

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #2201
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA**

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

**DIRECT INQUIRES TO: Ari Horowitz, Procurement Specialist
TELEPHONE: (352) 796-7211
Email: procurement@watermatters.org
Posted: July 22, 2022**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish and deliver, if and when ordered, to the District, all required services and materials necessary for the S-353 Spillway Reconstruction And Repairs– RFB #2201 in Citrus County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the S-353 structure in Citrus County, Florida. For the purposes of this document the following terms are used interchangeably: bid/bidder, response/respondent, and proposal/proposer.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

August 3, 2022

10:00 a.m. Local Time

S-353 Structure Project Site

5038 E. Stokes Ferry Road, Hernando, Florida 34442

All interested parties are required to be represented at the Mandatory Pre-Bid Conference and the Mandatory Site Visit. The purpose of the conference is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the RFB and to view the site. Because the District considers such a conference and site visit to be critical to understanding the RFB 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. The site visit will immediately follow the pre-bid conference at the same location.

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 or, if exempt per Chapter 119, Florida Statutes.

Reference documents that are confidential and/or exempt pursuant to Sec. 119.071(3), Florida Statutes, shall be made available to interested individuals or entities subject to applicable law. Specifically, to receive figures marked as confidential and/or exempt reference documents as an electronic file or other media as the District may deem appropriate (Exempt Documents), bidders must have an authorized representative sign the District's standard Exempt Documents Distribution Agreement (EDDA) form of which is provided as Attachment 10 hereto. Upon the District's receipt of a signed EDDA and its confirmation that bidder may receive confidential and/or exempt documents, bidder shall be provided access to the Exempt Documents. Bidder shall send completed and signed EDDA to Ari Horowitz, Procurement Specialist, at Email: procurement@watermatters.org. Bidder is encouraged to submit its signed EDDA as soon as possible, considering whether it wishes to review such documents prior to the mandatory pre-bid conference and site visit. The District will review completed, signed EDDA on a first come, first served basis subject to staff availability. EDDA received less than 3 business days before the opening date and time will not be reviewed.

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

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PART I - INTRODUCTION

1.1 INTERNET AVAILABILITY.

District solicitations, reference documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, <http://www.watermatters.org/procurement>, and DemandStar at www.demandstar.com.

1.2 AMERICANS WITH DISABILITIES ACT (ADA).

The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or 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, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). 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 physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.

1.4 QUESTIONS.

All questions should be presented in writing to procurement@watermatters.org, the address as set forth in the heading of this RFB, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than 10 business days prior to the bid opening. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1 for the District's responses to the questions presented.

1.5 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is 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. Bidders must submit one complete response package electronically through www.demandstar.com. Instructions on how to submit documents are included with this solicitation. Bid 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 120 days thereafter.

The District may make an award within 120 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 120 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 and those included in the attached Sample Agreement. 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 or Sample Agreement, the Respondent MUST submit its request under the procedure set forth in Section 1.4, Questions. Bidders 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 August 23, 2022. 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 Microsoft Teams meeting on your computer or mobile app via
<https://bit.ly/3P6nwIE>
Or call in (audio only)

[+1 786-749-6127](tel:+17867496127), [617543492#](tel:+17867496127) United States, Miami
Phone Conference ID: 617 543 492#

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, or addenda related to this RFB together with any interpretations and supplemental instructions for this RFB will be in the form of written Addenda posted to the websites identified in Section 1.1. Respondents will acknowledge receipt of all Addenda in their responses.

1.7 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1. No bidder will have any rights against the District arising from the District's publicized intention 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.

1.8 **BID WITHDRAWAL.**

Responses may be withdrawn at any time prior to the bid opening.

1.9 **BID SIGNATURE AND FORM.**

An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded DemandStar as part of the complete bid submittal. 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 bidder 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 OPTIONAL ALTERNATIVE BID PROPOSALS. Optional alternate bids are not applicable to this solicitation.

1.12 REJECTION OF BID.

The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is 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.

1.13 RESPONSIVE/RESPONSIBLE.

In order to be deemed responsive, the bidder must possess a General Contractor's license and be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. A response that does not meet all requirements of this solicitation or fails to provide all required information, documents, or materials as provided in Part IV, may be rejected as non-responsive. A bidder whose responses, past performance, or current status does not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state, or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements will in no way relieve the bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.14 REFERENCES.

The bidder shall provide references who can verify bidder's qualifications and past performance record as described in Attachment 2.

1.15 LISTING OF SUBCONTRACTORS.

The bidder must provide a list of all its proposed subcontractors with its bid response as required in Attachment 2. If a proposed subcontractor does not meet the requirements of this RFB as determined by the District, the District may either reject the bid or request the apparent successful

bidder to provide a substitute subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful bidder declines to make any such requested substitution, the contract will not be awarded to such bidder. All subcontractors of bidder shall perform as independent contractors of bidder and not as employees, representatives, or agents of the District.

1.16 **BID TABULATION AND NOTICE OF INTENDED DECISION.**

The names of bidders and their prices (bid tabulations) will be announced at the bid opening and bid recaps (listing the names of bidders who responded to the RFB and their prices listed at time of opening) will be posted for review by interested parties on the on the website(s) identified in Section 1.1. 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, bids received by the District are exempt from disclosure until such time as the District provides notice of intended decision or until after 30 days after opening the bids, whichever is earlier.

The District will award the contract in accordance with Section 4.1, Basis for Award of Contract. A Notice of Intent to Award will be posted for review by interested parties on the website(s) identified in Section 1.1, Internet Availability.

1.17 **BID PROTESTS.**

A person who protests the bid specifications or an Award of Intent to Award must file with the District a notice of protest and formal written protest in compliance with Section 120.57, Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.18 **EXECUTION OF CONTRACT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a bidder in its bid response will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Section 1.4, Questions. The successful bidder must submit a Certificate of Insurance, Progress Schedule, and Schedule of Values to the District within 10 days from the posting of the notice of intent to award. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the contract. The successful bidder must submit a Performance, Payment, and Guaranty Bond within 10 days from notice that it has been awarded the contract. The Contractor will mobilize and commence project work within 10 business days from the date indicated on the Notice to Proceed with construction from the District.

1.19 **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 contract resulting from this RFB. 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 will comply with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, in the procurement of professional services required for the work.

PART II - GENERAL CONDITIONS

2.1 DEFINITIONS.

- 2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder:** Any firm who submits a bid for the Project described in this RFB.
- 2.1.5 **Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 **Contract Documents:** The Agreement, RFB, Technical Specifications, and other reference documents as described in this RFB.
- 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 a designee duly authorized in writing. The District's Project Manager for this Project is Robin Bailey, Structure Operations Bureau.
- 2.1.9 **Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans.
- 2.1.10 **Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.11 **Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.12 **Notice To Proceed:** The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 2.1.13 **Owner Direct Purchases:** Owner Direct Purchases are not applicable to this Project.
- 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 done and which are to be considered as a part of the Contract Documents, the

same as though attached thereto. The words, plans and drawings are used interchangeably herein.

- 2.1.16 **Principal:** When used in connection with the Bid Bond and the Performance, Payment, and Guaranty Bond, "Principal" means the same as "Contractor."
- 2.1.17 **Reference Documents:** The design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.
- 2.1.18 **Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.19 **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.
- 2.1.20 **Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the Engineer, as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the Engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.21 **Surety:** The corporation or individual, bound by the Bid Bond, and Performance, Payment, and Guaranty 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.
- 2.1.22 **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) with construction shall be issued by the District on or before December 01, 2022. Provided the District issues the NTP by this date, Contractor shall commence project work within 10 business days and reach substantial completion on or before March 31, 2023, with final completion being reached on or before April 30, 2023. If the NTP is not issued by such date, the District will have the option to extend the completion times, cancel the award, or terminate the Agreement.

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..... July 22, 2022

Mandatory Pre-Bid Conference/Site Visit August 3, 2022
10:00 a.m. Local Time
S-353 Structure Project Site
5038 E Stokes Ferry Road
Hernando, Florida 34442

Question Period Ends August 9, 2022

Due date for bidders to submit responses (2:00 p.m.) August 23, 2022

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 Intent to Award, anticipated posting date..... September 23, 2022

Notice to Proceed with Construction, no later than by date December 01, 2022

Substantial Completion dateMarch 31, 2023

Final Completion date April 30, 2023

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 law.

2.5 **RETAINAGE.**

The District will withhold 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 it 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 attached to this RFB.

2.5.1 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District. Amounts withheld will not be considered due and will not be paid until the grounds for withholding payment have been remedied.

2.6 **OWNER DIRECT PURCHASES.** Owner direct purchases are not applicable to this solicitation.

2.7 **FUEL COST ADJUSTMENT.** A fuel cost adjustment is not applicable to this solicitation.

2.8 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are understood to indicate the minimum standard of composition and quality desired and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The bidder may offer any brand for which it is an authorized representative which meets or exceeds the bid specification for any item as determined by the Engineer. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's name and number. The bidder will submit with its proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder will explain in detail the reasons the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. If a bidder proposes an equivalent, the burden rests with the bidder to demonstrate equivalency. Mere submission of company or product literature is unacceptable and can be used as a basis for rejection of the claim of equivalence and rejection of the bid. It is understood in cases where an item is named that bidder proposes to furnish this item and not an equivalent unless the bidder expressly indicates and states "EQUAL" in its proposal.

Notwithstanding any provision in the Reference Documents, this provision solely governs the bidder's rights with respect to offering an approved equivalent.

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. A bidder's failure to comply with Chapter 119, Florida Statutes, will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 9, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

2.9.1 Bidder, as part of this solicitation process (and as Contractor if bidder is successful) may in various forms or media hold, come into possession of, generate and/or make lawful copies of certain security and 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 under Section 119.071(3), Florida Statutes, are confidential and/or exempt from the inspection, examination, and/or duplication of public records provisions of Florida's Public Records Law (Exempt Plans). Information made exempt by Section 119.071(3), Florida Statutes, may only be disclosed to licensed architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree to maintain the exempt status of the Exempt Plans. Bidder has read and is familiar with Florida's Public Records Law. Bidder is and shall remain in compliance with said laws, including maintaining the exempt status of the Exempt Plans for so long as any Exempt Plans are held by or otherwise in bidder's possession and require the same of those with whom bidder lawfully shares the Exempt Plans. **Notwithstanding the preceding, bidder shall destroy all Exempt Plans (and any copies thereof in whatever media) in possession of bidder (or in possession of others by or through bidder) prior to the date and time set forth in Section 1.5.**

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), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, 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 (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

2.11 **PURCHASES BY OTHER PUBLIC AGENCIES.** Purchases by other public agencies is not applicable to this solicitation.

2.12 **DISCRIMINATION.** Discrimination provision is not applicable to this solicitation.

2.13 **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this solicitation, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement.

2.14 **EMPLOYMENT OF FLORIDA RESIDENTS.** Employment of Florida Residents is not applicable to this solicitation.

2.15 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with Section 448.095, Florida Statutes, the awarded bidder, before entering into a contract with the District, will comply with Paragraph 17 of Attachment 9, Sample Agreement.

2.16 **LOBBYING PROHIBITION.** Lobbying Prohibition is not applicable to this solicitation.

2.17 **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 provision shall survive the expiration or termination of the Agreement.

2.18 **INSURANCE.**

The contract resulting from this RFB will require the Contractor to maintain during the entire term of the contract, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 9, Sample Agreement, Paragraph 10, Insurance Requirements. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

2.19 **BONDING.**

2.19.1 **BID BOND.** Bidders will furnish a forfeiture bid bond, cash, cashier's check or certified check with its bid response in the amount equal to 5% of their Total Bid Amount, including any contingency, as a guarantee that the bidder will enter into a contract with the District if awarded and furnish the required Performance, Payment and Guaranty Bond. Sample forfeiture type bid bond is attached to this RFB.

2.19.1.1 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.

2.19.2 **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. Sample is attached to this RFB.

2.19.2.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the total agreement amount including contingency. The contingency dollar amount will be determined after the District issues the Notice of Intent to Award. The bond must remain in full force and effect through the District's contract guarantee period. The cost of this bond must be included in the total bid amount on the Bid Response Form.

2.19.2.2 The Performance, Payment, and Guaranty 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).

2.19.2.3 In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, the successful bidder may substitute either cash, (payable to the District's cashier), a certified or bank cashier's check from a national or state bank made payable to the District, or an irrevocable letter of credit in the required amount.

2.19.2.4 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.

2.19.3 **POWER OF ATTORNEY.** The Bid Bond and the Performance, Payment, and Guaranty Bond signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.

2.20 **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.

2.21 **TRENCH SAFETY ACT.**

The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, Florida Statutes. The Contractor must complete and submit the Attachment 4, Trench Safety Act Compliance Form, as part of the Contractor's bid package.

2.22 **VALUE ENGINEERING.** Value engineering is not applicable to this solicitation.

2.23 **DRAWINGS AND SPECIFICATIONS.**

The Contractor will be furnished drawings and technical specifications. The drawings which constitute a part of the bid documents are as indexed on the title sheet of the drawings. The drawings for this Project are provided in the Reference Documents Section of this RFB.

2.23.1 The Contractor will keep one set of drawings and specifications on site and will maintain this set on site at all times. As construction progresses, the Contractor will note all deviations from the drawings and specifications on this set. Such deviations will be approved by the District and will include all changes in materials and equipment. The District will periodically check these drawings for completeness and accuracy and at the completion of the work these drawings will be used by the District as a guide in the preparation of permanent Record Drawings.

2.23.2 The District's interpretation of the drawings and/or specifications will be final. Large scale drawings supersede small scale drawings. Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items. All dimensions shown of existing work and all dimensions required for work that is to be connected with existing work will be verified by the Contractor by actual measurement of the existing work. Any work or variance with that specified or shown on the drawings will not be performed by the Contractor until approved in writing by the District. Any work performed by the Contractor without such approval from the District will be at its own risk and expense.

2.23.3 All drawings, specifications and copies thereof furnished by the District are the property of the District and are not to be used on other work; and with the exception of the signed contract set, are to be returned to the District at the request of the District upon the completion of the work.

2.24 **FAILURE TO COMPLETE THE WORK ON TIME.**

The Contractor shall coordinate and work cooperatively with the District's consultants as outlined in Figure 2 – Technical Specifications. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead its want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.24.1 Nothing in this section 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.

2.24.2 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 aforementioned delays.

2.25 **LIQUIDATED DAMAGES.**

The parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages, for each and every day that the time consumed in completing the work exceeds the time allowed therefore shall be 1,200.00 per calendar day. The parties specifically agree that the stated liquidated damages do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable thereof. This provision shall survive the expiration or termination of the Agreement.

2.26 **CONTRACTOR'S UNDERSTANDING.**

It is understood and agreed that the Contractor has, by careful examination, satisfied itself 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 it has investigated and correlated his observations with the requirements of this RFB and satisfied itself 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 it is satisfied 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 itself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB.

If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily

encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District and Engineer in writing about such condition. The 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.

2.27 MATERIALS, APPLIANCES, LABOR.

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.

2.28 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 its 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.

2.29 MATERIALS AND EQUIPMENT SCHEDULES.

As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed which are not in accordance with the Agreement requirements will be rejected.

2.30 STANDARDS FOR QUALITY AND WORKMANSHIP.

All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with least maintenance costs.

2.31 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 five (5) years for the polyurethane injection material and workmanship and one (1) year for all other materials and workmanship from the date of final project acceptance 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 the Surety. Said guarantees shall be fully covered by the Performance, Payment, and Guaranty Bond.

2.32 **ESTIMATED QUANTITIES.**

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

2.33 **PERMITS AND REGULATIONS.**

The Contractor will be responsible to secure all necessary permits for the Project. The Contractor will keep copies of these permits at the construction site throughout the construction period. The Contractor will be responsible for complying with all conditions of the permits.

2.34 **PROTECTION OF WORK AND PROPERTY.**

The Contractor will continuously maintain adequate protection of all its 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. 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.

2.34.1 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.

2.35 **CONSTRUCTION ACCESS.**

The Project site is on District property. The Contractor must access the Project site using the District gates along the south side of E. Stokes Ferry Road on each side of the canal in Citrus County, Florida. The Contractor shall provide 3 padlocks to be used for gate access for the duration of the Project providing the Contractor the ability to unlock the gates. The Contractor may only use existing established berm roads to access each end of the structure.

Project site access is not permitted via N. Nature Trail except in the case of an emergency. Parking, laydown, or other Project activities will not be permitted outside the fenced in Project site area or on N. Nature Trail.

2.36 **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 in this RFB nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

2.36.1 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 the Contractor will advise the District of the date of 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.

2.37 **TESTS.**

The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor will furnish 2 copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Contractor will pay all costs for testing required together with other changes incidental to testing.

2.38 **CONTRACTOR SUPERINTENDENT.**

On each project site, the Contractor will keep a competent superintendent and any necessary assistants during its progress. Upon the District's request, the Contractor must provide a list of all proposed superintendents. Any personnel changes in the superintendent will require the prior written consent of the District. The superintendent will represent the Contractor. The superintendent will give efficient supervision to the work using best skill and attention.

2.39 **HOURS OF WORK.**

The Contractor may access the Project site and perform work between sunrise to sunset Monday through Friday provided work hours comply with local ordinances of Citrus County, Florida. Other hours of work may be authorized at the sole discretion of and in writing by the District Project Manager upon request of the Contractor. District working hours will generally be considered as being from 7:00 a.m. to 7:00 p.m., Monday through Friday. Work done at times other than said District working hours will be considered overtime work for the District. As such any inspection services required of the District or its duly authorized representative during overtime hours will be made at the expense of the Contractor, and such costs will be deducted from payments otherwise due the Contractor. The cost to be deducted from payment otherwise due the Contractor will be the overtime hours at an hourly rate of \$160 per hour.

2.40 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST NOTICE OF INTENT TO AWARD).**

The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule which will be accompanied by a Schedule of Values will be the primary means of control of the Project and will be used as the basis of scheduling all work and for determination of contract progress payments. The Contractor will provide its proposed Progress Schedule and Schedule of Values to the District in accordance with the timeframe provided in Section 1.18. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement.

The Progress Schedule will contain a Gantt chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of 5 days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review,

equipment delivery, and all quality or operational testing activities will be included.

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

2.41 **JESSICA LUNSFORD ACT.** The Jessica Lunsford Act is not applicable to this solicitation.

2.42 **POTENTIAL FERAL HOG DAMAGE.** Potential Feral Hog Damage is not applicable to this solicitation.

PART III – SCOPE AND SPECIFICATIONS

The District is soliciting bids from qualified bidders to furnish and deliver, if and when ordered, all required work necessary for reconstruction and repairs of the uplift pressure relief (underdrain) system at the toe of the spillway and at the end of the stilling basin of water control Structure S-353, as more particularly shown in the Reference Documents.

3.1 **STRUCTURE AND PROJECT BACKGROUND INFORMATION.**

The S-353 water control structure has three primary functions predicated on the water surface elevations observed in the Hernando Pool. They are to: 1) discharge excess water from the Hernando Pool in order to maintain water surface elevations that meet the District's goals for management of the pool; 2) control discharges during flood events in order to avoid exceeding desirable stages in Lake Tsala Apopka; and 3) restrict discharge during floods to that which will not cause damaging velocities downstream. The S-353 structure was built by the U.S. Army Corps of Engineers in 1968. The structure controls water releases from the Tsala Apopka chain of lakes during high water events and acts like a dam during periods when water is low.

A ground penetrating radar (GPR) survey of the spillway and concrete testing have determined the presence of a void under the concrete spillway and a visual inspection has determined the pressure relief system is failing. Specifically, a corrugated metal pipe associated with the pressure relief system has deteriorated causing it to fail in some areas.

3.2 **PROJECT DESCRIPTION.**

The Project site is located in the Withlacoochee River Basin in northeast Citrus County, Florida. It is situated along Lake Tsala Apopka Outfall Canal, C-331, between the Withlacoochee River and the Hernando Pool, in Section 6, Township 18 South, Range 20 East in Citrus County, Stokes Ferry Quadrangle.

The scope of repairs includes reconstruction of the spillway toe underdrain, reconstruction of the sill underdrain, injection of polyurethane grout to fill voids, and repair of concrete surfaces and joints.

Work may only be performed during the dry season (defined as October 1st through May 31st (8 months). All work shall be constructed in accordance with the Reference Documents included with the District RFB.

It is essential that the Contractor adhere to the time schedule provided for the Project. The Contractor must be able to provide sufficient equipment and personnel to meet District deadlines.

3.3 **GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.**

Refer to Reference Documents for General Requirements, Construction Drawings and Technical Specifications.

All Section Numbers referenced on Figure 1, Design Drawings refer to the Florida Department of Transportation (FDOT) 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagemenuimplemented/specsbooks/>. FDOT specification sections have been provided in Figure 6, Florida Department of Transportation Applicable Specifications.

- 3.3.1 The Contractor shall provide all necessary labor, equipment, and materials to complete the Project as described within the Contract Documents.
- 3.3.2 The Contractor shall be responsible for inspecting and accepting the existing conditions of the work site prior to bidding.
- 3.3.3 All disturbed areas of the berm roads, vehicle parking areas, laydown areas, sanitary facility areas, storage areas, equipment parking areas, etc., shall be restored to pre-Project condition and vegetated state as directed by the District Project Manager at the conclusion of the Project. All site and vegetation restoration plans must be approved in writing by the District Project Manager prior to implementation.
- 3.3.4 The total cost of any water bypass pumping required shall be a listed cost in the Bid Response Form.
- 3.3.5 The Contractor shall have a copy of all permits at the Project work site and shall perform all work in accordance with the requirements of the permits, including those obtained by the District.
- 3.3.6 Prior to commencing work, the Contractor shall provide the District Project Manager with a copy of its project safety plan.
- 3.3.7 The Contractor is responsible for protection of existing trees and vegetation on or adjacent to the Project work site, materials and equipment storage areas, and access roads. All trees are to be in the work site and access corridor are to be protected from damage to the maximum extent practicable. The Contractor shall install tree barricades in areas as directed by the District Project Manager.
- 3.3.8 The Contractor is responsible to dispose of any construction debris or other materials, including discarded material, from the Project site and to dispose of these materials offsite in compliance with all laws.

3.4 **SCOPE.**

The Contractor shall furnish all labor, equipment, and materials required to perform the work in the following categories/areas:

3.4.1 Shallow Subsurface Polyurethane Injection:

Furnish and inject expansive one or two-part polyurethane grout to fill voids and seal drainage structure at the locations shown in the Plans. Comply with all quality control metrics established in the Technical Special Provision for the use of polyurethane injections.

3.4.2 Toe Underdrain System:

Demolish the slab within the limits shown on the Plans. Abandon existing toe drain outlet pipe. Replace abandoned pipe with new pipe and repair concrete.

3.4.3 Sill Underdrain System:

Demolish end sill except retaining wall footings as shown in Plans. Abandon existing sill drain outlet pipe. Replace abandoned pipe with new pipe and repair concrete.

3.4.4 Spillway Repairs:

Repair concrete deficiencies in the spillway slab including voids, spalls, and scaling. Clean and seal all construction joints in the spillway and side walls. Apply penetrant sealer over the entire spillway slab.

3.4.5 Record Documents:

3.4.5.1 The Contractor shall maintain one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Field Orders, field test records, and construction photographs and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to District and Engineer for reference. Upon completion of the work, these record documents, Samples, and Shop Drawings will be delivered to District.

3.4.5.2 The record drawings shall be marked up as the work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc., encountered or installed.

3.4.5.3 Upon completion of the work, the Contractor shall deliver to the District a reproducible set of updated plans. The Contractor will transfer all its "as-built" information to these reproducible and deliver the resultant "as-built" set of plans, together with the record survey book to the District. Each completed set of "As-Built" drawings must include on its face, a certified statement by the Contractor's Principal that the set of "As-Built" drawings accurately depicts the actual work as constructed.

3.5 **DEWATERING.**

- 3.5.1 The Contractor shall submit its proposed dewatering plan to the District's Project Manager for review by the District's Engineer. Dewatering activities shall not commence until the District provides written notice that the plan is acceptable. The District's acceptance does not relieve the Contractor of its responsibility to conduct dewatering activities in accordance with industry standards and in such a manner to achieve the performance requirements of this Project.
- 3.5.2 The Contractor shall provide an earthen berm extending across the S-353 channel on the downstream side of the structure to facilitate dewatering activities. No other means of controlling flows within the S-353 channel are acceptable.
- 3.5.3 The Contractor shall provide relevant design features of earthen berm in their dewatering plan including the earthen berm's geometry, size, stability, and ability to facilitate access across the S-353 channel for construction and inspection related activities. The Contractor's dewatering plan shall include, at a minimum, the following design features for the earthen plug construction:
 - 3.5.3.1 Site plan showing the location and geometry of the earthen plug including centerline, upstream and downstream invert elevations, S-353 channel bank tie in, relevant construction features including upstream and downstream slopes, crest elevation, freeboard and crest width, identify any proposed armament and provide sufficient information to assure the District the location, design and construction of the earthen berm has been well thought out by the Contractor to meet the Contractor's and District's needs for a successful project.
 - 3.5.3.2 No less than two cross sections (parallel and perpendicular to earthen berm axis) shall be provided in the Contractor's dewatering plan. These cross sections shall detail the earthen berm geometry including toe elevations, crest elevation, freeboard, crest width and side slopes, identify any proposed armament and provide sufficient information to assure the District that the location, design, and construction of the earthen berm has been well thought out by the Contractor to meet the Contractor's and District's needs for a successful project.
 - 3.5.3.3 The Contractor's dewatering plan shall include Contractor's means and methods to mitigate damage to the earthen berm from overtopping and avoid failure or other unwanted outcomes from overtopping.
 - 3.5.3.4 The Contractor's dewatering plan shall include Contractor's means and methods to mitigate piping and or seepage through the earthen berm to avoid failure or other unwanted outcomes from piping and or seepage.
 - 3.5.3.5 The Contractor's dewatering plan shall include construction methodology for the earthen berm including placement of earthen berm material and compaction, treatment of S-353 channel side slopes and channel bottom prior to placement of earthen berm materials, placement of any proposed armament, removal of the earthen berm and restoration of S-353 channel existing features and geometry impacted by the construction of the earthen berm.
- 3.5.4 The Contractor shall mitigate excessive noise from dewatering activities. The Contractor's dewatering plan shall detail the Contractor's plan to mitigate excessive noise from dewatering pumps through proper location of pumps and/or providing sound attenuating

walls or enclosures for all dewatering pumps as required to meet the noise level reduction requirements as determined in the dewatering plan and by the District's Project Manager. The type, number and anticipated operational aspects (hours of operation, total hours, etc.) of the dewatering pumps shall be included in the Contractor's dewatering plan. All noise levels are also subject to any local ordinances of Citrus County, Florida.

3.6 **TEMPORARY UTILITIES.**

3.6.1 General

- 3.6.1.1 Engage the appropriate local utility company to extend temporary electric and phone service to the Project area from nearby existing utilities. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
- 3.6.1.2 Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the Site, or in remote areas without services, provide trucked-in services as required for start-up and construction operations.
- 3.6.1.3 Furnish, install, and maintain temporary utilities required for adequate construction, safety, and security. Modify, relocate, and extend systems as work progresses. Repair damage caused by installation or use of temporary facilities. Grade the areas of Site affected by temporary installations to required elevations, and grades and clean the area. Remove on completion of work or until service or facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- 3.6.1.4 The types of temporary construction utilities and facilities required include, but are not limited to, potable drinking water, wastewater, drainage, dewatering equipment, enclosure of work, ventilation, electrical power, lighting, hoisting facilities, stairs, ladders, and roads.
- 3.6.1.5 Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities and obtain required certifications and permits for use.
- 3.6.1.6 Materials used for temporary service shall not be used in the permanent system unless so specified or acceptable to the District.

3.6.2 Temporary Electricity and Lighting

3.6.2.1 New Service

- 3.6.2.1.1 Connect temporary service in a manner directed by utility company officials. Provide separate meter for metering of power used by all entities authorized to be at or perform work at the Project Site.
- 3.6.2.1.2 The electric service shall be of sufficient capacity and characteristics for the various construction tools, machinery, lights, heating, and air conditioning, pumps, and other tools required by Contractor and his Subcontractors. In areas of the Project where permanent or temporary power service from the local utility is not available, the Contractor shall

supply and maintain engine-driven, power generator sets.

3.6.2.1.3 Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, and lighting.

3.6.2.1.4 Provide overload protection. Supply power for electric welding, if any, from engine driven, power-generator sets.

3.6.2.1.5 Provide adequate artificial lighting for all areas of work when natural light is not adequate for work.

3.6.2.1.6 Sufficient light shall be provided for general construction areas, with additional sufficient lighting for specific tasks and to meet safety requirements.

3.6.2.2 Use of Permanent System

3.6.2.2.1 Prior to use of permanent system to be installed by the power company for construction purposes, obtain written permission of the District.

3.6.2.2.2 Maintain permanent system as specified for temporary facilities.

3.6.2.3 Costs of Installation and Operation:

3.6.2.3.1 Pay fees and charges for permits and applications.

3.6.2.3.2 Pay costs of installation, maintenance, removal of temporary services, and restoration of any permanent facilities used.

3.6.2.3.3 Pay costs of electrical power used (if applicable).

3.6.2.3.4 Pay costs of furnishing, operating, and maintaining engine-driven power-generator sets, where applicable.

3.6.3 Temporary Sanitary Facilities

3.6.3.1 Contractor shall furnish, install, and maintain temporary sanitary facilities for use through construction period. Remove on completion of work.

3.6.3.2 Provide for all construction workers under this Agreement and representatives at the Site.

3.6.3.3 Toilet facilities shall be of the chemical-aerated recirculation or combustion type, properly vented and fully enclosed with a glass- fiber-reinforced polyester shell or similar nonabsorbent material

3.7 **TEMPORARY SIGNS AND FENCING.**

3.7.1 One sign shall be provided measuring 8' wide x 4' high, constructed of high-density plywood (painted with exterior white), or white weather-and wind-resistant equivalent (corrugated plastic or other durable material). It shall be mounted and braced with

pressure-treated lumber as necessary and maintained in presentable condition for the duration of the Project. The sign shall be in place prior to commencement of work. Lettering shall be black vinyl cut out or professionally hand-painted. District seal (12" color vinyl decal) is available through your District Project Manager; District logotype (shown above as an example) is available as a digital file download for vinyl cut out process at www.WaterMatters.org/logo. See Figure 7, Project Sign Specifications.

3.7.2 The Contractor shall provide all necessary barricade devices and additional signage, including for traffic, construction workers, and general public in regards to directions, warnings, hazards, locations of areas, facilities, equipment, and others of a similar nature, as required by applicable law and to ensure site security and public safety. All such barricade devices and signs shall be in the design, size, color, and lettering as required by regulatory agencies and with regard to the conditions in which they are to be placed.

3.7.2.1 Temporary chain link construction fencing minimum 6 feet tall with lockable gates as required shall encompass all laydown, restroom, storage, equipment parking, etc. areas (both North/West and South/East sides of the structure) during the entire Project.

3.7.3 All such barricade devices and signs shall be removed by the Contractor upon completion of the Project.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive and responsible bidder. Cost must be provided for all bid items. If there is a discrepancy in a calculation, the applicable unit price 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 interest of the District.

The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 **BID BOND.** Bidders will furnish a forfeiture bid bond in substantially the form attached to this RFB, or alternate security in the form of cash, cashier's check or certified check as required by this RFB.

4.1.2 **SATISFACTORY REFERENCES.** References must be provided as required by this RFB.

4.1.3 **ACKNOWLEDGMENT OF ADDENDA.** Bidder shall acknowledge receipt of all written Addenda issued for this RFB. Failure to acknowledge receipt, review, and acceptance of any Addenda may result in the bid being considered non-responsive.

4.1.4 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subsection 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 bidder must provide costs for all bid items.

4.1.4.1 Bid and contract forms required with bid submission:

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

4.1.4.2 Sample documents referenced in this RFB:

- Attachment 8 - Performance, Payment, and Guaranty Bond
- Attachment 9 - Sample Agreement

4.1.4.3 Forms to be signed by an authorized individual and submitted prior to bidder being eligible to receive confidential and/or exempt reference documents as contemplated in Section 1.1, above:

- Attachment 10 - Exempt Documents Distribution Agreement (EDDA)

The remainder of this page has been intentionally left blank.

Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
 BID RESPONSE FORM
 FOR
 S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
 CITRUS COUNTY, FLORIDA
 BID NUMBER RFB 2201**

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

The bidder certifies that the Attachment 2, Bidder Qualification Requirements information provided is true and correct to the best of its knowledge.

The bidder has also carefully read any Addenda issued for this RFB. Addenda are available at <http://www.watermatters.org/procurement> and www.demandstar.com. The bidder is responsible for reviewing these documents, signing each Addenda signature page, and submitting with the bidder's bid.

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

Bidder Name (Company Name as Contained on Corporate Seal)

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

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

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

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

NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

ATTACHMENT 1 (Continued)
BID RESPONSE FORM
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201

BID RESPONSE FORM					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Mobilization	1		Lump Sum	
2	Structural Repair of Concrete	2,106		Square Feet	
3	Shallow Subsurface Polyurethane Injection	1		Lump Sum	
4	Cleaning and Sealing Joints	645		Linear Feet	
5	Cleaning and Sealing Concrete Surfaces	4,211		Square Feet	
6	Toe Drain Replacement	1		Lump Sum	
7	End Sill Drain Replacement	1		Lump Sum	
8	Dewatering	1		Lump Sum	
9	Demobilization	1		Lump Sum	
10	Record Documents	1		Lump Sum	

TOTAL BID AMOUNT \$ _____

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

**ATTACHMENT 2
BIDDER QUALIFICATION REQUIREMENTS
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

A. REFERENCES FOR BIDDER:

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

- Project at substantial completion within the last 5 years.
- Constructed value of at least 300,000.
- Similar in size and scope to this Project.
- Minimum of one referenced project shall have used polyurethane injection for foundation stabilization.
- Minimum of 2 references shall be from sources other than the District.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the bidder's performance on the specific project performed by the bidder. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

B. SUBCONTRACTORS:

The bidder must provide a list of all subcontractors who will perform the work on this Project.

For each subcontractor that will perform work specified in PART III, Scope and Specifications, the bidder must provide a minimum of three (3) references for each subcontractor who can verify subcontractors qualifications and past performance record on projects that meet the following requirements:

- Project at substantial completion within the last 5 years.
- Similar in size and scope to this Project.
- Minimum of 2 references shall be from sources other than the District.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the bidder's performance on the specific project performed by the bidder. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

The remainder of this page has been intentionally left blank.

F. SUBCONTRACTOR QUALIFICATIONS:

Bidder must provide resumes for the license holder, Project Manager, and Superintendent for each of its subcontractors that will perform work specified in PART III, Scope and Specifications, listing their qualifications, experience, education, and training, as applicable. Subcontractor resumes shall show the minimum level and years of experience for each type of trade on projects similar in size and scope of this Project.

The remainder of this page has been intentionally left blank.

REFERENCE FORMAT

Bidder Name: _____

Bidder's Subcontractor Name (if applicable): _____

Reference Business and Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of bidder's team (list their names and roles on the reference project): _____

**ATTACHMENT 3
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

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

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

- 1) that we will not use any facility on the *Excluded Parties List System* in the performance of any 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

**ATTACHMENT 4
TRENCH SAFETY ACT COMPLIANCE FORM
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

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 regards to trench safety.
3. The bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The bidder will consider the geotechnical information available from the District, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the District is not obligated to provide such information, that bidder is not to rely solely on such information if provided, and that bidder is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$_____ per lineal foot.
6. The amount in Item 5 herein includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 5
 BID BOND
 FOR
 S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
 CITRUS COUNTY, FLORIDA
 BID NUMBER RFB 2201**

_____, as
 Principal, and _____, as

Surety, are bound to the Southwest Florida Water Management District ("District") in a penal sum equal to **five percent** of the total amount, including sales tax together with any contingency, additive, and alternate amounts, bid by Principal in its response ("Submittal") to **S-353 SPILLWAY RECONSTRUCTION AND REPAIRS CITRUS COUNTY, FLORIDA BID NUMBER RFB 2201**, hereinafter the "Solicitation", for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided in this Bid Bond. THE CONDITIONS OF THIS BID BOND are such that if the Principal signed the Submittal to the District within the time specified in the Solicitation, then the Principal shall not withdraw its Submittal except as allowed in the Solicitation, and shall, if awarded, promptly (i) sign the Agreement (as defined in the Solicitation) upon the terms, conditions, and price set forth in the Solicitation and Submittal, (ii) provide proof of insurance (including endorsements) as required in the Solicitation, and, (iii) if a Payment Performance and Guaranty Bond ("Bond") is required by the Solicitation, provide a certified recorded copy of the signed Bond in the required amount and in the required form with good and sufficient surety(ies) satisfactory to the District for the faithful performance and proper fulfillment of said Agreement, 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 the Principal.

PRINCIPAL AND SURETY sign this Bid Bond on the _____, 20_____.

PRINCIPAL:

SURETY:

By: _____
 Print signer's name: _____
 Title: Pres Exec/Sr VP CEO Gen Ptr
Mgr (Mgr-Mgd LLC) Auth Mbr (Mbr-Mgd LLC)
Other: _____
(if Other is checked attach proof of authority)
 License no: _____

By: _____
As Attorney in Fact (attach Power of Attorney (POA))
 Print signer's name: _____
 (Name must EXACTLY match name on POA)
 License no: _____

[CORPORATE SEAL]

Countersignature:

By: _____
 (Florida Licensed Insurance Agent)
 Print signer's name: _____
 License no: _____
 Agency Name: _____
 Phone no.: _____
 Bus. Address: _____

**ATTACHMENT 6
PUBLIC ENTITY CRIMES STATEMENT
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

**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, I 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 287.133(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

ATTACHMENT 7
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201

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

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

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

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

Company:

By:

Signature of Authorized Representative Date

Sample Forms Referenced in this RFB

**ATTACHMENT 8
PERFORMANCE, PAYMENT, AND GUARANTY BOND
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

State of _____

Bond No. _____

County of _____

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

WHEREAS the Principal entered into Agreement No. _____ with the District, for the S-353 Spillway Reconstruction and Repairs Project located in the County of Citrus, 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;

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

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

BY: _____
Title:
As authorized agent for Principal

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY: _____
Authorized Agent for Surety

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

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

**ATTACHMENT 9
SAMPLE AGREEMENT
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA

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 S-353 Spillway Reconstruction and Repairs in Citrus 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:
Robin Bailey
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.

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 2201 (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference, and Exhibit "B", Contractor's Progress Schedule. 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 3.3 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. A Change Order must be initiated by the Contractor through a Change Proposal, in substantially the form set forth in Exhibit "D", submitted to the District's Project Manager that will provide a cost estimate and performance schedule for completing the proposed change work together with such additional information as the District's Project Manager or Project Engineer may reasonably request.

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 as Exhibit "D" for additional work on an as needed basis for ancillary Project services within any available contingency. 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 performance schedule for completing the proposed contingency work 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 work 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 as Exhibit "D" 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 the a not to exceed amount of \$_____ (Base Amount). 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 Unit Cost and Fixed Price Work Items basis in accordance with the Schedule of Values set forth in Exhibit "C" 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 S-353 Spillway Reconstruction and Repairs in Citrus 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 "D."

4.8. The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. 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) with Construction shall be issued by the District on or before December 01, 2022. Provided the District issues the NTP by this date, Contractor shall commence project work within 10 business days and reach substantial completion on or before March 31, 2023, with final completion being reached on or before April 30, 2023. If the NTP is not issued by such date, the District will have the option to extend the completion times, cancel the award, or terminate the Agreement.

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 352-796-7211, ext. 4555, 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 firesafety 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:

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

10.4. 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.

10.5. The Contractor shall provide a builder's risk insurance policy (all-risk perils including flood and water damage) to the District in the amount of 100% of the value of the complete building/structure. The District is to be named as additional insured on the policy.

10.6. The Contractor shall provide evidence of watercraft liability and name the District as additional insured if watercraft will be used in the Contractor's scope of work; with the following minimum limit and coverage:

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

10.7. 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.

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

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 guarantee/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."

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 Bureau 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", then to Exhibit "C", and then to Exhibit "D".

- Exhibit "A" Special Project Terms and Conditions
- Exhibit "B" Contractor's Progress Schedule
- Exhibit "C" Contractor's Schedule of Values
- Exhibit "D" Sample Forms
- District's Request for Bids 2201
- Contractor's Response to RFB 2201

The remainder of this page has been intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA

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 the 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 8:00 a.m. to 5:00 p.m., 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 with Construction 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.
 - 6.3 The District may elect to issue a Notice to Proceed with Procurement prior to the issuance of the Notice to Proceed with Construction as the discretion of the District. If the District issues a Notice to Proceed with Procurement, the Contractor will start the process to procure the designated materials, equipment, or otherwise authorized items within 10 business days.
- 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 Districts' 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 in advance of such work, 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, and the Progress Schedule and Schedule of Values updated as appropriate. When requested by the District's Project Manager, the Contractor will submit a Change Proposal for District-desired 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 together with such other information as the District may reasonably require. 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. The District's Project Manager will have authority to order minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work through a Field Directive/Administrative Approval.

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 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 3 months, through no act or fault of the Contractor or of anyone under the Contractor's control, then the Contractor may, upon giving 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 notified to do so by the District, will promptly remove any part or all of his equipment and supplies from the project site. If the Contractor fails to do so, the District will have the right to remove such equipment and supplies at the expense of the Contractor.
14. The District will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the

entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the Contractor may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the District's Project Manager.

15. The Contractor will invoice the District for progress made in each activity in accordance with the Schedule of Values attached to Agreement.
16. The Contractor is as fully responsible to the District for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as Contractor is for the acts and omissions, or persons directly employed by Contractor. Prior to commencing work, the Contractor will provide the District with a photocopy of all required licenses and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the District.
17. The Contractor and the District will develop a single list of items required to render the services purchased by the District under this Agreement, complete, satisfactory, and acceptable to the District within 30 calendar days after reaching substantial completion according to the following process. The 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 the Contractor disputes any item, the Contractor must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The District will review Contractor's supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
 - 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the services purchased pursuant to this Agreement.
 - 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the District will continue to withhold 150 percent of the total costs to complete such items.
18. The District's Project Manager will recommend final acceptance of the work performed pursuant to the Project when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the Project work is ready for beneficial use or occupancy. The Contractor will notify the District's Project Manager in writing within 15 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.

The remainder of this page left blank intentionally.

EXHIBIT "B"
PROGRESS SCHEDULE

Insert negotiated Progress Schedule, as appropriate, here.

(The remainder of this page intentionally left blank)

EXHIBIT "C"
SCHEDULE OF VALUES

Insert negotiated Schedule of Values, as appropriate, here.

(The remainder of this page intentionally left blank)

EXHIBIT "D"

SAMPLE FORMS

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

Project: S-353 Spillway Reconstruction and Repairs, Citrus County, Florida

Contractor:

Project Engineer: NorthStar Contracting Group, Inc.

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
<p>DISTRICT PROJECT MANAGER</p> <p>By: _____ Print Name: Click or tap here to enter text.</p>	<p>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</p> <p>By: _____ Print Name: Click or tap here to enter text.</p>

**Change Order No. ____
Southwest Florida Water Management District**

Project: S-353 Spillway Reconstruction and Repairs, Citrus County, Florida

Contractor:

Project Engineer: NorthStar Contracting Group, Inc.

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. _____, 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
<p>ENGINEER</p> <p>By: _____ Date</p> <p>Print Name: _____</p> <p>DISTRICT PROJECT MANAGER</p> <p>By: _____ PM NAME Date</p>	<p>[CONTRACTOR]</p> <p>By: _____ Date</p> <p>Print Name: _____</p> <p>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</p> <p>By: _____ Select or type District signatory name. Date</p>

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. _____*

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]

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 ____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

PROJECT: S-353 SPILLWAY RECONSTRUCTION AND REPAIRS, CITRUS COUNTY,
FLORIDA BID NUMBER RFB 2201

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AGREEMENT NO.:

CONTRACT DATE:

CONTRACTOR: _____

_____ SURETY COMPANY, on bond of

(here insert 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

(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

**ATTACHMENT 10
FOR
S-353 SPILLWAY RECONSTRUCTION AND REPAIRS
CITRUS COUNTY, FLORIDA
BID NUMBER RFB 2201**

EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT

THIS EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (Agreement) is made by the undersigned individual, personally, and on behalf of the below named entity (Vendor), in consideration of the Southwest Florida Water Management District (District) considering releasing to Vendor certain documents protected under Chapter 119, Florida Statutes (F.S.) in connection with the following District solicitation (Solicitation): S-353 SPILLWAY RECONSTRUCTION AND REPAIRS, CITRUS COUNTY, FLORIDA (RFB 2201).

Vendor must fully complete, sign and return this Agreement to procurement@watermatters.org before the District will consider releasing any protected documents. The District will review complete, signed Agreements on a first come, first served basis subject to staff availability. Agreements received less than 3 business days before the Solicitation opening date and time will not be reviewed.

1. Purpose. To, in furtherance of Vendor's desire to respond to or otherwise be considered to perform work associated with the Solicitation, request to receive certain Solicitation-related documents (as electronic files or in such other medium as the District may provide) that are confidential and/ or exempt from public disclosure as provided by Sec. 119.071(3)(a) and/or (b), F.S. (attached), hereinafter the "Exempt Documents". Vendor and I understand nothing in this Agreement guarantees or requires that the District provide access to the Exempt Documents.

2. Vendor Information.

Vendor Legal Name: _____

Vendor Address: _____

Vendor Contact Name: _____

Vendor Contact Email: _____

Vendor License No(s): _____

Vendor is a/an Architect | Engineer | Contractor | Other: _____

3. Recipient Certification. I, the undersigned individual, personally, and/or as an authorized representative of the Vendor, certify I have read and fully understand the responsibilities and obligations of Section 119.071(3), F.S. and agree that I and/or Vendor shall fully comply with said responsibilities and obligations, including maintaining the exempt and/or confidential status of the Exempt Documents received for so long as any such Exempt Documents are in our possession. I and/or Vendor shall destroy the Exempt Documents, including any lawful copies thereof, in any media lawfully allowed or made by or through Vendor, prior to the Solicitation opening date and time. Vendor and I agree that failure to so comply, including the destruction of the Exempt Documents (and any copies thereof by or through Vendor in any media) goes to our responsibility to be awarded the Solicitation and other public contracts.

4. Violation; Indemnification and Release. A knowing violation of the Public Records Law constitutes a first-degree misdemeanor, punishable by possible criminal penalties of one year in prison, a \$1,000 fine, or both. To the maximum extent allowed by law, I and/or Vendor shall indemnify, defend, and release the District from any claim arising out of or related to my and/or Vendor's failure to comply with Florida's Public Records Law, including maintaining the exempt and/or confidential status of the Exempt Documents and carrying out their destruction as required herein.

By: _____ Date: _____

Print Recipient (Authorized Signer) Name: _____

Signer Title (check one): Individ/Sole Prop | Pres | Sr/Exec VP | Gen Ptnr

Mgr (Mgr Mngd LLC) | Mbr (Mbr Mngd LLC)

Other: _____

If "Other", must attach proof of authority.

Rev. 20210317.rsp

ATTACHMENT TO EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT

Section 119.071(3), F.S. (2020), provides in pertinent part:

119.071 General exemptions from inspection or copying of public records.—

(3) SECURITY AND FIRESAFETY.—

- (a)1. As used in this paragraph, the term "security or fire safety system plan" includes all:
 - a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
 - b. Threat assessments conducted by any agency or any private entity;
 - c. Threat response plans;
 - d. Emergency evacuation plans;
 - e. Sheltering arrangements; or
 - f. Manuals for security or fire safety personnel, emergency equipment, or security or fire safety training.
2. A security or fire safety system plan or portion thereof for:
 - a. Any property owned by or leased to the state or any of its political subdivisions; or
 - b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or fire safety system plans held by an agency before, on, or after the effective date of this paragraph. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.
3. Information made confidential and exempt by this paragraph may be disclosed:
 - a. To the property owner or leaseholder;
 - b. In furtherance of the official duties and responsibilities of the agency holding the information;
 - c. To another local, state, or federal agency in furtherance of that agency's official duties and responsibilities; or
 - d. Upon a showing of good cause before a court of competent jurisdiction.
- (b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution.
 2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
 3. Information made exempt by this paragraph may be disclosed:
 - a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
 4. The entities or persons receiving such information shall maintain the exempt status of the information.
