires that the bidder and its Key Subcontractors 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 RFB or fail to provide all required information, documents, or materials as provided in Part IV, 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 RFB, 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 contract. 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.
- 1.15 REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar scope, as may be more specifically described in Attachment 2.
- 1.16 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 without the District's prior approval.
- 1.17 BID TABULATION AND NOTICE OF AWARD.** Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watmatters.org/procurement>, and [www.demandstar.com](http://www.demandstar.com). The names of bidders and their prices (bid tabulations) will be announced at the public opening and will be available upon request to [Rachelle.Jones@watmatters.org](mailto:Rachelle.Jones@watmatters.org), in accordance with Section 255.0518, F.S. Bid recaps and bid tabulations will not be provided by telephone or fax. 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 day period.

The District will award the contract in accordance with Paragraph 5, Basis for Award of Contract.

- 1.17.1** The Notice of Intent to Award will be posted in the District's web site <http://www.watmatters.org/procurement>, at [http://www.demandstar.com/](http://www.demandstar.com) and 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.
- 1.17.2** Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment.
- 1.18 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.
- 1.19 EXECUTION OF CONTRACT.** By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the Sample Agreement attached as Attachment 11. Any changes offered by a bidder in a bid will not be considered by the District. 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. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond for the Construction Work, a Performance, Payment and Guaranty Bond for Site Maintenance, Certificate of Insurance, Progress Schedule and Schedule of Values to the District within ten (10) days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence Project work within ten (10) business days from the date indicated on the "Notice to Proceed" from 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 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. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, F.S., in the procurement of professional services required for the work.

## **PART II - GENERAL CONDITIONS**

### **2.1 DEFINITIONS**

- 2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder:** Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 **Construction Work:** The construction and restoration work component of the Project, excluding post construction vegetation maintenance services.
- 2.1.6 **Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal contract with the District to do the work as bid upon.
- 2.1.7 **Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Technical Specifications, Plans, Agreement, Referenced Attachments and Figures and all documents identified in Paragraph 1.19, Execution of Contract, including all reference documents.
- 2.1.8 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.9 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this Project is Janie Hagberg, P.E., SWIM Section.
- 2.1.10 **Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans.
- 2.1.11 **Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.12 **Notice of Award:** The official letter from the District announcing the successful bidder. Neither this award nor the response constitutes a contract with the District.
- 2.1.13 **Notice To Proceed:** The official letter from the District to the Contractor notifying the company that the contract has been executed and to proceed with the construction.
- 2.1.14 **Owner Direct Purchases:** N/A
- 2.1.15 **Person:** Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.16 **Plans or Drawings:** The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.17 **Principal:** When used in the Contract Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.18 **Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.19 **Site Maintenance:** The post-construction maintenance of all enhanced/restored/created wetland and upland habitats for a two (2) year period to ensure the success of these habitats.
- 2.1.20 **Subcontractor:** Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or in behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.

- 2.1.21 Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the engineer, as evidenced by engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the contract documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.22 Surety:** The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.23 Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.24 Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.
- 2.2 TERM.** The Agreement will be effective upon execution by both parties and will remain in effect for forty eight (48) months, unless amended in writing by the parties. The time period from the Notice to Proceed (NTP) to Substantial Completion shall be no more than one hundred fifty (150) days. Final completion shall be no more than thirty (30) days from Substantial Completion.
- 2.3 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.
- 2.4 RETAINAGE.** The District will hold back a retainage of ten percent (10%) of each invoice amount until the Project is fifty percent (50%) complete, thereafter, the District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bonds, utility charges, or post-construction Site Maintenance. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in this RFB.
- 2.4.1** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due 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. The District reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.
- 2.5 OWNER DIRECT PURCHASES.** N/A
- 2.6 FUEL COST ADJUSTMENT.** N/A
- 2.7 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.
- 2.8 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. A bidder's failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 11, Sample Agreement, Paragraph 7, Project Records and Documents, for additional details on the public record requirements.
- 2.9 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 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 submitting its bid, 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 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.

**2.10 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Contractor, 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.

**2.11 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. By submitting a bid, the Contractor warrants that it is not currently on a discrimination 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 issued as a result of the Agreement.

**2.12 EMPLOYMENT OF FLORIDA RESIDENTS.** In accordance with Section 255.099, F.S., the Contractor must give preference to the employment of Florida residents in the performance of the work on this Project if Florida residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. The Contractor must contact the Agency for Workforce Innovation ([www.floridajobs.org](http://www.floridajobs.org)) to post the Contractor's employment needs in Florida's job bank system. This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination amongst the citizens of the United States.

**2.13 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 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>.

**2.14 LOBBYING PROHIBITION.** Pursuant to Section 216.347, F.S., the Contractor is prohibited from using funds provided by the Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

**2.15 INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the District, its 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of 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 shall survive the expiration or termination of the Agreement.

**2.16 INSURANCE.** The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 11, Sample Agreement, Paragraph 16, Insurance Requirements and Exhibit "E" attached to the Sample Agreement, FDEP Grant Terms and Conditions, Paragraph 2. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District's Agreement Number.

**2.17 BONDING.**

**2.17.1 BID BOND.** Bidders will furnish a bid bond, cash, cashier's check or certified check with the bid response in the amount equal to five percent (5%) of their **PROJECT TOTAL BID AMOUNT** as a guarantee that the awarded bidder will enter into a contract with the District and furnish the required Performance and Payment Bond. (Sample is attached to this RFB).

**2.17.1.1** After the bids have been compared, the District may, at its discretion, return the bid bonds accompanying such bids as in its judgment would not likely be considered in making the contract award. All other bid bonds will be held until the contract and performance bond have been executed.

**2.17.2 PERFORMANCE, PAYMENT AND GUARANTY BOND.** Prior to the District's execution of the Agreement, a Performance, Payment and Guaranty Bond that conforms with Section 255.05, F.S., will be executed and recorded in the public records of Hillsborough County, by the Contractor. (Sample is attached to this RFB). The Contractor shall provide the District with a certified copy of the recorded bond.

- 2.17.2.1** The Performance, Payment and Guaranty Bond for the Construction Work (Attachment 10) must be for an amount not less than the total bid price for the Construction Work, including any Contingency and Allowance Amounts. The bond must remain in full force and effect through one (1) year following the District's final acceptance of the Construction Work. The cost of this bond will be included in the total price bid on the Bid Response Form.
- 2.17.2.2** The Performance, Payment and Guaranty Bond for the Site Maintenance (Attachment 17) must be for an amount not less than the total bid price for the Site Maintenance. This bond must remain in full force and effect through the District's final acceptance of the Site Maintenance. The cost of this bond will be included in the total price bid on the Bid Response Form.
- 2.17.2.3** The Bonds must be written through a surety company licensed to do business in the State of Florida that holds a Certificate of Authority as an acceptable surety on federal bonds (Department of Treasury's Listing of Approved Sureties, Department Circular 570).
- 2.17.2.4** In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, a bidder may substitute either cash, in the required amount (payable to the District's cashier), a certified or bank cashier's check from a national or state bank made payable to the District in the required amount, or an irrevocable letter of credit in the required amount.
- 2.17.2.5** If the amount of the Agreement increases after award of the contract, the District agrees to pay the Contractor for any bond premium increase it incurs, at the rate of incursion, if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation under this section is contingent upon the Contractor providing documentation evidencing said premium increase.
- 2.17.3** **POWER OF ATTORNEY.** Bid Bonds and Performance, Payment and Guaranty Bonds signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.
- 2.18** **ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES.** If archaeological artifacts are uncovered during construction, the Contractor must stop work in the area and promptly notify the District so that a course of action can be determined.
- 2.19** **TRENCH SAFETY ACT.** The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, F.S. The Contractor must complete and submit the Trench Safety Act Compliance Form (Sample Attachment #4), as part of the Contractor's bid package.
- 2.20** **VALUE ENGINEERING.** N/A.
- 2.21** **DRAWINGS AND SPECIFICATIONS.** The Contractor will be furnished drawings and technical specifications. The drawings which constitute a part of the bid documents are as indexed on the title sheet of the drawings.
- 2.21.1** The Contractor will keep one set of drawings and specifications on site and will maintain this set on site at all times. As construction progresses, the Contractor will note all deviations from the drawings and specifications on this set. Such deviations will be approved by the District and will include all changes in materials and equipment. The District will periodically check these drawings for completeness and accuracy and at the completion of the work these drawings will be used by the District as a guide in the preparation of permanent Record Drawings.
- 2.21.2** The District's interpretation of the drawings and/or specifications will be final. Large scale drawings supersede small scale drawings. Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items. All dimensions shown of existing work and all dimensions required for work that is to be connected with existing work will be verified by the Contractor by actual measurement of the existing work. Any work or variance with that specified or shown on the drawings will not be performed by the Contractor until approved in writing by the District. Any work performed by the Contractor without such approval from the District will be at its own risk and expense.
- 2.21.3** All drawings, specifications and copies thereof furnished by the District are the property of the District and are not to be used on other work; and with the exception of the signed contract set, are to be returned to the District at the request of the District upon the completion of the work.
- 2.22** **FAILURE TO COMPLETE THE WORK ON TIME.** The Contractor shall coordinate and work cooperatively with the District's Consultant as outlined in Figure 1 – Technical Specifications. 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.
- 2.22.1** Nothing in this Paragraph will be construed as limiting the right of the District to declare the 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 the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.



- 2.22.2** 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.
- 2.23** **LIQUIDATED DAMAGES.** The parties to the contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages for those items of damage not otherwise provided for by the contract, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed therefore shall be Eight Hundred Thirty Two Dollars (\$832.00) per calendar day. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted the Contractor and sureties for the Contractor shall be liable thereof. This paragraph shall survive the expiration or termination of the Agreement.
- 2.24** **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 Contract Documents; 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 Contract Documents; 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.
- 2.25** **MATERIALS, APPLIANCES, EMPLOYEES.** 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.
- 2.26** **TOOLS, PLANTS AND EQUIPMENT.** If at any time before the commencement or during the progress of the work, tools, plants 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 substitute new tools, plants 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.
- 2.27** **MATERIALS AND EQUIPMENT SCHEDULES.** As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed, which are not in accordance with the Agreement requirements, will be rejected.
- 2.28** **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. It is the District's intent to obtain a high quality job that will operate and function with least maintenance costs.
- 2.29** **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 Technical 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 or by the Surety.
- 2.30** **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.

**2.31 PERMITS AND REGULATIONS.** The District has obtained the following permits: Army Corps of Engineers #SAJ-2013-03249, expires March 18, 2022. Hillsborough County Environmental Protection Commission #56451 expires October 5, 2021. Florida Department of Environmental Protection #29-0322543-022-EG, expires March 12, 2025. The Contractor will be responsible for the County, City, and local permits. The Contractor will keep copies of these permits at the construction site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits. In addition, the Contractor shall apply for, and comply with the requirements of, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.

**2.31.1 National Pollutant Discharge Elimination System (NPDES) Permitting:** The Contractor will be solely responsible for submitting the State NPDES Notice of Intent (NOI) prior to commencing construction activity; all required monitoring during construction, and the submittal of Notice of Termination (NOT) within 14 calendar days from the date of final stabilization of the Project site. There is a \$250 or \$400 application processing fee associated with filing the State NOI for which the Contractor will be responsible for paying, depending on the area disturbed by construction activities. For disturbed areas greater than 1 acre, but less than 5 acres, the fee is \$250. For disturbed areas greater than 5 acres, the fee is \$400. Prior to submitting the NOIs, the Contractor will develop a stormwater pollution prevention plan (SWPPP) in accordance with Part V of the Florida Department of Environmental Protection's (FDEP'S) Generic Permit for "Stormwater Discharge from Large and Small Construction Activities," dated February 2015. A copy of the Generic Permit, along with the NOI and NOT forms, can be downloaded directly from the FDEP's web site at the following address:

[http://www.dep.state.fl.us/water/stormwater/npdes/permits\\_forms.htm](http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm)

**2.31.2** Notification forms for the NPDES submittal can be submitted on-line using the FDEP's Interactive Notice of Intent available at the following address:

<http://www.dep.state.fl.us/water/stormwater/npdes/>

**2.31.3** The Contractor will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, the Contractor will promptly notify the engineer in writing and any necessary changes will be adjusted as provided in the Agreement for changes in the work. If the Contractor performs work, knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the engineer, it will bear all costs arising therefrom.

**2.31.4** 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 FDEP'S federally-approved National Pollutant Discharge Elimination System (NPDES) Program.

**2.32 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. The 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 passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

**2.32.1** 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.

**2.33 CONSTRUCTION ACCESS.** The Contractor must access Palm River Restoration -Phase II – East McKay Bay project site via S. 12<sup>th</sup> Avenue, Tampa, Florida 33619 and the easements shown on the Plans. Upon completion of the Project, the Contractor will restore all disturbed roads and conform to all the conditions specified in the environmental permits issued for the Project.

**2.34 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.

**2.34.1** If the Contract Documents, 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.

**2.35 TESTS.** The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor will furnish two (2) copies of

manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Contractor will pay all costs for testing required, together with other changes incidental to testing.

- 2.36 RESIDENT SUPERINTENDENCE.** The Contractor will keep at the Project site a competent Resident Superintendent and any necessary assistants. Any personnel change in the Resident Superintendent will require the prior written consent of the District. The Resident Superintendent will represent the Contractor in his absence. The Resident Superintendent will give efficient supervision to the work using his or her best skill and attention. The Resident Superintendent requirements are provided in Attachment 2, Construction Contractor Qualification Requirements form, attached to this RFB and can only be substituted with another Resident Superintendent that meets the requirements of the Agreement as determined by the District
- 2.37 HOURS OF WORK.** Working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work hours must comply with local ordinances of Hillsborough County.
- 2.38 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).** The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the Project, and will be used as the basis of scheduling all work and for determination of contract progress payments. **The Progress Schedule will be submitted to the District for review and approval within ten (10) working days from notice of contract award. The Progress Schedule, once approved by the District, will become part of the Agreement.**

The Progress Schedule will contain a bar chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five (5) days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery and all quality or operational testing activities will be included.

The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. An unsupported or unreasonable allocation of the contract lump sum price to any one of the activities or work items will be justification for the rejection of the Schedule of Values. The Contractor will not submit an unbalanced Schedule of Values, which provides for overpayment to the Contractor on activities that are to be performed first. The Schedule of Values will be revised and resubmitted until acceptable to the District. The District will not enter into an Agreement with the Contractor until the Schedule of Values has been approved in writing by the District. Once the Schedule has been accepted by the District, the Contractor will honor prices contained in the Schedule of Values. The total sum of the individual values of the Schedule of Values for each of the activities will equal the total lump sum contract price

- 2.39 JESSICA LUNSFORD ACT.** The work may require the Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S., the Contractor's employees, agents and subcontractors that will enter school grounds must meet level 2 screening requirements as described in Section 1012.32, F.S. The Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to work commencement.
- 2.40 POTENTIAL FERAL HOG DAMAGE.** The District recognizes/acknowledges the presence of feral hogs on Project site. To address this, the District has employed a number of measures to control hog population on the site. There is however the possibility that hogs may cause damage to the newly graded surfaces and the newly installed wetland plant materials. The District will be responsible for paying the Contractor to repair hog damage, both to the ground surface and/or plant materials. During the maintenance/monitoring period, the Contractor will document hog damage to the site by taking photographs of the damage and submitting the photos to the District's PM for inspection. The District will determine, in its sole discretion, whether the damage on the property was caused by hogs, and if so, if the damage warrants corrective action. The Contractor will be paid for the additional earthwork or additional plant installation using additional funds.
- 2.41 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 III – SPECIAL CONDITIONS FOR STATE AND FEDERAL CONTRACTS**

- 3.1 FDEP GRANT PROVISIONS.** A portion of the funds allocated by the District for this Project, is provided through a grant with the Florida Department of Environmental Protection (FDEP). The FDEP is a pass-through entity for funds awarded by the RESTORE ACT Council for the Project. The FDEP grant flow-down provisions applicable to the Contractor are outlined in Exhibit "E" of the Sample Agreement.

- 3.2 **RESTORE ACT PROVISIONS.** As stated above, the FDEP is a pass-through entity for funds awarded by the RESTORE ACT Council for the Project. Accordingly, the District, as a Non-Federal Entity as defined by 2 CFR §200.69, must comply with the provisions outlined in Exhibit "F" of the Sample Agreement, where applicable.

The Southwest Florida Water Management District, as a pass-through entity of the RESTORE ACT funds, requires the Contractor to comply with the provisions outlined in Exhibit "F", and also requires the Contractor to pass on these requirements to all lower tier subcontractors or subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, the Contractor must include these requirements in all related subcontracts and/or sub-awards. The Contractor can include these requirements by incorporating Exhibit "F" in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Contractor shall assume the role of the Non-Federal Entity and the subcontractors or subrecipients shall assume the role of the Contractor.

#### **PART IV – SCOPE AND SPECIFICATIONS**

- 4.1 **SCOPE – CONSTRUCTION WORK SUBJECT TO DAVIS-BACON ACT.** The District is soliciting bids from Certified General Contractors or Underground Utility and Excavation Contractors to furnish and deliver, if and when ordered, to the District, all required services and materials necessary to accomplish the Palm River Restoration Project – Phase II – East McKay Bay as described in the drawings and RFB documents. This Construction Work portion of the Project consists of approximately 50 acres of earth work activity, construction of three stormwater treatment areas, and form a series of ditch blocks. The Project activities contained in this clause are all subject to Davis-Bacon Act requirements as outlined in Exhibit "F" (Section 4), including the payment of prevailing wages in accordance with the wage determination in Exhibit "G." This is a SWIM Program initiative project to restore functional habitat and provide stormwater treatment for waters discharging into McKay Bay. The Project site is located in Hillsborough County on lands owned by the District. The District entered into an access agreement with TECO that authorizes the Contractor to enter upon the land adjacent to the Project site. In accordance with the requirements of the TECO access agreement, the Contractor agrees to coordinate construction activities to ensure all safety, federal, state, and local requirements are met, including clearance considerations and the scheduling of transmission outages, if any, to minimize interruptions to transmission on the TECO's transmission facilities and to the Project work. The Contractor shall maintain a 75-foot buffer zone around each power pole. All documents within Part IV, Scope and Specifications, i.e. Maps, Technical Specifications, Drawings, etc. referencing the District's web site are available in PDF format for download at <http://www.watermatters.org/procurement>, and [www.demandstar.com](http://www.demandstar.com).
- 4.2 **SCOPE – SITE MAINTENANCE NOT SUBJECT TO DAVIS-BACON ACT.** In addition to the scope outlined above, an additional project activity consists of ongoing maintenance and servicing, which includes removal of exotic vegetation that is not subject to Davis-Bacon requirements. This Project activity will occur for a period of two (2) years after the completion of the project activities outlined in Scope 4.1 above.
- 4.3 **GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.** Refer to Reference Documents for General Requirements, Technical Specifications, and Measurement details.
- 4.4 **SURVEY CONTROL.** Horizontal and vertical survey control is referenced in the Plans. The Contractor will be responsible for the protection and preservation of survey benchmarks and reference points established by the District. The Contractor will be responsible for the cost of re-establishing survey control by the District and any mistakes that may be caused by the loss or disturbance of survey control.
- 4.5 **HERBICIDE APPLICATION.** All herbicide application must be supervised by a Florida pesticide applicator, licensed in the use of restricted use pesticides for aquatic pest control and natural area weed management. The Contractor shall comply with applicable governmental regulations, U.S. Environmental Protection Agency (EPA) product labels, and manufacturer's directions when handling, mixing, transporting, applying and disposing of herbicides. When herbicides are applied to, or near, surface waters under the Agreement, the Contractor must complete and submit the NPDES Pesticide General Permit Treatment Report (Attachment 12), to the District within fourteen (14) days of the treatment activity.

The Contractor must conduct spot checks in and around the area where herbicides 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 must be performed: i) during any post-application surveillance or efficacy check that the Contractor conducts, if surveillance or an efficacy check is conducted, ii) during any herbicides application, when considerations for safety and feasibility allow. Visual monitoring activities are to be reported to the District on the NPDES Pesticide General Permit Surveillance/Inspection Report (Attachment 13), within fourteen (14) days of the inspection.

If the Contractor observes or is otherwise made aware of an adverse incident, as defined in the Permit, resulting from a discharge of pollutants to surface waters of the state from a pesticide application by the Contractor, then the Contractor must notify the State Watch Office at 800-320-0519, in accordance with Part IV.C.3.(a) of the Permit (Twenty-Four Hour Adverse Incident Notification Form - Attachment 14). A copy of the report must be provided to the District. If required by Part IV.C.3.(b) of the Permit, a Thirty (30) Day Adverse Incident Written Report Form (Attachment 15) 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 identified adverse incident is not required in accordance with Part IV.C.3.(a) of the 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.

Records of equipment calibration, on behalf of the Contractor or the District, must be maintained (NPDES Pesticide General Permit Sprayer Calibration/Maintenance Documentation Form – Attachment 16). These records are to be maintained only by the entity performing the herbicides application activity and do not need to be submitted to the District.

- 4.6 **SIGNS.** The Contractor shall provide two 8-foot wide by 4-foot high signs with logos and verbiage provided by the District. The signs shall be constructed of high density ¾” exterior plywood, medium density ½” water-resistant board, or heavy duty 10mm coroplast. Signs must be mounted (one at each site) and braced with pressure-treated lumber as necessary and maintained and kept in presentable condition until the District’s accepts the Project. The signs must be in place prior to commencement of work. If painted, the paint must be exterior type enamel. All signs must have a white background with black lettering. The signs will be constructed and installed by the Contractor in a location approved by the District. The signs will acknowledge funding contributions from the Southwest Florida Water Management District, RESTORE Act Funds, Florida Department of Transportation and the Tampa Bay Environmental Restoration Fund.

## **PART V – BID RESPONSE**

5. **BASIS FOR AWARD OF CONTRACT.** The District will award the contract to the lowest responsive, responsible bidder. In determining the lowest bid, the District reserves the right to consider the base bid (Items 1 - 35 Attachment 1), which are listed in their order of priority, up to the amount of funding available to the District for this Project. 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 interests of the District. The District reserves the right to delete line items as required to meet budget limitations. 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.

5.1 **BID BOND.** Bidders will furnish a bid bond, cash, cashier’s check or certified check as required by this RFB.

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

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

5.4 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 5.4.1 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.

5.4.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Construction Contractor Qualification Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Trench Safety Act Compliance Form
- Attachment 5 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 - Bid Bond
- Attachment 7 - Public Entity Crimes Statement

5.4.2 Sample Forms referenced in this RFB:

- Attachment 8 – Affidavit/Final Release of Lien Affidavit
- Attachment 9 – Consent of Surety Company to Final Payment
- Attachment 10 – Performance, Payment and Guaranty Bond - Construction Work
- Attachment 11 – Sample Agreement
- Attachment 12 – NPDES Pesticide General Permit Treatment Report
- Attachment 13 – NPDES Pesticide General Permit Surveillance/Inspection Report
- Attachment 14 – NPDES 24 Hour Adverse Incident Notification
- Attachment 15 – NPDES 30 Day Adverse Incident Written Report
- Attachment 16 – NPDES Pesticide General Permit Sprayer Calibration/Maintenance Documentation Form
- Attachment 17 – Performance, Payment and Guaranty Bond – Site Maintenance
- Attachment 18 – Restore Council Financial Assistance Standard Terms and Conditions

# **Bid and Contract Forms Required with Bid Submission**

**ATTACHMENT 1  
 BID RESPONSE FORM  
 FOR  
 PALM RIVER RESTORATION - PHASE II – EAST MCKAY BAY  
 BID NUMBER RFB 2013**

The undersigned bidder agrees to furnish and to deliver as indicated, FOB destination point at the Palm River Restoration -Phase II – East McKay Bay in Hillsborough County, Florida, for the prices quoted thereon as follows:

Firm prices will be stated and include all packing, handling, shipping, transportation, travel charges and installation.

<b>BASE BID</b>				
<b>BID ITEM</b>	<b>DESCRIPTION/ENGINEER'S ESTIMATED QUANTITY</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>ITEM PRICE</b>
1	MOBILIZATION	1	LS	\$
2	TURBIDITY BARRIER / (340 LF)	1	LS	\$
3	STAKED SILT FENCE (TYPE III) / (12,000 LF)	1	LS	\$
4	SOIL TRACKING PREVENTION DEVICES / (2 TOTAL)	1	LS	\$
5	CLEARING AND GRUBBING	1	LS	\$
6	EXCAVATION	1	LS	\$
7	EMBANKMENT	1	LS	\$
8	6-INCH GEOWEB CELLULAR CONFINEMENT SYSTEM - (ROCK FILLED)	1	LS	\$
9	6-INCH GEOWEB CELLULAR CONFINEMENT SYSTEM - (CONCRETE FILLED)	1	LS	\$
10	8-INCH GEOWEB CELLULAR CONFINEMENT SYSTEM - (ROCK-FILLED)	1	LS	\$
11	MILL EXISTING ASPHALT (1" AVERAGE DEPTH)	1	LS	\$
12	12" LIMEROCK (LBR100)	1	LS	\$
13	SUPERPAVE ASPHALTIC CONCRETE	1	LS	\$
14	ENDWALL (CLASS I CONCRETE)	1	LS	\$
15	TYPE E DITCH BOTTOM INLET, <10' / (1 EA)	1	LS	\$
16	30-INCH RCP	1	LS	\$
17	42-INCH RCP	1	LS	\$
18	14"X23" ELLIPTICAL RCP	1	LS	\$
19	FLARED END SECTION (30") / (1 EA)	1	LS	\$
20	FLARED END SECTION (42") / (1 EA)	1	LS	\$
21	MITERED END SECTION (14"X23") / (2 EA)	1	LS	\$
22	SHEET PILE/CONCRETE WEIR STRUCTURE (S200) / (1 LS)	1	LS	\$
23	4" CONCRETE DITCH PAVEMENT, REINFORCED	1	LS	\$

24	RIPRAP - RUBBLE, DITCH LINING	1	LS	\$
25	SOD PASPALUM	1	LS	\$
26	HYDROSEEDING	1	LS	\$
27	TEMPORARY DEWATERING	1	LS	\$
28	WETLAND PLANTING	1	LS	\$
29	SELECTIVE NON-NATIVE VEGETATION REMOVAL /	1	LS	\$
30	HAND REMOVAL ONLY NON-NATIVE VEGETATION REMOVAL	1	LS	\$
31	WATER MAIN RELOCATION	1	LS	\$
32	YEAR 1 QUARTERLY MAINTENANCE	1	LS	\$
33	YEAR 2 QUARTERLY MAINTENANCE	1	LS	\$
34	UTILITY RELOCATION - CABLE/FIBER OPTIC (BY UTILITY COMPANY) ---- ALLOWANCE	1	LS	\$50,000.00
35	CONTINGENCY	1	LS	\$160,000.00

Base Bid - Sub-total: \$ \_\_\_\_\_

TOTAL LUMP SUM BID IN WORDS (Type or Clearly Print):

The remainder of this page intentionally left blank.





**ATTACHMENT 2  
CONSTRUCTION CONTRACTOR QUALIFICATION REQUIREMENTS  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

**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 within the last seven (7) years.
- Constructed value of at least four hundred thousand dollars (\$400,000).
- Similar in scope to this Project.

Required format for references 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. WORK CATEGORIES AND KEY SUBCONTRACTORS:**

Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories ("Key Subcontractors"). An English-speaking supervisor is required on-site for each Work Category shown below. List the name of the proposed subcontractor, or "Bidder" if the bidder will perform the work, after each work category:

- (1) earthwork construction \_\_\_\_\_
- (2) site work \_\_\_\_\_
- (3) structural concrete \_\_\_\_\_
- (4) hydric planting and establishment \_\_\_\_\_

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.

**C. LICENSES:**

The Bidder must identify the Certified General Contractor or the Certified Underground Utility and Excavation Contractor license to be used to acquire any permits. The General Contractor license must be active in the State of Florida at the time of bid. All subcontractors performing work requiring a specialty license must be licensed in the State of Florida. This includes but is not limited to paving, piping, concrete, electrical and mechanical trades, as well as any other earthwork contractor on the Bidder's team. Provide license information below for Bidder and all subcontractors identified herein.

<u>Classification</u>	<u>Issuing Government</u>	<u>License Issue Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**D. ORGANIZATION CHART:**

Bidder must provide an Organization Chart showing Bidder's Team (including the Project Manager, superintendent, foreman for each work category and key subcontractors) identifying specific responsibilities of Bidder and Key Subcontractors.

**E. MANAGER AND SUPERINTENDENT QUALIFICATIONS:**

Bidder must provide resumes of its Project Manager and Resident Superintendent listing qualifications, experience, education and training. The Project Manager and Resident Superintendent must have adequate experience, generally considered as a working project manager/ superintendent on a minimum of two (2) projects, similar in scope to this Project, within the past ten (10) years. Bidder must identify the proposed Resident Superintendent, or identify key individuals within the organization that possess the minimum qualifications who may be selected by Bidder to serve as this Project's Resident Superintendent, in Attachment 2. The Resident Superintendent can only be substituted with another Resident Superintendent that meets the requirements of this RFB as determined by the District.

ATTACHMENT 2 (Cont.)

**BIDDER SPECIFIC QUALIFICATIONS**

FOR

**PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

Bidder must provide a **minimum of three (3) references** that meet the requirements below.

**BIDDER**

Bidder must demonstrate Bidder's experience and expertise in successfully completing Projects that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided.

- Project at substantial completion within the last seven (7) years.
- Constructed value of at least four hundred thousand dollars (\$400,000).
- Similar in scope to this Project.

**REFERENCE FORMAT**

Bidder Name: \_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

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

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

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

Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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ATTACHMENT 2 Cont.

**WORK CATEGORY SPECIFIC QUALIFICATIONS  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

Bidder/Key Subcontractor must provide a **minimum of three (3) references** that meet the requirements below.

**EARTHWORK CONSTRUCTION**

Bidder must demonstrate Bidder's/Key Subcontractor's experience and expertise in the tasks provided below that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided.

- Earthwork projects involving site clearing, excavation, hauling, placing, grading and compacting similar in size and scope to this Project.
- Project at substantial completion within the last seven (7) years.

**REFERENCE FORMAT**

Bidder/Subcontractor Name: \_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

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

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

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

Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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**ATTACHMENT 2 (Cont.)**

**WORK CATEGORY SPECIFIC QUALIFICATIONS**  
**FOR**  
**PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY**  
**BID NUMBER RFB 2013**

Bidder/Key Subcontractor must provide a **minimum of three (3) references** that meet the requirements below.

**SITE WORK**

Bidder must demonstrate Bidder's/Key Subcontractor's experience and expertise in the tasks provided below that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided.

- Site work projects involving the installation of general stormwater system infrastructure, erosion and turbidity control, and general utility work (e.g. water lines and sanitary sewer line relocation or replacement) similar in size and scope to this Project.
  
- Project at substantial completion within the last seven (7) years.

**REFERENCE FORMAT**

Bidder/Subcontractor Name: \_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

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

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

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

Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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ATTACHMENT 2 (Cont.)

**WORK CATEGORY SPECIFIC QUALIFICATIONS**  
**FOR**  
**PALM RIVER RESTORATION -PHASE II – EAST McKAY BAY**  
**BID NUMBER RFB 2013**

Bidder/Key Subcontractor must provide a **minimum of three (3) references** that meet the requirements below.

**STRUCTURAL CONCRETE**

Bidder must demonstrate Bidder's/Key Subcontractor's experience and expertise in the tasks provided below that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided.

- Structural concrete projects involving formation of reinforced concrete in accordance with FDOT standards.
- Project at substantial completion within the last seven (7) years.

**REFERENCE FORMAT**

Bidder/Subcontractor Name: \_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

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

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

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

Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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**ATTACHMENT 2 (Cont.)**

**WORK CATEGORY SPECIFIC QUALIFICATIONS**  
**FOR**  
**PALM RIVER RESTORATION - PHASE II – EAST MCKAY BAY**  
**BID NUMBER RFB 2013**

Bidder/Key Subcontractor must provide a **minimum of three (3) references** that meet the requirements below.

**HYDRIC PLANTING AND ESTABLISHMENT**

Bidder must demonstrate Bidder's/Key Subcontractor's experience and expertise in the tasks provided below that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided.

- Hydric planting projects involving the establishment of freshwater planting projects of similar size and scope to this Project.
- Project at substantial completion within the last seven (7) years.

**REFERENCE FORMAT**

Bidder/Subcontractor Name: \_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

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

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

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

Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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**ATTACHMENT 3**  
**CERTIFICATION**  
**CLEAN AIR ACT/CLEAN WATER ACT**  
**FOR**  
**PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY**  
**BID NUMBER RFB 2013**

On behalf of \_\_\_\_\_, I certify that this company/facility is not  
(Name of Business)

on the EPA *Excluded Parties List System* concerning the Clean Air Act or the Clean Water Act. I further certify:

- 1) that we will not use any facility on the *Excluded Parties List System* in the performance of any nonexempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) that we will notify the DISTRICT if a facility we intend to use in the performance of the contract, grant, or loan is on the *Excluded Parties List System* or we know that it has been recommended to be placed on the *Excluded Parties List System*.
- 3) that in the performance of the contract, grant or loan, we will comply with all requirements of the CAA and the CWA, including the requirements of section 114 of the CAA and section 308 of the CWA, and all applicable clean air standards and clean water standards, See Federal Acquisition Regulations, 2 CFR 180; 2 CFR 1532, Subpart J, 48 CFR Part 9, Subpart 9.4.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date



**ATTACHMENT 4**

**TRENCH SAFETY ACT COMPLIANCE FORM  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

1. The bidder acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (hereinafter called the "Act") and the requirements established herein.
2. The bidder further acknowledges that the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project in regard to trench safety.
3. The bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The bidder will consider the geotechnical information available from the District, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the District is not obligated to provide such information, that bidder is not to rely solely on such information if provided, and that bidder is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$\_\_\_\_\_ per lineal foot.
6. The amount in Item 5 herein includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total:	\$ _____

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the District or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying with all applicable safety requirements.

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

**ATTACHMENT 5**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

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.

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)

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Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative                      Date

**ATTACHMENT 6**

**BID BOND  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

State of Florida

Know all men by these presents, that, \_\_\_\_\_ as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Southwest Florida Water Management District (District) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (five percent (5%) of the amount bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the principal has submitted the attached Bid, dated \_\_\_\_\_ for the \_\_\_\_\_. NOW, THEREFORE, if the principal shall not withdraw said Bid within one hundred twenty (120) days after date of opening thereof, and shall within ten (10) days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's RFB and the Respondent's Bid, with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and surety shall immediately pay the District upon demand the above sum as liquidated damages for the failure of said principal.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this day of \_\_\_\_\_, A.D., 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_  
Business Address \_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_  
Business Address \_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
(Corporate Principal or Company Name)

\_\_\_\_\_  
Business Address \_\_\_\_\_  
City/State/Zip Code

ATTEST:

\_\_\_\_\_  
Secretary BY: \_\_\_\_\_ (SEAL)  
Signature of Authorized Company Official

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address \_\_\_\_\_  
City/State/Zip Code

ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Signature of Surety Official, Title)

ATTACHMENT 7

PUBLIC ENTITY CRIMES STATEMENT  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013

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 287.133(1)(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(1)(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 287.133(1)(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 \_\_\_\_\_, 20\_\_\_  
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:

# **Sample Forms Referenced in this RFB**

**ATTACHMENT 8**

**AFFIDAVIT**

**FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

STATE OF FLORIDA

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared \_\_\_\_\_, who, after being first duly sworn, upon oath deposes and says that it has paid all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by \_\_\_\_\_ in connection with the construction of \_\_\_\_\_ have been paid in full or is recited as unpaid herein.

WITNESS:

\_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_



**ATTACHMENT 8 (Cont.)**  
**FINAL RELEASE OF LIEN**  
**FOR**  
**PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY**  
**BID NUMBER RFB 2013**

KNOWN TO ALL MEN BY THE PRESENTS, that \_\_\_\_\_

for and in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_)

by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby acknowledged, except the sum of \_\_\_\_\_ representing the total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its successors or assigned, all liens, lien right, claims or demands of any kind whatsoever which \_\_\_\_\_ now have/has or might have against the property, building, and improvements, on account of labor performed, material furnished, and for any incidental expense for the construction of \_\_\_\_\_.

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, \_\_\_\_\_ have hereunto set my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

OFFICER:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_

ATTACHMENT 9

CONSENT OF SURETY COMPANY TO FINAL PAYMENT  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013

PROJECT: PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY, HILLSBOROUGH COUNTY, FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: PALM RIVER RESTORATION -PHASE II – EAST McKAY BAY

CONTRACT DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_ SURETY COMPANY, on bond of

\_\_\_\_\_  
(name and address of Contractor)

The Surety Company, hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

\_\_\_\_\_  
(name and address of Owner)

OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

\_\_\_\_\_  
\_\_\_\_\_ the Surety

Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Surety Company

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

\_\_\_\_\_  
Signature of Authorized Representative

Seal:

\_\_\_\_\_  
Title

ATTACHMENT 10

PERFORMANCE, PAYMENT AND GUARANTY BOND – CONSTRUCTION WORK  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013

State of \_\_\_\_\_

Bond No. \_\_\_\_\_

County of \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ as Principal, whose principal business address and telephone number are \_\_\_\_\_, hereinafter referred to as "Principal," and \_\_\_\_\_ as Surety, a corporation duly existing and organized under the laws of the State of \_\_\_\_\_ having its home office in the City of \_\_\_\_\_ and licensed to do business in the State of Florida, whose current business address and telephone number are listed as \_\_\_\_\_, hereinafter referred to as "Surety," are held and firmly bound unto the Southwest Florida Water Management District, as Owner, whose address is 2379 Broad Street (U.S. 41 South), Brooksville, Florida, 34604-6899, and whose telephone number is (352) 796-7211, hereinafter referred to as the "District," in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), (contract price for "Construction Work" as that term is defined in the contract documents) as may be increased through contract modifications, for the payment of which the Principal and Surety bind themselves, their respective heirs, administrators, executors, personal representatives, successors and assigns jointly and severally.

WHEREAS the Principal entered into Agreement No. \_\_\_\_\_ with the District, for the Palm River Restoration – Phase II – East McKay Bay Project located in the County of Hillsborough, Florida and said Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions, deletions, and instruments attached together and made a part of said Agreement, hereinafter referred to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all necessary services, labor, materials and equipment necessary to completely perform, in a thorough and workmanlike manner, all Construction Work contemplated under said Agreement and in accordance with the terms of said Agreement, (*description of project improvements and address of project; owner's name and address if not District.*)

NOW, THEREFORE, in connection with the Construction Work, the conditions of this obligation are such that if the Principal:

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner prescribed in the Agreement;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of the work provided for in the Agreement;
- (iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement;
- (iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement; and,
- (v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement; and
- (vi) is not placed on the Scrutinized Companies that Boycott Israel List under Section 287.135, F.S., during the performance of the Agreement;

then this obligation shall be void, otherwise it remains in full force.

THE SURETY hereby agrees that any addition, deletion, alteration or modification of the Agreement, any extension of time for performance under the Agreement, any increase in price, and any other change in the Agreement, or any change in the terms and conditions of the Agreement, shall not in any way affect the obligations of the Surety on this Bond, and the Surety hereby expressly consents to, and waives notice of, any and all such change.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

- (i) Each and every person, natural and artificial, for whose benefits this Bond has been executed, as disclosed by the text of this Bond and of the Agreement shall have the same several rights of suit or action upon this Bond, as if he or they were the District herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons and of the District; provided that the notice requirements and time limitations of Section 255.05, Florida Statutes, as amended, are met;

(ii) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit;

(iii) In case of annulment or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal services, incidental to collecting losses to the District under this Bond; and

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

The effective date of this Performance, Payment and Guaranty Bond shall be concurrent with the effective date of the above referenced Agreement between the Principal and the District.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body or other legally binding authority.

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Print Name of Principal)

\_\_\_\_\_  
Secretary as to Principal

BY: \_\_\_\_\_  
Title:  
As authorized agent for Principal

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Print Name of Surety)

\_\_\_\_\_  
Secretary as to Surety

BY: \_\_\_\_\_  
Authorized Agent for Surety

Note: Surety must provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

If the Principal or Surety is a Corporation, the appropriate corporate seal must be affixed, and a Certificate of Corporate Principal attached.

**ATTACHMENT 11  
SAMPLE AGREEMENT**

AGREEMENT NO: \_\_\_\_\_

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY (W367)

This AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and \_\_\_\_\_, a corporation/individual, whose address is, \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to perform all work required for the Palm River Restoration – Phase II – East McKay Bay, in Hillsborough County, Florida, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

WHEREAS, the DISTRICT and the CONTRACTOR have agreed on the type and extent of services to be rendered by the CONTRACTOR and the amount and method of compensation to be paid by the DISTRICT to the CONTRACTOR for services rendered.

WHEREAS, DISTRICT funding for the PROJECT includes funds from the Golf Coast Ecosystem Restoration Council, CFDA No. 87.051, with Florida Department of Environmental Protection (FDEP), as the pass-through entity for the federal funds, the Florida Department of Transportation and the Tampa Bay Environmental Restoration Fund.

NOW THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

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 hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT 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 as set forth below: in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: Janie Hagberg, P.E.  
Southwest Florida Water Management District  
7601 U.S. 301 North  
Tampa, Florida 33637-6759

Project Manager for the CONTRACTOR: Project Manager Name  
Company Name  
Address  
City, State and Zip Code

Any changes to the above representatives or addresses must be provided to the other party in writing.

2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Project Manager is not authorized to approve any time extension, which will result in an increased cost to the DISTRICT, or which will exceed the expiration date set forth in the Contract Period Paragraph of this Agreement.

2.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the PROJECT Budget set forth in Exhibit "B." The authorization must be in writing, explain the reason for the adjustment, and be signed by DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the Compensation Paragraph of this Agreement.

3. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the CONTRACTOR agrees to perform the services, furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Bids 2013 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference, and Exhibit "B", CONTRACTOR'S Progress Schedule. Any changes to the Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of the Compensation Paragraph of this Agreement.

3.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3.2 The DISTRICT and the CONTRACTOR hereby recognize the specialized subcontractor expertise of (Enter Key Subcontractors), as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team requires prior written approval from the

DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by DISTRICT staff in accordance with the DISTRICT'S Signature Authority.

- 3.3 No acceptance or approval by the DISTRICT of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the DISTRICT to reject defective work or shall create any DISTRICT liability for the acts or omissions of these individuals or entities.
- 3.4 Change Orders may be issued by the DISTRICT Project Manager for additional work on an as needed basis for ancillary PROJECT services. The CONTRACTOR will provide a cost estimate and performance schedule for completing the Change Order. Upon approval of the cost estimate and performance schedule, the DISTRICT Project Manager will issue the CONTRACTOR a notice to proceed with the Change Order. The parties agree that payment for any such ancillary PROJECT services is budgeted as contingency and is not to exceed the contingency amount established by the DISTRICT. Prior to issuing a Change Order under this provision the DISTRICT Project Manager must document the reason for the Change Order and obtain written approval from all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority.

#### 4. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT agrees to pay the CONTRACTOR an amount not to exceed \_\_\_\_ Dollars (\$\_\_\_\_). Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted \_\_\_\_ Dollars (\$\_\_\_\_) in contingency funds for ancillary work that may be required, for a total Project Budget of \_\_\_\_ Dollars (\$\_\_\_\_). Payment will be made to the CONTRACTOR on a Fixed Price basis in accordance with the Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. Payment will be made 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 and with sufficient detail to satisfy audit reviews. If necessary, for audit purposes, the CONTRACTOR shall provide additional supporting information as required to document invoices. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

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

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process.

- 4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date

of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in the Agreement (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion (based upon the cost and performance schedule in the Agreement). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in the Disadvantaged Business Enterprises Paragraph of this Agreement). Invoices that do not conform with this paragraph will not be considered a proper invoice.

- 4.3 If an invoice does not meet the requirements of this 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 this 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 during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work 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 PROJECT 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 PROJECT 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 Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this 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 Palm River Restoration – Phase II – East McKay Bay Agreement between the Southwest Florida Water Management District and \_\_\_\_ (Agreement No. \_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved project budget."



- 4.7 The DISTRICT will hold back a retainage of ten percent (10%) of each invoice amount until the PROJECT is fifty percent (50%) complete, thereafter, the DISTRICT will hold back a retainage of five percent (5%) of each invoice amount. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit showing the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D".
- 4.8 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due 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 paragraph will survive the expiration or termination of this Agreement.

5. CONTRACT PERIOD.

This Agreement will be effective \_\_\_\_ and will remain in effect through \_\_\_\_, unless terminated, pursuant to the Default Paragraph or Termination Without Cause Paragraph of this Agreement below, or as amended in writing by the parties.

6. PERMITS AND REGULATIONS.

The CONTRACTOR will be responsible to secure any necessary permits for the Project from Hillsborough County or the City of Tampa. The DISTRICT has obtained the following permits: U.S. Army Corps of Engineers Nationwide Authorization, Florida Department of Environmental Protection General Permit and Hillsborough County Environmental Protection Commission Miscellaneous Activities in Wetlands. The CONTRACTOR will keep copies of these permits at the construction site(s) throughout the construction period. The CONTRACTOR will be responsible for complying with all conditions of the aforementioned permits. In addition, the CONTRACTOR shall apply for, and comply with the requirements of, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.

- 6.1 National Pollutant Discharge Elimination System (NPDES) Permitting: The CONTRACTOR will be solely responsible for submitting the State NPDES Notice of Intent (NOI) prior to commencing construction activity; all required monitoring during construction, and the submittal of Notice of Termination (NOT) within 14 calendar days from the date of final stabilization of the Project site. There is a \$250 or \$400 application processing fee associated with filing the State NOI for which the CONTRACTOR will be responsible for paying, depending on the area disturbed by construction activities. For disturbed areas greater than 1 acre, but less than 5 acres, the fee is \$250. For disturbed areas greater than 5 acres, the fee is \$400. Prior to submitting the NOIs, the CONTRACTOR will develop a stormwater pollution prevention plan (SWPPP) in accordance with Part V of the Florida Department of Environmental Protection's (FDEP'S) Generic Permit for "Stormwater Discharge from Large and Small Construction Activities," dated February 2015. A copy of

the Generic Permit, along with the NOI and NOT forms, can be downloaded directly from the FDEP's web site at the following address:

[http://www.dep.state.fl.us/water/stormwater/npdes/permits\\_forms.htm](http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm)

6.1.1 Notification forms for the NPDES submittal can be submitted on-line using the FDEP's Interactive Notice of Intent available at the following address:

<http://www.dep.state.fl.us/water/stormwater/npdes/>

6.2 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the Drawings and Specifications are at variance therewith, the CONTRACTOR will promptly notify the engineer in writing and any necessary changes will be adjusted as provided in the Agreement for changes in the work. If the CONTRACTOR performs work, knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the engineer, it will bear all costs arising therefrom.

6.3 The 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 IV, Scope and Specifications, pursuant to FDEP'S federally-approved National Pollutant Discharge Elimination System (NPDES) Program.

## 7. PROJECT RECORDS AND DOCUMENTS.

The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the CONTRACTOR shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this 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 five (5) years following completion of the PROJECT. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include and audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The CONTRACTOR and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

7.1 Each party shall allow public access to PROJECT 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 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.

7.2 **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 PUBLIC RECORDS CUSTODIAN by telephone at 352-796-7211, ext. 5555, by email at [RecordsCustodian@SWFWMD.state.fl.us](mailto: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.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

The CONTRACTOR will provide the DISTRICT with any and all data, reports, models, studies, maps or other documents resulting from the PROJECT at no cost to the DISTRICT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. The CONTRACTOR must submit all Permit records required under this Agreement to the DISTRICT for the DISTRICT'S compliance with its Permit requirements.

10. INDEMNIFICATION.

The CONTRACTOR agrees to defend, 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 attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of 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 provision shall survive the termination or expiration of this Agreement.

11. INSURANCE REQUIREMENT.

The CONTRACTOR must maintain during the entire term of this 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 this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. The limits of coverage under each policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under this Agreement. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

11.1 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:

Per Person	\$ 200,000
Per occurrence	\$1,000,000

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

Bodily Injury Liability per Person	\$ 200,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
or	
Combined Single Limit	\$ 500,000

11.3 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 this Agreement.

11.4 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. The Contractor and its insurance carrier, waives all subrogation rights against the Southwest Florida Water Management District, its officials, employees and volunteers for all losses or damages which occur during the contract period, whether the suit is brought during the

contract period or not. The District requires all policies to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

- 11.5 The CONTRACTOR must deliver to the DISTRICT, prior to commencing any work under this Agreement, a Performance, Payment and Guarantee bond which is satisfactory to the DISTRICT and equal to one hundred percent (100%) of the contract amount as set forth in the Bonding Requirements Paragraph of this Agreement.
- 11.6 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this 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. In such event, the CONTRACTOR shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- 11.7 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.

12. BONDING REQUIREMENTS.

Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guarantee Bond in the amount of \_\_\_\_ dollars (\$\_\_\_\_) (*Note: include construction costs and the contingency amount, exclude Site Maintenance costs*) as security for all the performance of the CONTRACTOR'S obligations for the Construction Work under this Agreement pursuant to the terms and conditions of Section 255.05, F.S. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect during the entire term of this Agreement, plus one (1) year from the date of acceptance of the PROJECT by the DISTRICT. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms of this Agreement which become apparent prior to the expiration of the bond. If the DISTRICT determines that any part of the PROJECT is defective and requires repair or replacement during the lifetime of the bond, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise correct the defect within ten (10) days from the date of receipt of such notice or such other time as provided in the notice, the DISTRICT has the option to have the work performed or furnished by others and the cost will be paid by the CONTRACTOR or its surety.

Additionally, prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guaranty Bond in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as security for the performance of all the CONTRACTOR'S obligations for Site Maintenance under this Agreement. The bond must be in a form and with sureties that are acceptable to the DISTRICT.

Any increase in the Agreement amount will require the CONTRACTOR to automatically increase the Performance, Payment and Guarantee Bonds, as appropriate, to equal the revised amount of the Agreement. The CONTRACTOR must provide the DISTRICT with evidence of same prior to commencing the additional work.

13. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. In the event of termination under this Paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the budget, and are allowed under this Agreement.

14. 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 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 thirty (30) days after receiving the Notice of Termination, this 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 this Agreement as set forth above. 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. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

15. RELEASE OF INFORMATION.

The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.

16. ASSIGNMENT.

Except as otherwise provided in this Agreement, the CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this 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.

17. 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.

18. EMPLOYMENT OF FLORIDA RESIDENTS.

In accordance with Section 255.099, F.S., the CONTRACTOR must give preference to the employment of Florida residents in the performance of the work on this PROJECT if Florida residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term substantially equal qualifications means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. The CONTRACTOR must contact the Agency for Workforce Innovation ([www.floridajobs.org](http://www.floridajobs.org)) to post the CONTRACTOR'S employment needs in Florida's job bank system. This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

19. EMPLOYMENT ELIGIBILITY VERIFICATION.

The CONTRACTOR agrees to enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program within ninety (90) days of the effective date of the Agreement. The CONTRACTOR must provide to the DISTRICT a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and agrees to make such record available to the Florida Department of Environmental Protection upon request. If the CONTRACTOR uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, 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>.

20. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this 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, and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the expiration or termination of this Agreement.

21. 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 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 this 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 provision shall survive the termination or expiration of this Agreement.

22. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this 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 provision 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 provision shall survive the termination or expiration of this Agreement.

23. DRUG-FREE WORKPLACE.

Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the DISTRICT with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.

24. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR.

25. 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 Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.

26. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

27. 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 the CONTRACTOR 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 this Agreement, 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 either of these lists occurs.

28. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, the CONTRACTOR warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. The CONTRACTOR further agrees to notify the DISTRICT if placement on this list occurs.

29. 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 Agreement, 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 this 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 this Agreement. The DISTRICT may immediately terminate this 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.

30. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

31. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

32. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the Exhibit "F", then to Exhibit "E", then to Exhibit "G", then to the DISTRICT'S RFB, then to Exhibit "B," then to Exhibit "C," then to the CONTRACTOR'S response to the RFB, and then to Exhibit "D."

Exhibit "A" - Special Project Terms and Conditions

Exhibit "B" - CONTRACTOR'S Progress Schedule

Exhibit "C" - CONTRACTOR'S Schedule of Values

Exhibit "D" - Sample Forms:

Affidavit

Final Release of Lien

Consent of Surety to Final Payment

Performance, Payment and Guaranty Bond

Exhibit "E" – FDEP Grant Provisions

Exhibit "F" – Restore Act Provisions

Exhibit "G" - Davis Bacon Act Wage Determinations

DISTRICT'S RFB #2013

CONTRACTOR'S response to RFB #2013

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

FULL NAME OF CONTRACTOR

By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY (W367)

## EXHIBIT "A"

## SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, 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 work on the PROJECT.
2. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. One Notice to Proceed will be issued by the DISTRICT as follows:
  - 6.1 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
  - 6.2 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the CONTRACTOR. Claims by the CONTRACTOR for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the DISTRICT. The CONTRACTOR'S sole remedy is an extension of time to complete the PROJECT to account for any such delay.
7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
  - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional

compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.

- 7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.
- 7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
8. The CONTRACTOR will at all times protect its work from damage and will protect the DISTRICT'S property against injury or loss arising in connection with this PROJECT. The CONTRACTOR will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the DISTRICT. The CONTRACTOR will protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The CONTRACTOR will, at all times, protect public and privately owned property in and around the PROJECT site, 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 the CONTRACTOR'S failure to provide such protection will be promptly repaired or restored at the sole expense of the CONTRACTOR.
9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the DISTRICT'S Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the CONTRACTOR is not grounds for initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.

The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.

10. If the CONTRACTOR is delayed at any time, in the progress of the work by an act of neglect of the DISTRICT, 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.
11. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if

CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.

12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the project site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with the Schedule of Values attached to Agreement.
16. The CONTRACTOR is as fully responsible to the DISTRICT for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as CONTRACTOR is for the acts and omissions or persons directly employed by CONTRACTOR. Prior to commencing work, the CONTRACTOR will provide the DISTRICT with a photocopy of all required licenses and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the DISTRICT.

17. The CONTRACTOR and the DISTRICT will develop a single list of items required to render the services purchased by the DISTRICT under this Agreement, complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching substantial completion according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion. The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
  - 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
  - 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.
18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

AGREEMENT NO. \_\_\_\_\_

EXHIBIT "B"

PROJECT SCHEDULE  
(Insert)



AGREEMENT NO. \_\_\_\_\_

EXHIBIT "C"

SCHEDULE OF VALUES  
(Insert)

EXHIBIT "D"  
SAMPLE FORMS  
(Insert)

## EXHIBIT "E"

FDEP GRANT AGREEMENT  
TERMS AND CONDITIONS**1. Performance Measures.**

The CONTRACTOR warrants that 1) the services will be performed by qualified personnel; 2) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; 3) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and 4) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the DISTRICT, for work done at the Project Site. The CONTRACTOR shall allow the DISTRICT and the Florida Department of Environmental Protection (FDEP) access to the Project Site to investigate or inspect to determine whether the services or qualifications offered by the CONTRACTOR meet the requirements of this Agreement and the Grant Agreement. Notwithstanding any provisions herein to the contrary, the DISTRICT'S written acceptance of a particular deliverable does not foreclose the DISTRICT'S remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**2. Insurance.**

- a. Insurance Requirements for Subcontractors. The CONTRACTOR shall require its subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The CONTRACTOR shall require all its subcontractors, if any, to make compliance with the insurance coverage of such types and terms and with such terms and limits as described in Paragraph 16, Insurance Requirements of this Agreement, a condition of all contracts with subcontractors that are related to this Agreement. The CONTRACTOR and its subcontractors must provide proof of insurance upon request.
- b. Deductibles. The DISTRICT and the FDEP shall be exempt from, and in no way be liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the entity providing insurance.

**3. Force Majeure.**

In case of any delay the CONTRACTOR believes is excusable, the CONTRACTOR shall notify the DISTRICT in writing of the delay or potential delay and describe the cause of the delay either (1) within seven days after the cause that creates or will create the delay first arose, if CONTRACTOR could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within three days after the date the CONTRACTOR first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the DISTRICT or the FDEP. The CONTRACTOR shall not be entitled to an increase in the Agreement price or payment of any kind from the DISTRICT or the FDEP for direct, indirect, consequential, impact

or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost.

**4. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The FDEP shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR or any of its subcontractors knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Grant Agreement. The CONTRACTOR shall be responsible for including this provision in all subcontracts with private organizations.

**5. Compliance with Federal, State and Local Laws.**

a. The CONTRACTOR and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The CONTRACTOR shall include this provision in all subcontracts.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

**6. Lobbying and Integrity.**

The CONTRACTOR agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of this Agreement, the CONTRACTOR may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding this Agreement. The CONTRACTOR shall comply with Sections 11.062 and 216.347, F.S.

**7. Record Keeping.**

The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The DISTRICT, the FDEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement for five (5) years following the completion date or termination of this Agreement. In the event that any work is subcontracted, the CONTRACTOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, the CONTRACTOR shall provide any type of information the Inspector General deems relevant to the CONTRACTOR'S integrity or responsibility. Such information may include, but shall not be limited to, the CONTRACTOR'S business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The CONTRACTOR shall retain such records for the longer of: (1) three years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**8. Audits.**

a. Inspector General. The CONTRACTOR understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review,

or hearing. The CONTRACTOR will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. FDEP personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. The CONTRACTOR shall provide access to any location or facility on which the CONTRACTOR is performing work, or storing or staging equipment, materials or documents;
  - ii. The CONTRACTOR shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. The CONTRACTOR shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The CONTRACTOR shall comply with the applicable provisions contained in Exhibit "C", Special Audit Requirements. The CONTRACTOR shall consider the type of financial assistance (federal and/or state) identified in Exhibit "C", Attachment 2, and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the CONTRACTOR shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the CONTRACTOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

#### **9. Independent Contractor.**

The CONTRACTOR is an independent contractor and is not an employee or agent of the DISTRICT or the FDEP.

#### **10. Third Parties.**

The DISTRICT and the FDEP shall not be deemed to assume any liability for the acts, failures to act or negligence of the CONTRACTOR, its agent, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the DISTRICT or the FDEP. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the DISTRICT consents to a subcontract, the CONTRACTOR will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement or the Grant Agreement.

#### **11. CONTRACTOR's Employees, Subcontractors and Agents.**

All CONTRACTORS' employees, subcontractors, or agent performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the CONTRACTOR shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of the FDEP and shall comply with all controlling laws and regulations relevant to the services they are providing under this Agreement.

## EXHIBIT "F"

## RESTORE ACT GRANT PROVISION

**2 CFR 200 APPENDIX 2 Requirements.**

1. Administrative, Contractual, and Legal Remedies. The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the CONTRACTOR materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.
  - i. Temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
  - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - iii. Wholly or partly suspend or terminate this Contract.
  - iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the CONTRACTOR from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the CONTRACTOR for noncompliance with the terms of this Agreement

2. Termination for Cause and Convenience. Termination for Cause and Convenience are addressed elsewhere in the Agreement.
3. Equal Opportunity Clause. The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

- iv. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis-Bacon Act. The CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") for project activities outlined in the scope of this agreement as subject to Davis-Bacon Act requirements. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor outlined in Exhibit G. For contracts entered into pursuant to competitive bidding procedures, any modifications to this wage determination (Exhibit G) posted no less than 10 days before the opening of bids [September 22, 2020] is effective.

In addition, contractors must pay wages not less than once a week. The CONTRACTOR must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each CONTRACTOR or subcontractor must be prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act. The CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387). If the Agreement is in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689). The CONTRACTOR certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the CONTRACTOR shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: [https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).



10. Procurement of Recovered Materials. The CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

Record Retention. The CONTRACTOR must maintain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report of the subaward or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

11. Disposition of Assets. The CONTRACTOR must request disposition instructions at the closeout of the prime award when original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions.

#### **Administrative Requirements**

12. General Federal Regulations. CONTRACTORS shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 et sequence.

13. Rights to Patents and Inventions Made Under a Contract or Agreement. Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175). CONTRACTORS, their employees, subcontractors under this award, and subcontractor's employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

15. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234). CONTRACTORS must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires CONTRACTORS in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

16. Water Resources Reform and Development Act (WRRDA) P.L. 113-121. CONTRACTORS must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

17. Whistleblower Protection. CONTRACTORS shall comply with U.S.C. §4712, Enhancement of CONTRACTORS and Subcontractor Employee Whistleblower Protection. This requirement applies

to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award CONTRACTOR employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- ii. CONTRACTORS, their subcontractors, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- iii. The CONTRACTOR shall insert this clause, including this paragraph (iii), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (iii) in any subawards and contracts awarded prior to the effective date of this provision.

18. Notification of Termination (2 CFR § 200.340). In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the CONTRACTOR'S or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the CONTRACTOR of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the CONTRACTOR'S rights upon termination and following termination.

19. Additional Lobbying Requirements.

- i. The CONTRACTOR certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the CONTRACTOR is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**Compliance with Assurances**

20. Assurances. CONTRACTORS shall comply with any and all applicable assurances made by Southwest Florida Water Management District or the FDEP during the Grant application process.

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. CONTRACTORS shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321(b).

### **Federal Reporting Requirements**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is <https://www.usaspending.gov/#/>. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

### **RESTORE Council-Specific**

22. CONTRACTORS shall certify the following in compliance with the RESTORE Act 31 CFR § 34.802:

- i. The CONTRACTOR certifies that each activity funded under this Agreement has been designed to plan for or undertake activities to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast Region.
- ii. The CONTRACTOR certifies that each activity funded under this Agreement is designed to carry out one or more of the eligible activities for this component.
- iii. The CONTRACTOR certifies that each activity funded under this Agreement was part of a plan made available for public review and comment in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, and that the activity was selected after consideration of meaningful input from the public, as described in the grant application.
- iv. The CONTRACTOR certifies that each activity funded under this Agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 CFR part 34.
- v. The CONTRACTOR certifies that this recipient has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. This recipient agrees that it will not request funds under this award for any contract unless this certification remains true and accurate.
- vi. The CONTRACTOR certifies that a conflict of interest policy is in effect and covering each activity funded under this Agreement.
- vii. The CONTRACTOR makes each of these certifications based on their personal knowledge and belief after reasonable and diligent inquiry, and affirms that this recipient maintains written documentation sufficient to support each certification made above, and that this recipient's compliance with each of these certifications is a condition of this recipient's initial and continuing receipt and use of the funds provided under this Agreement.

For all other RESTORE Act requirements, CONTRACTORS shall please read Attachment 1 to comply with the RESTORE Council Financial Assistance Standard Terms and Conditions, which is incorporated by reference and available at: <https://restorethegulf.gov/sites/default/files/RESTORE%20Council%20STCs%20Final%208-18-2015.pdf>.

23. RESTORE Act-Specific Remedy for Noncompliance. If the Council determines that the CONTRACTOR has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury (“Treasury”), will make no additional payments to the CONTRACTOR from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the CONTRACTOR has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the CONTRACTOR to expend an equal amount from the CONTRACTOR’S own funds for an activity that meets the requirements of the RESTORE Act. See 33 U.S.C. § 1321(t)(1)(G) and (H), and see 31 C.F.R. §34.804 “Noncompliance.”
24. The Southwest Florida Water Management District shall have the right to demand a refund, either in whole or part, of the funds provided to the CONTRACTOR for noncompliance with the terms of this Agreement.

EXHIBIT "G"

Davis Bacon Act Wage Determinations

General Decision Number: FL20200116 01/03/2020

Superseded General Decision Number: FL20190116

State: Florida

Construction Type: Heavy

County: Hillsborough County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020

\* ELEC0915-003 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 30.01	39%+0.35

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ENGI0925-010 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below.....	\$ 29.61	11.50
Drill.....	\$ 29.61	11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.....	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....	\$ 31.61	11.50
Oiler.....	\$ 22.91	11.50

IRON0397-006 07/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	16.47

LABO0517-002 05/01/2017

	Rates	Fringes
LABORER: Grade Checker.....	\$ 19.20	7.85

PAIN0088-008 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	11.28

SUFL2009-155 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER.....	\$ 14.77	3.50
LABORER: Common or General.....	\$ 10.06	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.33	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 16.00	0.00
OPERATOR: Bulldozer.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 17.00	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers



Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**ATTACHMENT 12  
FOR  
PALM RIVER RESTORATION -PHASE II – EAST MCKAY BAY  
BID NUMBER RFB 2013  
National Pollution Discharge Elimination System  
Pesticide General Permit  
Treatment Report  
(One water body/project per form)**

District Program (circle one) OPS SWIM ENV LND

Record # \_\_\_\_\_  
(entered by District)

Company Name \_\_\_\_\_ Applicator \_\_\_\_\_

Water Body/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 organisms<sup>1</sup> \_\_\_\_\_

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

<sup>1</sup> 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 13  
FOR  
PALM RIVER RESTORATION -PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013  
National Pollution Discharge Elimination System  
Pesticide General Permit  
Surveillance/Inspection Report<sup>1</sup>**

District Program (circle one) OPS SWIM ENV LND

Record # \_\_\_\_\_  
(entered by District)

Company Name \_\_\_\_\_ Inspector \_\_\_\_\_

Water Body/Project Name \_\_\_\_\_

Treatment Area Description \_\_\_\_\_

Targeted Plant(s) \_\_\_\_\_

Inspection Date(s) \_\_\_\_\_

Inspection Type/Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Findings \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> 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 14  
 FOR  
 PALM RIVER RESTORATION -PHASE II – EAST McKAY BAY  
 BID NUMBER RFB 2013

**TWENTY-FOUR (24) HOUR ADVERSE INCIDENT NOTIFICATION**

As reported to the State Watch Office by telephone at (800) 320-0519

Reported by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Operator's name, address, phone \_\_\_\_\_  
 (if different from caller) \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Water body affected (if any) \_\_\_\_\_

Description of the Adverse Incident \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 EPA pesticide registration number for each product applied to area \_\_\_\_\_  
 \_\_\_\_\_

Description of corrective measures \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Other persons or agencies contacted \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ATTACHMENT 15  
FOR  
PALM RIVER RESTORATION -PHASE II – EAST MCKAY BAY  
BID NUMBER RFB 2013

**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 \_\_\_\_\_  
*(summary of test results to be supplied to Department within five (5) days of availability)*

Justification for claiming Adverse Incident was not caused by pesticide exposure (if applicable)  
\_\_\_\_\_  
\_\_\_\_\_

Planned preventative procedures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT 16  
FOR  
PALM RIVER RESTORATION -PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013

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 17

PERFORMANCE, PAYMENT AND GUARANTY BOND FOR SITE MAINTENANCE  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013

State of \_\_\_\_\_

Bond No. \_\_\_\_\_

County of \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ as  
Principal, whose principal business address and telephone number are  
\_\_\_\_\_, hereinafter referred to as  
"Principal," and \_\_\_\_\_ as Surety, a corporation duly  
existing and organized under the laws of the State of \_\_\_\_\_ having its home office in  
the City of \_\_\_\_\_ and licensed to do business in the State of Florida, whose current  
business address and telephone number are listed as

\_\_\_\_\_, hereinafter referred to as "Surety,"  
are held and firmly bound unto the Southwest Florida Water Management District, as Owner, whose  
address is 2379 Broad Street (U.S. 41 South), Brooksville, Florida, 34604-6899, and whose telephone  
number is (352) 796-7211, hereinafter referred to as the "District," in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) (contract price for "Site  
Maintenance" as that term is defined in the contract documents) as may be increased through contract  
modifications, for the payment of which the Principal and Surety bind themselves, their respective heirs,  
administrators, executors, personal representatives, successors and assigns jointly and severally.

WHEREAS the Principal entered into Agreement No. \_\_\_\_\_ with the District, for the \_\_\_\_\_  
\_\_\_\_\_ Project located in the County of \_\_\_\_\_, Florida and said  
Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions,  
deletions, and instruments attached together and made a part of said Agreement, hereinafter referred  
to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all  
necessary services, labor, materials and equipment necessary to completely perform, in a thorough  
and workmanlike manner, all Site Maintenance work contemplated under said Agreement and in  
accordance with the terms of said Agreement, to (description of project improvements and address of  
project; owner 's name and address if not District).

NOW, THEREFORE, in connection with the Site Maintenance work, the conditions of this obligation  
are such that if the Principal:

(i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this  
Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner  
prescribed in the Agreement;

(ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes,  
supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of  
the work provided for in the Agreement;



**ATTACHMENT 17 (Cont.)**

**PERFORMANCE, PAYMENT AND GUARANTY BOND FOR SITE MAINTENANCE  
FOR  
PALM RIVER RESTORATION - PHASE II – EAST McKAY BAY  
BID NUMBER RFB 2013**

(iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement;

(iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement;

(v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement; and

(vi) is not placed on the Scrutinized Companies that Boycott Israel List under Section 287.135, F.S., during the performance of the Agreement;

then this obligation shall be void, otherwise it remains in full force.

THE SURETY hereby agrees that any addition, deletion, alteration or modification of the Agreement, any extension of time for performance under the Agreement, any increase in price, and any other change in the Agreement, or any change in the terms and conditions of the Agreement, shall not in any way affect the obligations of the Surety on this Bond, and the Surety hereby expressly consents to, and waives notice of, any and all such change.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

(i) Each and every person, natural and artificial, for whose benefits this Bond has been executed, as disclosed by the text of this Bond and of the Agreement shall have the same several rights of suit or action upon this Bond, as if he or they were the District herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons and of the District; provided that the notice requirements and time limitations of Section 255.05, Florida Statutes, as amended, are met;

(ii) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit;

(iii) In case of annulment or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal services, incidental to collecting losses to the District under this Bond; and

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

The effective date of this Performance, Payment and Guaranty Bond shall be concurrent with the District's acceptance of the Construction Work.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body or other legally binding authority.

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Print Name of Principal)

\_\_\_\_\_  
Secretary as to Principal

BY: \_\_\_\_\_

Title:  
As authorized agent for Principal

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Print Name of Surety)

\_\_\_\_\_  
Secretary as to Surety

BY: \_\_\_\_\_

Authorized Agent for Surety

Note: Surety must provide evidence of signature authority, i.e., a certified copy of Power of Attorney

If the Principal or Surety is a Corporation, the appropriate corporate seal must be affixed and a Certificate of Corporate Principal attached.