

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS # 22-3974
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES**

**SUBMIT PROPOSALS TO:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM**

**DIRECT INQUIRIES TO: Celeste Larisey, Procurement Specialist
TELEPHONE: (352) 505-2970
Email: procurement@watermatters.org
Posted: October 13, 2023**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Respondents to provide **well construction services to install one (1) Lower Floridan Aquifer below middle confining unit I monitor well at the Thornhill Ranch well site**. These services and materials are more specifically described in this Request for Bids (RFB). The successful Respondent will deliver the required services and materials and render the required goods/services free on board (FOB) destination point at the Thornhill Ranch well site located in Davenport, Polk County, Florida.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

November 1, 2023

11:00 a.m. Local Time

Southwest Florida Water Management District's
Thornhill Ranch Monitor Well Site

Hilochee Osprey Unit

Home Run Boulevard

Haines City, Florida

Section/Township/Range: S24/T26S/R26E

Latitude: 28° 12' 49.9" N

Longitude: 81° 39' 31.0" W

All interested parties are required to be represented at the MANDATORY pre-bid conference and the MANDATORY site visit. The purpose of this conference is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the bid document and to view the Thornhill Ranch Project Site. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the pre-bid conference and the site visit is MANDATORY to qualify as a respondent. Minutes of the conference and site visit will not be created.

A MANDATORY site visit at the Thornhill Ranch Project Site will immediately follow the pre-bid conference.

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

THE DISTRICT ONLY RECEIVES BIDS THROUGH DEMANDSTAR AT WWW.DEMANDSTAR.COM.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #22-3944
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES**

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

PART I - INTRODUCTION

- 1.1 INTERNET AVAILABILITY.** District solicitations, reference documents (unless exempt and/or confidential), addenda and questions and answers (Q&As) are available for review and may be downloaded via DemandStar at www.demandstar.com and on the District's website at <http://www.watermatters.org/procurement>.
- 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, services, or activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, at 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, or 1-800-423-1476 (FL only); or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.
- 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 Respondent at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions should be presented in writing to the Procurement Services Office at procurement@watermatters.org for receipt no later than **5:00 p.m.** local time on November 10, 2023. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1, Internet Availability for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** The bid opening will be public, at 2:00 p.m. December 5, 2023. It is the bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. Respondents must submit one (1) complete response package electronically through www.demandstar.com. Instructions on how to submit documents are included with this solicitation. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Responses will remain binding upon the Respondent for a period of ninety (90) days thereafter.

The District may make an award within ninety (90) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within ninety (90) days, the responses shall remain firm until either the District awards the contract or the District receives written notice from a Respondent that its response is withdrawn.

By submitting a response, the Respondent agrees to all the terms and conditions of this RFB. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response will constitute the Respondent's acknowledgement of all terms and conditions of this RFB and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFB, the Respondent MUST submit its request under the procedure set forth in Section 1.4, Questions. Respondents are responsible for all costs associated with the preparation of its bid.

TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/ TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually and will begin at 2:00 p.m. on December 5, 2023. Respondents may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:

Join on your computer, mobile app or room device

<https://bit.ly/403THPP>

Or call in (audio only)

**[+1 786-749-6127](tel:+17867496127), 499704177# United States, Miami
Phone Conference ID: 499 704 177#**

- 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 websites for any changes or addenda related to this RFB.

- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on DemandStar. 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 Demandstar platform. No respondents 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. Respondents are responsible for all costs associated with the preparation of its bid.
- 1.8 BID WITHDRAWAL.** Bids may be withdrawn at any time prior to the bid opening.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the Respondent must electronically sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the Respondent must be initialed.
- 1.10 CONTRACT PRICE BID.** The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The contract will include both fixed cost and unit cost pay items for the project work; however, the total project cost will not exceed the total bid amount as indicated on the Bid Response Form. The total bid amount 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.
- 1.11 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 the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.12 RESPONSIVE/RESPONSIBLE.** In order to be deemed responsive, the Respondent must possess a Certified Florida Water Well Contractors license, at the time of Respondent submittal. At the time of submitting a bid response, the District requires that the Respondent and its subcontractors be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the bid, to require a Respondent 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 Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.
- 1.13 REFERENCES.** The Respondent must provide at least three (3) references who can verify Respondent's qualifications and past performance record on projects of similar scope, as may be more specifically described in Attachment 3, Contractor Qualification Requirements.
- 1.14 LISTING OF SUBCONTRACTORS.** The Contractor may subcontract services. The Contractor must provide written notice to the District before subcontractors perform any Project work.
- 1.15 BID TABULATION AND NOTICE OF INTENT.** Bid recaps (listing the names of Respondents 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.watermatters.org/procurement>, and www.demandstar.com. The names of Respondents and their prices (bid tabulations) will be announced at the public opening and will be available upon request to procurement@watermatters.org, in accordance with Section 255.0518, Florida Statutes. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), Florida Statutes, all bids submitted will be subject to review as public records thirty (30) calendar days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day.

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

1.15.1 The Notice of Intent will be posted on the District's web site <http://www.watermatters.org/procurement>, and <http://www.demandstar.com/>.

1.15.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment.

1.16 BID PROTESTS. Any Respondent 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, Florida Statutes. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- 1.17 EXECUTION OF CONTRACT.** By submitting a bid, the Respondent agrees to all the terms and conditions of this RFB. Any changes offered by a Respondent 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 Respondent desires to propose a change to a term or condition of the RFB or Sample Agreement, Respondent must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, and Certificate of Insurance to the District within ten (10) days from notice that the Contractor has been awarded the contract. The Contractor will mobilize and commence project work within thirty (30) days from the date indicated on the "Notice to Proceed" from the District.
- 1.18 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, Florida Statutes, in the procurement of professional services required for the work.

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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 invoices 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.
- 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 Respondent/Bidder:** Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 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.
- 2.1.6 Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Contract, Referenced Exhibits or Documents and all documents identified in Paragraph 1.17, Execution of Contract, including all reference documents.
- 2.1.7 District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 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 Ted Gates, Geohydrologic Data Section.
- 2.1.9 Hydrogeologist:** Refers to the District project hydrogeologist. The project hydrogeologist is listed on the Scope of Work.
- 2.1.10 Inspector:** Refers to an authorized representative of the hydrogeologist assigned to inspect the work of others.
- 2.1.11 Notice of Intent to Award:** The official letter from the District announcing the successful Respondent. Neither this notice nor the response constitutes a contract with the District.
- 2.1.12 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.
- 2.1.13 Owner Direct Purchases:** Materials purchased by the District.
- 2.1.14 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.
- 2.1.15 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 completed 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.
- 2.1.16 Principal:** When used in the Contract Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.17 Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.18 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 on behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.19 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 District hydrogeologist, as evidenced by hydrogeologist 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 hydrogeologist 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.

2.1.20 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.

2.1.21 Work: Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 TERM. A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence project work within 30 days from the date indicated on the NTP. The Contractor shall achieve Substantial Completion within 240 days from commencement pursuant to NTP and shall achieve Final Completion within 360 days from commencement pursuant to NTP.

2.3 BID CALENDAR.

The following is a list of key dates concerning this solicitation. All dates are subject to change:

Request for Bids issued by the District..... October 13, 2023

Mandatory Pre-Bid Conference/Site Visit.....November 1, 2023
11:00 a.m. Local Time
Thornhill Ranch Well Site
Polk County Davenport, Florida 33836

Question Period EndsNovember 10, 2023

Due date for bidders to submit responses (2:00 p.m.) December 5, 2023

General and technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) business days before the opening date. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

Notice of Intended Decision, anticipated posting date..... December 22, 2023

Notice to Proceed with Construction, no later than by date..... TBD

Substantial Completion dateTBD

Final Completion date TBD

2.4 TAXES. The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida state sales and any other taxes applicable to materials purchased by the Contractor in accordance with Florida and federal law.

2.5 RETAINAGE. 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, Florida Statutes. 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.

2.5.1 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, additional bonds, or any other items 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.

2.6 OWNER DIRECT PURCHASES. Owner Direct Purchases is not applicable for this RFB.

2.7 FUEL COST ADJUSTMENT. Fuel cost adjustment is not applicable for this RFB.

2.8 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Manufacturers name and approved equivalents are not applicable to this RFB.

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

2.9.1 Pursuant to Subsection 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or

other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Respondents agree to keep such information confidential. The successful Respondent, hereinafter Contractor, agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under the Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply.

2.9.2 This section shall survive the award, termination, expiration, or cancellation of this RFB.

- 2.10 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the Convicted Vendor List. By submitting its bid, 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. 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, for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 2.11 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the successful Respondent(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida state or political subdivision or other public entity to bid on any or all of these items independently.
- 2.12 RESPONSIVE VENDOR DETERMINATION.** The bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- 2.13 DISCRIMINATION.** Discrimination is not applicable for this RFB.
- 2.14 EMPLOYMENT OF FLORIDA RESIDENTS.** Employment of Florida residents is not applicable for this RFB.
- 2.15 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with Section 448.095, Florida Statutes, the bidder, prior to entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of the bidder was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the bidder or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes the District shall terminate (or order the termination of) their contract. The bidder shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the bidder and each subcontractor performing through the bidder are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.
- 2.16 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, 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 Respondent 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 its bid.
- 2.17 LOBBYING PROHIBITION.** Lobbying prohibition is not applicable for this RFB.
- 2.18 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.

2.19 INSURANCE. The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the state of Florida. The Contractor will not commence work under the contract(s) until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Agreement Number and Project Manager.**

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

Per Occurrence / Aggregate..... \$1,000,000 (Occurrence) / \$2,000,000 (Aggregate)

As applicable, supplemental liability insurance must include explosion, underground and collapse hazard (XCU).

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

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

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

2.19.4 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. If Contractor does not carry workers' compensation coverage, 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 Florida Statutes and a certificate of exemption from workers' compensation coverage.

2.19.5 The Contractor must deliver to the District, prior to the District's execution of the contract resulting from this RFB, a Performance, Payment and Guaranty Bond which is satisfactory to the District and equal to one hundred percent (100%) of the contract amount as set forth below in Subparagraph 2.18.2, Performance, Payment and Guaranty Bond.

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

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

2.20 BONDING.

2.20.1 BID BOND. Respondents 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 Respondent will enter into an agreement with the District and furnish the required Performance Bond. (Sample is attached to this RFB).

2.20.1.1 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.

2.20.2 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, Florida Statutes, will be required of the Contractor as stated in 1.17, Execution of Contract.

2.20.2.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid price. The bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond must be included in the total price bid on the Bid Response Form.

2.20.2.2 This Bond 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).

2.20.2.3 In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, a Respondent 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.

- 2.20.2.4** If the amount of the Agreement increases after award of the Project, 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.
- 2.20.3 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.
- 2.21 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.
- 2.22 TRENCH SAFETY ACT.** The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, Florida State. The Contractor must complete and submit the Trench Safety Act Compliance Form (Sample is attached to this RFB), as part of the Contractor's bid package.
- 2.23 VALUE ENGINEERING.** Value engineering is not applicable for this RFB.
- 2.24 DRAWINGS AND SPECIFICATIONS.** Refer to Attachment 1, Scope of Work and Figures 1 - 7.
- 2.25 FAILURE TO COMPLETE THE WORK ON TIME.** The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.
- 2.25.1** 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.
- 2.25.2** 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, lockouts, 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.
- 2.26 LIQUIDATED DAMAGES.** Liquidated damages are not applicable for this RFB.
- 2.27 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 the 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 the 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 the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the hydrogeologist 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.
- 2.28 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.
- 2.29 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.

- 2.30 MATERIALS AND EQUIPMENT SCHEDULES.** The Contractor will provide a schedule listing the equipment to be used during well construction activities. The equipment schedule will include: the description of the equipment, the quantity, manufacture, purpose, and working condition of the equipment. Refer to Attachment 3, Contractor Qualification Requirements.
- 2.31 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 as 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 the least maintenance costs.
- 2.32 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 (1) 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.
- 2.33 ESTIMATED QUANTITIES.** Unless otherwise specified, the quantities stipulated in the bid for various items are estimates only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed.
- 2.34 PERMITS AND REGULATIONS.** The Contractor will be responsible for obtaining all necessary permits for the project. 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.
- 2.35 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 passageways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 2.35.1** 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.
- 2.36 CONSTRUCTION ACCESS.** See Site Location in the attached Scope of Work and Figures 1-2 (Attachment 1).
- 2.37 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 amendment to the Agreement, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.
- 2.37.1** 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.
- 2.38 TESTS.** Specific capacity testing will be performed on all wells to evaluate well efficiency. Drilling fluids weight, drilling fluid viscosity, open hole wall mud thickness, and cement weight will be measured periodically during well construction by the District.
- 2.39 RESIDENT SUPERINTENDENT.** Resident superintendent is not applicable for this RFB.
- 2.40 HOURS OF WORK.** Working hours will normally consist of 7 am to 7 pm, Monday through Friday. The Contractor will work a minimum of forty (40) hours per week, unless authorized by the District. All work performed by the Contractor outside of the normal work week must be approved by the District's Project Manager(s).
- 2.41 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).** Progress schedule and schedule of values (post - award) is not applicable for this RFB process.
- 2.42 JESSICA LUNSFORD ACT.** Jessica Lunsford Act is not applicable for this RFB.
- 2.43 ESCALATION/DE-ESCALATION.** The District shall allow a price escalation provision within this award.

The original contract price shall be firm for ninety (90) days after bid opening. A price escalation/de-escalation may be considered two (2) months after contract execution upon written request from the Contractor. Price adjustments shall be based on the latest version of the Producer Price Index (PPI) – Industry Data, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

This information is available at www.bls.gov. Contractor shall utilize the North American Industry Classification System (NAICS) to identify the industry code most similar to the contracted commodity for the required calculation below. This information is available at www.census.gov/eos/www/naics/.

Price adjustment shall be calculated by applying the simple percentage model to the PPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at the time of calculation (latest version of the PPI published as of the date of request for price adjustment) to obtain the index point change. Then dividing the index point change by the base period index value and multiplying the result by 100 to identify the percentage of change. Formula is as follows:

$$\begin{aligned} &(\text{Current Index} - \text{Base Period Index}) = \text{Index Point Change} \\ &(\text{Index Point Change} / \text{Base Period Index times}) \times 100 = \text{Percentage Change} \end{aligned}$$

PPI Calculation Example:

PPI for current period	232.945
Less PPI for base period	229.915
Equals index point change	3.030
Divided by base period PPI for base period	229.915
Equals	0.0131
Result multiplied by 100	0.0131 x100
Equals percentage change	1.4%

To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the District's Procurement Services Office. The letter shall include the complete calculation utilizing the formula above, and a copy of the PPI – Industry Data Index table used in the calculation. The minimum increase applied will be 1.5 percent (%) and the maximum allowable increase shall not exceed five percent (5%), unless authorized by the Procurement Office Chief. If approved, the price adjustment shall become effective upon the date of execution of the Amendment. All price adjustments must be accepted by the Procurement Office Chief and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

Should the PPI – Industry Data as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, the Contractor shall notify the District of price decreases in the same method outlined above. If approved, the price adjustment shall become effective on the effective date of execution of the Amendment. If the Contractor fails to pass the decrease on to the District, the District reserves the right to place the Contractor in default. In the event of this occurrence, the District further reserves the right to utilize any options as stated herein.

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PART III – SCOPE AND SPECIFICATIONS

- 3.1 SCOPE.** The District is soliciting bids from Certified Florida Water Well Contractor's, to furnish and deliver, if, and when ordered, to the District, all required Services and Materials necessary to accomplish the project as described in the RFB documents. The terms and conditions of this RFB are incorporated into the resulting contractual relationship between the Contractor and the District.

This project involves the construction of monitor wells listed in the Attachment 1 Scope of Work and Figures 1 - 4. The monitor well site is within the District's boundaries as seen on Attachment 1, Figure 1. Well construction details are illustrated in the SOW. Casing depths and total depths are estimated. It is essential that the Contractor(s) meet the District's demand within the time schedule provided for the project. The Contractor(s) must be able to provide sufficient equipment and personnel to meet District deadlines.

3.2 CONTRACTOR OBLIGATIONS AND RESPONSIBILITIES.

- 3.2.1** The Contractor will be responsible for all permits and completion reports and must furnish the District representative with copies of same. The Contractor will be responsible for applying for their well construction permits (WCP), in a timely manner, to allow time for Florida Department of Environmental Protection (FDEP) review and approval. Prior to submitting the WCP for the SOW described under the Agreement, a notification will be made, by the Contractor, to the District's Project Manager about incoming permit submittals. The manager will then forward the WCP to FDEP for approval. This approval process can take up to three (3) weeks.
- 3.2.2** The Contractor will return the well site to its pre-well construction conditions upon completion of well construction. The Contractor will remove drilling fluids (including bentonite clays), solids and other similar debris from earthen pits. The Contractor will backfill the earthen pits with the same material that was removed from the pit during the pit excavation. Final payment is contingent upon successful site clean-up to the satisfaction of the Project Manager or District representative.
- 3.2.3** Contractor will keep and furnish the District a signed daily drilling report, at the end of each day, showing depth and diameter of hole completed for the day, breakdown of daily activities, materials used, formations penetrated, and other data as required by the District. On days when the District representative is not present on site, the Contractor agrees to call the representative, at the end of the day, to report the daily activities.
- 3.2.4** The Contractor will report to the District, as soon as practicable, all accidents or occurrences resulting in injuries to Contractor's employees or third parties, or damage to property arising out of or during the course of operations. The Contractor will furnish the District with a copy of all reports made by the Contractor to the Contractor's insurer or to others.
- 3.2.5** The Contractor will assume liability at all times, regardless of work being performed, for damage to or destruction of the Contractor's equipment regardless of when or how such damage or destruction occurs.
- 3.2.6** In the event the well should be lost or damaged while the Contractor is working, the District will be responsible for such damage to or loss of the well unless such loss or damage is caused by the Contractor's failure to perform in accordance with the terms and conditions of this RFB and the resulting Agreement, or for the Contractor negligence or willful misconduct. In the event of loss of the well due to the Contractor's failure to perform in accordance with this RFB and resulting Agreement or negligence or willful misconduct, the Contractor, at District's election, agrees to drill a new well on the same location or re-drill such section of the hole as the District may require, in either case subject to all the terms of this RFB and resulting Agreement, at Contractor's sole cost and expense including all materials consumed in the well up to the point of the loss or damage.

3.3 MOBILIZATION/DEMOBILIZATION

- 3.3.1 MOBILIZATION TO PROJECT SITE** – This is a lump sum fee for moving the Contractor equipment to the well construction site.
- 3.3.2 DEMOBILIZATION FROM PROJECT SITE** – This is a lump sum fee for moving Contractor equipment off the well construction site at the completion of the project.
- 3.3.3 MOBILIZATION BETWEEN WELLS** – This is a lump sum fee for moving Contractor equipment from one well to the next well to be drilled. Mobilization is not applicable for this RFB.

3.4 WELL CONSTRUCTION SERVICES

- 3.4.1 DRILLING OF BOREHOLES** – This is a linear foot rate that applies to drilling a borehole by any District approved method. If Contractor elects to first drill a pilot hole before drilling with a hole opener or larger bit, the Contractor will be paid the footage rate only for the larger diameter of the two (2) holes drilled.

- 3.4.2 CASING INSTALLATION** – This is a linear foot rate that applies to Contractor furnishing and installing well casing. This rate will include preparing casing for installation, welding steel casing and assembling PVC casing.
- 3.4.3 CEMENT INSTALLATION** – This is a unit rate per ninety-four (94) pound sack to furnish and install cement grout in the annular space between the borehole and the well casing. This rate will include mixing and installing cement by pressure grouting and tremie grouting from the bottom of the casing to land surface.
- 3.4.4 GRAVEL/ROCK INSTALLATION** – This is a unit rate per cubic yard to furnish and install gravel, rock, or other approved materials in lost circulation zones encountered while grouting the well casings.

3.5 HOURLY RATE SERVICES.

3.5.1 STANDBY RATE (NO FUEL USAGE) – This rate may apply to discussions between District staff concerning drilling problems and solutions, waiting for supplies from the District, or services by the District such as geophysical and video logging of the new wells.

3.5.2 EQUIPMENT RATE (NO DRILLING) – This rate applies to miscellaneous services needed by the District for additional well development, metal fabrication of lockable well head protectors, or any service as directed by the District's on-site drilling representative. (This rate does not apply to preparing steel casing for installation or placing materials into loss circulation zones during cementing of the casing.)

3.5.3 EQUIPMENT RATE (DRILLING) – This rate applies to drilling services requested by the District that does not result in paid footage, such as continuous dredging of a cavernous zone with no advancement of the bit. The rate will begin after fifteen (15) hours of continuous unsuccessful drilling. This rate will also apply to pumping of cement into the zone in an attempt to stop the dredging from occurring. This rate does not apply to situations due to Contractor's negligence or willful misconduct.

3.5.4 WELL DEVELOPMENT - This rate applies to development of the completed well using the reverse-air method until clear, sediment-free water is produced, or until water produced is deemed satisfactory by the District's representative. Direct air development outside of the casing is not allowed under any circumstances.

3.5.5 SPECIFIC CAPACITY TESTING - This rate applies to pumping a borehole or well by the reverse-air or other pumping method. The Contractor shall supply the equipment for pumping the well and the means for measuring the discharge rate. A District representative will measure the water level in the well while pumping.

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PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive, responsible Respondent. Cost must be provided for all bid items. Quantities and hours listed are for bid analysis purposes and may not represent actual work to be performed. In the event there is a discrepancy in a calculation, the applicable Price/Foot or Hourly Rate will govern. 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 anyone (1) of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 BID BOND. Respondents will furnish a bid bond, cash, cashier's check, or certified check as required by this RFB.

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

4.1.3 ACKNOWLEDGMENT OF ADDENDA. Respondent must acknowledge receipt of all written Addenda issued for this RFB on the Bid Response Form (Attachment 2).

4.1.4 COMPLETION OF ALL BID DOCUMENTS. All bid documents and forms included in Subparagraph 4.1.4.1 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 Respondent must provide costs for all bid items.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 2 - Bid Response Form
- Attachment 3 - Contractor Qualification Requirements
- Attachment 4 - Certification Clean Air Act/Clean Water Act
- Attachment 5 - Bid Bond
- Attachment 6 - Public Entity Crimes Statement

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 7 - Affidavit/Final Release of Lien Affidavit
- Attachment 8 - Consent of Surety Company to Final Payment
- Attachment 9 - Performance, Payment, and Guaranty Bond
- Attachment 10 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 11 - Trench Safety Act Compliance Form
- Attachment 12 - Sample Agreement

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Bid and Contract Forms Required with Bid Submission

ATTACHMENT 1
SCOPE OF WORK AND FIGURES 1-4
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB # 22-3974

Site Location

The Thornhill Ranch Monitor Well Replacement well site is in the Hilochee Wildlife Management Area at the end of Homerun Boulevard in Davenport, Florida in Section 24, Township 26 South, Range 26 East (Figure 1). The Lower Floridan aquifer under middle confining unit 1 (LFA 1) monitor well will provide data for the Central Florida Water Initiative / Data Monitoring Investigations Team (CFWI/DMIT), and support existing modeling efforts by the Southwest Florida Water Management District (District).

The existing site layout, with the proposed LFA 1 well location is shown in figure 2, with the proposed well location at latitude 28°12'49.7" N and longitude 81°39'31.1" W.

Drilling Water Supply

An existing 12-inch diameter Upper Floridan aquifer (UFA) production well may be used as the water supply well during well construction (Figure 2). The UFA production well is 595 feet deep with 475 feet of 12-inch diameter open hole. The water level is approximately 5 feet below land surface. The UFA production well is approximately 145 feet from the LFA 1 well site and the contractor must supply the pump, power supply, and hoses.

Earthen Pit

The location of the earthen circulation pit will be in the same location as a previously excavated pit (Figure 2). The location will be delineated by marker stakes at the corners of the previously excavated pit for locating purposes.

Solids Control

An operational and functioning mud filtering system composed of solids control equipment such as de-sanders, de-silters, hydroclones, shaker tables, or a combination thereof, must be utilized during mud rotary operations. Solids control will be monitored by the District staff. Contractor will strive to maintain the following standards:

- Drilling fluid sand content should be maintained at less than 2% during drilling operation.
- Wall cake thickness should range between 2/32 inch to 4/32 inch during drilling operation.
- Drilling fluid weight should range between 8.5 lbs. per gallon to 9.0 lbs. per gallon during drilling operation.
- Viscosity of the drilling mud should range between 32-38 seconds per quart during drilling operation.
- Grout weight should range between 14.0 lbs. per gallon to 14.5 lbs. per gallon before grouting installation occurs.
- All make up water must maintain at a pH greater than 7 for mixing bentonite-based drilling fluids with an optimal pH between 8.5 and 10. During Portland cementing operations the pH must be maintained to greater than 7 with an optimal pH of 9 to 11.

Well Construction

The **LFA 1 monitor well** is to be constructed on the permanent easement and the well design is shown in figure 3. The recommended order of construction is as follows:

1. A 22-inch nominal borehole will be drilled to 115 feet below land surface (bls) and nominal 16-inch nominal steel casing will be installed and grouted to land surface.
2. A 16-inch diameter nominal borehole will be drilled inside the previously set nominal 16-inch steel casing to a depth of 615 feet bls into the middle confining unit 1 (MCU I).
3. Nominal 10-inch casing will be installed, and pressure grouted to seat the 10-inch casing. The remaining annular space will be tremie grouted to land surface.
4. A 10-inch nominal borehole will be drilled to a total depth of 935 feet bls and developed.
5. A formation packer assembly (figure 4) will be set at the bottom of the 4.5-inch SDR-17 spline locking type PVC casing string with centralizers to 780 feet bls and grouted to land surface.
 - a. The District will run a caliper log in the borehole before installation of final casing to determine the most suitable depth for packer installation.
 - b. 4.5-inch SDR-17 spline locking type PVC casing will be installed and grouted to approximately 780 feet bls using shale/cement packers (figure 4). Centralizers will be installed at 100-foot intervals from 730 feet bls to land surface. Packer assembly should be shrouded in plastic sheeting and the packers should be packed with bentonite chips before emplacement in the open hole.
 - c. A 5-ft to 10-ft Portland cement cap should then be emplaced in the 4.5 x 10-inch annulus after the packer and liner are emplaced and allowed to cure for 12 hours per the District's Regulation Of Wells Rule, Section 40D-3.517 Grouting and Sealing.
 - d. The 4.5 x 10 -inch annulus will be tremie grouted to land surface.
6. A specific capacity pump evaluation will be performed to evaluate the well efficiency.
7. A caliper gamma log will be run inside the well to confirm well integrity, total well depth and well diameter.
8. A 6-inch locking well cover will be installed atop the 4.5-inch SDR-17 spline locking type PVC casing and a 2-feet x 2-feet x 6-inch pad will be installed around the well cover at land surface.

Note: All casing depths and screened depths in Figure 3 are estimated, actual depths will be determined in the field by the District's on-site hydrogeologist and the driller.

Materials

The contractor will supply all materials including drilling supplies, well casings, and cement.

Site Restoration

The well site must be restored to pre-well construction conditions upon the completion of well construction. Site clean-up and restoration will include removal of drilling debris, cuttings, sand, and drilling fluids from the site. If earthen mud pits have been utilized, mud thinners or dispersants should be utilized to break down drilling mud before drilling fluids, solids, and other debris are excavated from the pit. Mud pits will be back filled with the same material that was removed from the pit during its excavation.

Solids or cuttings that were removed from the drilling fluid during drilling operations must also be removed from the drill site to an off-site location.

Permits and Project Completion

The selected contractor will need to apply for the well construction permits as soon as the purchase order is issued. Well construction permits for District-owned monitor wells must be approved by the Florida Department of Environmental Protection. Approval may take 2-3 weeks. Please list **SWFWMD 2379 BROAD STREET, BROOKSVILLE, FL 34604-6899, 1-800-423-1476** as the owner on the well construction permit.

Final payment is contingent upon successful well installation including the confirmation of well casing integrity, total well depth, and satisfactory site restoration.

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Figure 1.
Location of the Thornhill Ranch Monitor Well Site in Polk County, Florida

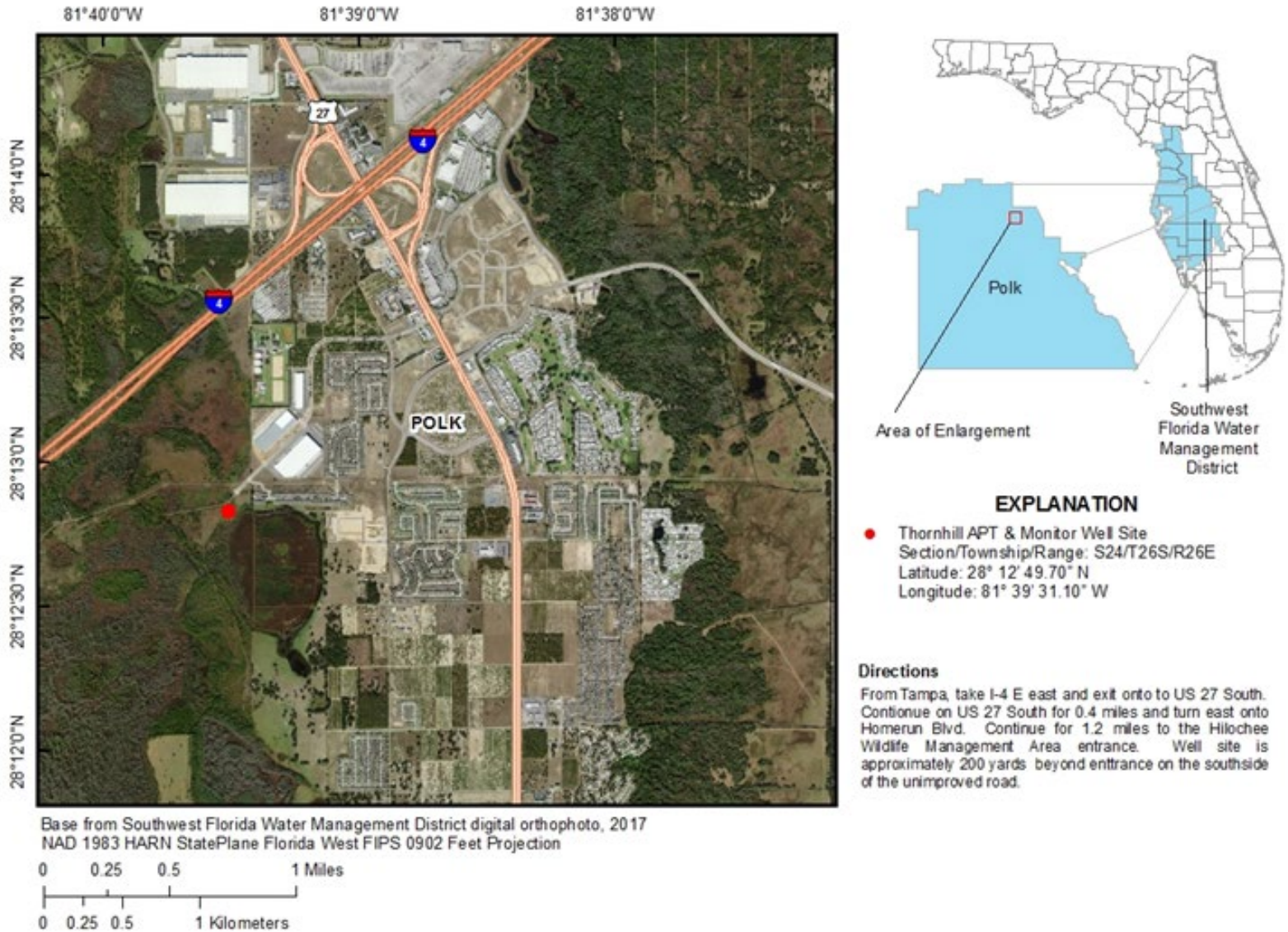


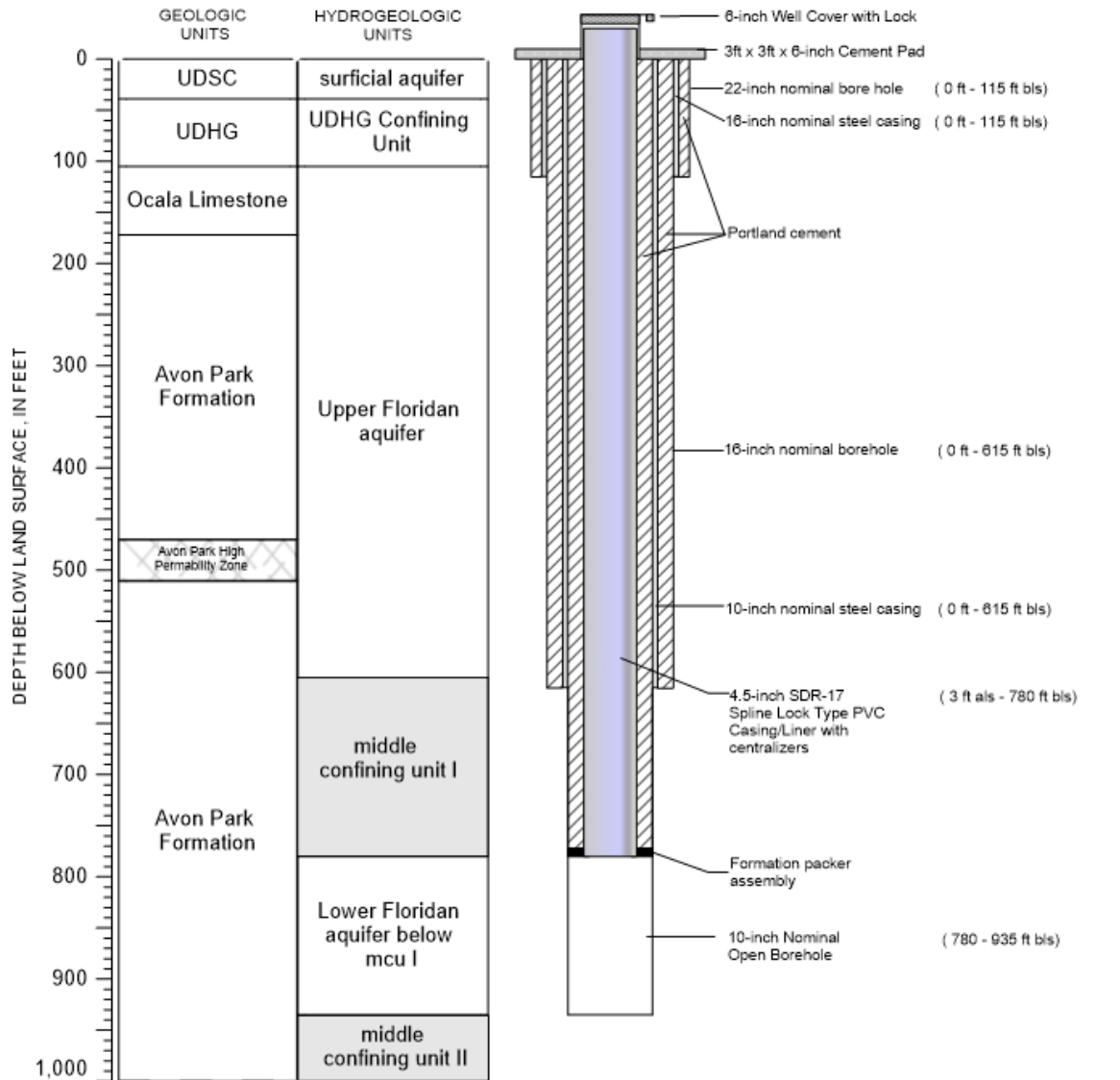
Figure 2

Existing Thornhill Ranch Site Layout with Proposed LFA1 Well Location and Earthen Pit Location









Figure 3

Proposed Thornhill Ranch Lower Florida Aquifer under MCU I Monitor Well

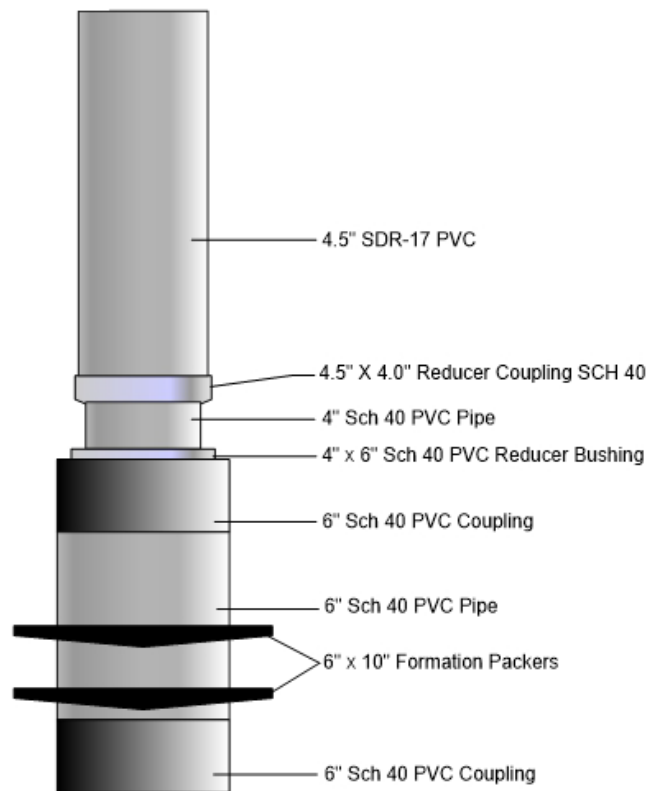


Well Name:	Thornhill Ranch LFA I Monitor Well
SID:	
WCP:	
S/T/R:	24/26S/26E
Latitude:	28° 12' 49.9" N
Longitude:	81° 39' 31.0" W
Reporting Category:	TMRW
Const. Began:	
Const. Complete:	

EXPLANATION					
	Sch 40 PVC		Portland cement		Concrete slab
	Open hole		Well Cover		Packer Assembly

[als, above land surface; bls, below land surface;
UDHG, Hawthorn Group; UDSC, undifferentiated sand and clay;
NAVD88, North American Vertical Datum of 1988; Sch, Schedule
PVC, polyvinyl chloride; S/T/R section/township/range;
SID, site identification; WCP, well construction permit.]

Figure 4
Diagram for the 4.5-inch x 10-inch Packer Assembly



GEOHYDROLOGIC DATA
 PACKER ASSEMBLY PLAN
 THORNHILL RANCH LFA 1 MONITOR WELL

Materials:

- (1) 4.5" x 4" SCH 40 Reducer Coupling (Part # 690969)
- (1) 4" x 6" Sch 40 PVC Reducer Coupling
- (2) 6" Sch 40 PVC Couplings
- (2) 6" x 10" Formation Packers
- (1) 4" Sch 40 PVC pipe in 1 foot length
- (1) 6" Sch 40 PVC pipe in 4 foot length
- Glue and Primer for PVC (Heavy Duty) Applicators

EXPLANATION	
 PVC Casing	 Coupling
 Reducer	 Packer

ATTACHMENT 2

**BID RESPONSE FORM
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

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

SUBMIT UNIT PRICE AND SUBTOTAL PRICE FOR ALL ITEMS - ALL DEPTHS, MATERIAL AMOUNTS, AND HOURS ARE ESTIMATED.

THORNHILL RANCH MOBILIZATION/DEMOBILIZATION COST

ITEM	DESCRIPTION	UNIT	UNIT PRICE	NUMBER OF UNITS	SUBTOTAL PRICE
1	Mobilization to project site	Lump Sum		1	
2	Demobilization from project site	Lump Sum		1	
TOTAL COST (ITEMS 1 – 2)					

THORNHILL RANCH – LOWER FLORIDAN AQUIFER BELOW CONFINING I – PERMANENT MONITOR WELL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	NUMBER OF UNITS	SUBTOTAL PRICE
3	Drill 22-inch borehole	Linear Foot		115	
4	Furnish and install 16-inch steel casing	Linear Foot		115	
5	Furnish and install cement in annulus	94 lb. Sack		97	
6	Drill 16-inch borehole (115 – 615 feet bls)	Linear Foot		500	
7	Furnish and install 10-inch steel casing in borehole (0 – 615 feet bls)	Linear Foot		615	
8	Furnish and install cement in annulus	94 lb. Sack		411	
9	Drill 10-inch borehole (615 - 935 feet bls)	Linear Foot		320	
10	Furnish and install 4.5-inch SDR-17 PVC casing in borehole with centralizers and formation packers (0 – 780 feet bls)	Linear Foot		780	
11	Furnish and install cement in annulus	94 lb. Sack		308	
12	Furnish and install 6-inch well cover and cement pad	Lump Sum		1	
13	Well Development	Hour		4	
14	Specific Capacity Testing	Hour		2	
15	Furnish and install gravel/rock (lost circulation zones)	Cubic Yard		1	
16	Standby rate (no fuel usage)	Hour		10	
17	Equipment rate (no drilling)	Hour		10	

18	Equipment rate (drilling)	Hour		10	
19	Contingency for items 3 – 18	Lump Sum		20%	
TOTAL COST (ITEMS 3 – 19)					

Thornhill Ranch Additional Costs

ITEM	DESCRIPTION	UNIT	UNIT PRICE	NUMBER OF UNITS	SUBTOTAL PRICE
20	Site Restoration (Section 3.2.2)	Lump Sum		1	
TOTAL COST (ITEMS 20-22)					

GRAND TOTAL COST (ALL ITEMS 1 – 20)	
--	--

TOTAL BID COST IN WORDS (Type or Clearly Print):

**BID RESPONSE FORM
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

Page 26 of 60

ATTACHMENT 3
CONTRACTOR QUALIFICATION REQUIREMENTS
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974

RESOURCES:

Provide a copy of Respondent's Florida Water Well Contractors License and a written statement regarding the size and capacity of Respondent's organization.

Describe the drill rig(s) and equipment that are available to perform the work, including drilling fluid cleaning system equipment.

Model: _____ Age: _____

Description / Condition: _____

Model: _____ Age: _____

Description / Condition: _____

Equipment: _____

Describe the method to be used to install surface casings.

Please provide the qualifications, certifications, and experience for the lead driller(s) including three (3) completion reports of the largest diameter and deepest casing sets completed in Florida for this driller.

Lead Driller Information:

Name: _____

Licenses: _____

Experience: _____

Qualifications: _____

Please provide any additional equipment, qualification, or reference information in support of your bid.

ATTACHMENT 3 (Cont.)

**CONTRACTOR QUALIFICATION REQUIREMENTS
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

A. REFERENCES FOR RESPONDENT:

Respondent must provide a minimum of three (3) non-District references for work completed in similar size, scope and complexity to the work requested in this RFB. References must be individuals that can be readily contacted and have first-hand knowledge of the Respondent's performance on the specific project performed by the Respondent:

- Project at substantial completion within the last five (5) years.
- Constructed value of at least three hundred thousand dollars (\$300,000).
- Similar in size and scope to this Project.

Respondent Name _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Completion Date: _____

Overview of Service Performed: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Completion Date: _____

Overview of Service Performed: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Completion Date: _____

Overview of Service Performed: _____

ATTACHMENT 4

CERTIFICATION CLEAN AIR ACT/CLEAN WATER ACT
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974

On behalf of _____, I certify that this
company/facility is not on the
(Name of Business)

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 non-exempt 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

The remainder of this page is intentionally left blank.

ATTACHMENT 5

**BID BOND
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

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 _____.

3.6 NOW, THEREFORE, if the principal shall not withdraw said Bid within ninety day (90) calendar days after date of opening thereof, and shall within ten (10) business 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., 202____, 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:

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

(Corporate Principal or Company Name)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____ (SEAL)
Secretary	Signature of Authorized Company Official

(Title)

(Corporate Surety)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____
	(Signature of Surety Official, Title)

ATTACHMENT 6

**PUBLIC ENTITY CRIMES STATEMENT
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

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

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

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

(Print individual's name and title)

for

(Print name of entity submitting sworn statement)

Whose business address is

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

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

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

RESPONDENT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, 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 7
AFFIDAVIT/FINAL RELEASE OF LIEN AFFIDAVIT
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974

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

_____ have been paid in full or is recited as unpaid herein.

WITNESS:

_____ Signed _____

_____ By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ Day of _____, 202_.

Notary Public, State of Florida at Large

My Commission Expires: _____

**AFFIDAVIT/FINAL RELEASE OF LIEN AFFIDAVIT
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

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ATTACHMENT 8

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

PROJECT: THORNHILL RANCH WELL SITE, POLK COUNTY, FLORIDA MONITOR WELL
CONSTRUCTION SERVICES

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: THORNHILL RANCH WELLSITE, POLK COUNTY MONITOR WELL CONSTRUCTION
SERVICES

CONTRACT DATE: _____

CONTRACTOR: _____

_____, SURETY COMPANY, on bond of

(name and address of Contractor)

CONTRACTOR, 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 _____, 202__.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

ATTACHMENT 9

**PERFORMANCE, PAYMENT, AND GUARANTY BOND
FOR
TR9-4 RUSKIN WELL SIT, HILLSBOROUGH COUNTY
MONITOR WELL CONSTRUCTION SERVICES
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 24-4250**

State of _____

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 (\$ _____), 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. [AGREEMENT #] with the District, for the [Project Name] located in the County of [County], 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 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, 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, including the warranty provisions thereof;
- (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,

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; and

(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.

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), Florida Statutes.

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 Title:
As authorized agent for Principal

BY: _____

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety Authorized Agent for Surety

BY: _____

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 10

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-3974**

Respondent 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 Respondent'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 Respondent'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.

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 11

TRENCH SAFETY ACT COMPLIANCE FORM

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 12
SAMPLE AGREEMENT
THORNHILL RANCH WELL SITE, POLK COUNTY FLORIDA
MONITOR WELL CONSTRUCTION SERVICES
BID NUMBER RFB #22-23974**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
THORNHILL RANCH WELL SITE, POLK COUNTY MONITOR WELL CONSTRUCTION SERVICES

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 private corporation, 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 MONITOR WELL CONSTRUCTION AT THORNHILL RANCH WELL SITE, POLK 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 for services rendered.

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 in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the District:
Ted Gates
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the Contractor:
Name
Company Name
Address
City, State, 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 exceed the Substantial or Final Completion dates more than 6 months.

3. SCOPE OF WORK.

The Contractor, upon written notice to proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform 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 22-3974 (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference, and Exhibit "B", Sample Forms. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.4 herein, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

- 3.1. The District and the Contractor hereby recognize the subcontractors to be utilized by the Contractor in the execution of this Project work: _____, _____, and _____. Any change of subcontractors requires prior written approval from the District. Any addition of a subcontractor requires prior written approval from the District. All subcontractors must comply with all applicable provisions of this Agreement including but not limited to the following before performing any work on this Project: Licensing, Insurance Requirements, Business Registration in the State of Florida, and E-Verify.
- 3.2. The District recognizes the expertise of the Project team members of the Contractor and the subcontractors. Both parties further agree that any change to the Contractor's and/or subcontractor's Project team (including Project Manager and Superintendent) requires prior written approval from the District.
- 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. The District's Project Manager is authorized to issue a Change Order in substantially the form attached in Exhibit "B" for additional work on an as needed basis for ancillary Project services within any available contingency, or to authorize extensions of time in accordance with this agreement. 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. The Contractor will initiate a Change Order by submitting a Change Proposal to the District's Project Manager that will provide a cost estimate and/or performance schedule for completing the proposed contingency work, or a performance schedule if requesting additional time together with such additional information as the District's Project Manager or Project Engineer may reasonably request. The District's Project Manager will issue a Change Order incorporating those portions of the Change Proposal acceptable to the parties. Change Order work will commence as set forth in the notice to proceed with Change Order issued by the District's Project Manager. The parties agree that payment for any such ancillary Project services is budgeted as contingency and is not to exceed the contingency amount set forth in this Agreement.
- 3.5. The District's Project Manager is authorized to issue Field Directive/Administrative Approvals, in substantially the form attached in Exhibit "B" for:
 - (i) Minor changes in the work that do not extend the Substantial or Final Completion dates, do not increase cost, and are not inconsistent with the purpose of the work.
 - (ii) Extensions to a Project task deadline, provided it does not result in any extension in the Substantial Completion, Final Completion, or additional cost.
 - (iii) Authorization of expenditure of specific purpose allowances identified in the bid form.
 - (iv) A change in a subcontractor or Project team member as required by Subparagraphs 3.1 and 3.2 of the Agreement.

4. COMPENSATION.

For satisfactory completion of the Project, the District will pay the Contractor a not to exceed amount of \$_____. Except as provided below, the District will have no obligation beyond this amount. The District has also budgeted \$_____ in contingency funds for ancillary work that may be required, for a total not to exceed amount of \$_____. Payment will be made to the Contractor on a combination of Fixed Price and Unit Cost basis in accordance with this Agreement and individual Change Orders issued to the Contractor. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). However, the total Project cost to the District will not exceed the total agreement amount. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice as defined in Subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at invoices@WaterMatters.org, or at the following address:

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

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.

Any services commenced by Contractor that Contractor intends to charge against contingency and/or allowance amounts without first receiving a fully executed Change Order or Field Directive/Administrative Approval, as applicable, shall be at Contractor's sole cost. Any unused allowance and contingency amounts shall remain with the District and be deducted from the Contractor's total compensation.

- 4.1. The District's performance and payment obligations 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's Project Manager's assessment of the Project's actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.
- 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 the Agreement, the invoice will be paid within ten business 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 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 Division Director. If not resolved by the Division Director, 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 MONITOR WELL CONSTRUCTION AT THORNHILL RANCH, POLK COUNTY, FLORIDA 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 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, Florida Statutes. 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 Exhibit "B."
- 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. The District reserves the right to withhold payment until samples, shop drawings, Architect's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the District's Project Manager.

5. EFFECTIVE DATE, TERM.

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence project work within 30 days from the date indicated on the NTP. The Contractor shall achieve Substantial Completion within 240 days from commencement pursuant to NTP and shall achieve Final Completion within 360 days from commencement pursuant to NTP.

6. 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 an 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.

- 6.1. 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.

- 6.2. **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 CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

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

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

- 6.3. Notwithstanding anything in this Agreement to the contrary, if, as part of its performance of this Agreement, the Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to Section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of Chapter 119, F.S. and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through Contractor, the "Exempt & Confidential Documents"), then Contractor agrees to:
- 6.3.1. maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in Contractor's possession; and
 - 6.3.2. only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
 - 6.3.3. return to the District as part of Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor have either been so returned or destroyed. The presence of such returned documents and Contractor's written certification shall be an additional express condition precedent to Contractor's final payment invoice being considered a proper payment request or invoice; and
 - 6.3.4. include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations) in every subcontract of any tier arising out of or related to this Agreement.
- 6.4. This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse Contractor's obligation to generate and provide the District with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

7. 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.

8. REPORTS.

The Contractor will provide the District with any and all reports, models, studies, maps, or other documents resulting from the Project at no cost to the District.

9. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including 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.

10. INSURANCE REQUIREMENTS.

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. Certificates of insurance must reference the District Agreement Number and Project Manager.

- 10.1. 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, and with no X, C, U, (Explosion, Collapse, Underground) exclusion or water exclusion; with the following minimum limit and coverage:

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

- 10.2. 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.

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

Bodily Injury per Person \$100,000

Bodily Injury Liability per Occurrence..... \$300,000

Property Damage Liability \$100,000

or

Combined Single Limit \$500,000

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

- 10.5. The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. if applicable. If Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, 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. Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

- 10.6. 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 5 business days of the Contractor's notice of such cancellation or change from its insurance carrier.

- 10.7. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor acknowledges that any and all coverage, otherwise the Contractor acknowledges that coverage is afforded to the subcontractor by the Contractor's insurance policies and is not the responsibility of the District and must provide evidence satisfactory to the District.

11. 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 Guaranty Bond in the amount of \$_____ as security for the performance of all the Contractor's obligations under this Agreement pursuant to the terms and conditions of Section 255.05, Florida Statutes. 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 any guaranty/warranty period. The Contractor agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms and conditions of this Agreement. If the District determines that any part of the Project is defective and requires repair or replacement, the District will notify the Contractor of the defect in writing. If the Contractor refuses or neglects to repair, replace or otherwise satisfactorily correct the defect within the time specified by the District, 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.

Any increase in the amount of this Agreement will require the Contractor to automatically increase the Performance, Payment and Guaranty Bond to equal the revised amount. The Contractor must provide the District with evidence of same prior to commencing the additional work.

12. TERMINATION WITHOUT CAUSE.

Upon 7 days written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy of Owner, terminate this Agreement. In such case, the Contractor shall be paid for (without duplication of any items): i) completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work; ii) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by this Agreement in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses; and iii) other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal. The Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

13. 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 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District pursuant to Paragraph 12, Termination Without Cause. In addition to the above, the District may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A, Special Project Terms and Conditions."

14. 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 Office Chief no later than 3 business days prior to the interview or press release.

15. 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.

16. 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.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

18. 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 termination or expiration of this Agreement.

19. 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.

20. 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, Florida Statutes. 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, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

21. 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), Florida Statutes, and provide the District with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), Florida Statutes, also apply.

22. 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.

23. 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.

24. THIRD PARTY BENEFICIARIES.

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

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing 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.

26. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, 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.

27. 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 by a written amendment signed by Contractor and the District through their respective authorized representatives as stated herein.

28. 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 District's RFB, then to the Contractor's response to the RFB, then to Exhibit "B".

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" Sample Forms
District's Request for Bids #22-3974
Contractor's Response to RFB #22-3974

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 passageways, 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, lockouts, 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 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.
16. 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.
17. 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.

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EXHIBIT "B"
SAMPLE FORMS

AGREEMENT NO. _____

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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 all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) have been paid 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.

WITNESSES:

Signed _____

By _____

SWORN AND SUBSCRIBED TO BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE
OR ☐ ONLINE NOTARIZATION, THIS ____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

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 has or
might have against the property, building, and improvements, on account of labor performed,
material furnished, or 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 _____, 202__.

WITNESS:

OFFICER:

(SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR
☐ ONLINE NOTARIZATION, THIS _____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

PROJECT: THORNHILL RANCH WELL SITE, POLK COUTY, FLORIDA MONITOR WELL
CONSTRUCTION SERVICES

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: Thornhill Ranch Well Site, Polk County, Florida Well Construction
Services

CONTRACT DATE:

CONTRACTOR: _____
_____ SURETY COMPANY, on bond of

(here insert name and address of Contractor)

CONTRACT, 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

(here insert 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 _____, 202__.

Surety Company

Attest: _____
Signature of Authorized Representative

Seal: _____
Title

Field Directive/Administrative Approval No. Southwest Florida Water Management District

Project: Thornhill Ranch Polk County Monitor Well Construction Services

Contractor:

Project Engineer:

Date:

The reason for this Field Directive/Administrative Approval is:

Contractor is directed to proceed promptly with the following change(s):

<u>Item No.</u>	<u>Description</u>
-----------------	--------------------

Attachments (list documents related to the change):

Purpose of this Field Directive:

- ☐ Minor changes in the work that do not extend the Substantial or Final Completion dates, do not increase cost, and are not inconsistent with the purpose of the work.

Purpose of the Administrative Approval (check all that apply):

- ☐ Extend a Project task deadline, provided it does not result in any extension in the Substantial Completion, Final Completion, or additional cost.
- ☐ Authorization of expenditure of specific purpose allowances identified in the bid form.
- ☐ Change in a subcontractor or Project team member as required by Subparagraphs 3.1 and 3.2 of the Agreement.

RECOMMENDED BY	ACCEPTED/DIRECTED BY
DISTRICT PROJECT MANAGER <div style="border-bottom: 1px solid black; margin-bottom: 5px;">By: _____</div> Print Name: Click or tap here to enter text.	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT <div style="border-bottom: 1px solid black; margin-bottom: 5px;">By: _____</div> Print Name: Click or tap here to enter text.

Change Order No. ____
Southwest Florida Water Management District

Project: Thornhill Ranch Polk County Monitor Well Construction Services

Contractor:

Project Engineer:

Date:

Contractor is authorized, upon issuance by the District Project Manager of a notice to proceed with change order, to make those change(s) more particularly described on the attached and incorporated **Schedule of Change Detail**, which ancillary work, if any, will be paid from contingency funds subject to Agreement No. 22CN0003974, if and as amended, (Agreement).

All Agreement terms apply unless specifically stated otherwise herein. This Change Order (CO) is the sole and maximum compensation and extension of the time to which Contractor may be entitled for this change. In consideration of the adjustments made by this CO, Contractor waives and releases all claims, demands, and causes of action against the District, its officers, officials, and employees arising out of the transactions, events, and occurrences giving rise to this CO. No backup documentation attached to this CO may reserve the Contractor's right to increase its time or costs for extended overhead, general conditions, or any other reason. This CO may be executed in two or more counterparts, and all such signed counterparts will constitute one agreement. Contractor's authorized representative must sign electronically per Florida's Electronic Signature Act (Ch. 688, Florida Statutes) or manually, which manual signatures may be transmitted electronically (email, PDF, etc.).

This CO is the entire agreement between the District and the Contractor with respect to this CO.

This fully executed CO constitutes a Notice to Proceed with the work contained in this CO.

APPROVED & RECOMMENDED BY	ACCEPTED BY
ENGINEER By: _____ Date _____ Print Name: _____ DISTRICT PROJECT MANAGER By: _____ Date _____ PM NAME	[CONTRACTOR] By: _____ Date _____ Print Name: _____ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT By: _____ Date _____ Select or type District signatory name.

Summary of Project Change Orders

	Cost	Substantial Completion Date	Final Completion Date
Original Total Agreement Amount, including Contingency of \$0.00	\$ -		
Changes to Agreement Base Amount under Amendments	\$ -		
Changes to Agreement Contingency Amount under Amendments	\$ -		
New Agreement Amount, including Contingency of \$0.00	\$ -		
Original Agreement Base Amount	\$ -	--	--
Net Contingency Authorized Under Previously Authorized Change Orders	\$ -		
Agreement Base Amount Prior to this Change Order	\$ -		
Total Authorized from Contingency via this Change Order	\$ -	--	--
New Agreement Base Amount	\$ -	--	--
Agreement Contingency Amount	\$ -		
Total Authorized from Contingency via Prior Change Orders	\$ -		
Contingency Balance Prior to this Change Order	\$ -		
Total Authorized from Contingency via this Change Order	\$ -		
Remaining Contingency Balance	\$ -		

Schedule of Change Detail

*Attached and Incorporated into Change Order Number _____
Between the Southwest Florida Water Management District and
(Contractor)
Regarding Agreement No. 22CN0003974*

CHANGE DETAIL – PRICE

- Attach specifications, drawings, and quotes as appropriate.
- Amount includes all equipment, tools, materials, labor, and other things necessary express or implied to fully complete an item.

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>Type*</u>
1			
2			
3			

* Indicate if amount is lump sum/fixed price (LS), not to exceed (NTE), per unit, etc.

CHANGE DETAIL – SCHEDULE

- Choose between the following:
See attached revised Project Schedule.
No change to Project Schedule.

[END OF SCHEDULE]