

SUBMIT BID RESPONSES TO:

**PROCUREMENT SERVICES OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899**

**DIRECT INQUIRES TO: Ari Horowitz, Procurement Specialist
TELEPHONE: (352) 796-7211 Ext. 4135; FAX: (352) 754-3497
Email: procurement@watermatters.org
Posted: January 10, 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 Edward Medard Toe Drain Replacement (B837) – RFB #2215 in Hillsborough County, Florida (Project). 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 at the Edward Medard Dam in Hillsborough County, Florida.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

January 20, 2022

10:00 a.m. Local Time

Edward Medard Dam Project Site

7024 Turkey Creek Rd, Plant City, FL 33567

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

To minimize contact and reduce COVID-19 potential during the pre-bid conference and site visit, the District recommends attendees to utilize personal protective equipment (i.e., wearing masks) and practice social distancing, in compliance with applicable law, executive order, District policy, and other jurisdictional requirements. All attendees shall be in good health on the day of the meeting or substitute an alternative representative to attend. Adequate parking will be available at the site to allow individuals to drive separately from one another for the site visit. The District reserves the right to break attendees into smaller groups depending on room size or location constraints or to hold additional pre-bid conference/site visits. The District further reserves the right to impose additional conditions as guidance evolves in the interests of health and safety. The District appreciates your cooperation with these conditions.

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, F.S., available pursuant to Section 1.1 of this RFB.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #2215
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA**

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REFERENCE DOCUMENTS – Available for download from the DemandStar and District Procurement websites or if exempt per Chapter 119, F.S. as stated in Section 1.1 of this RFB

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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 at and may be downloaded from <http://www.watermatter.org/procurement> and www.demandstar.com. Persons/firms receiving solicitations from the Internet website are responsible to recheck the website for any changes or addenda.

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 Figure 1, Figure 2, Figure 3, Figure 5, and Figure 6 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.

Additional responsibilities regarding such confidential and/or exempt documents may be found in Paragraph 2.9.1, below, and Paragraph 6.3 of the Sample Agreement.

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, ext. 4706 or 1-800-423-1476 (FL only), ext. 4706; TDD (FL only) 1-800-955-8771; Voice 1-800-955-8770; or via 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.

The Respondent certifies that it is in compliance with the Americans with Disabilities Act ("ADA") and the regulations thereunder prohibiting discrimination against persons with disabilities by the District, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, Respondent represents or certifies that services, programs and activities provided under or through the Agreement: (i) shall be in compliance with the ADA and said regulations and (ii) shall, as applicable, conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

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 ten (10) business days prior to the bid opening. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible to check the websites listed in Paragraph 1.1 for the District's responses to the questions presented.

1.5 **BID RECEIPT AND OPENING.**

One (1) signed hardcopy original, one (1) exact electronic Adobe™ portable document format file (.PDF) copy of all required response documents including the Bid Response Form must be received by the District's Procurement Services Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **January 25, 2022 at 2:00 p.m.** Signature is required on the one (1) hardcopy original of the Bid Response Form. Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitors' badge.** Bids will be opened immediately after this date and time and will remain binding upon the bidder for a period of 90 days thereafter.

The District is providing you with a virtual option to join the Bid Opening for RFB 2215 EDWARD MEDARD TOE DRAIN REPLACEMENT, HILLSBOROUGH COUNTY, FLORIDA. The Bid Opening will begin at 2:00 p.m. on January 25, 2022 and will end upon the conclusion of all responses being opened, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. 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 URL into your browser:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 786-749-6127,,871808911# United States, Miami

Phone Conference ID: 871 808 911#

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2I4MDRhNTYtYzI3ZC00ZTJiLWJINDktOTY5ZTRmNTImNDJk%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d

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 issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Persons/firms receiving the RFB from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.

1.7 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject any and all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all bidders. No bidders will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed. Bidders are responsible for all costs associated with the preparation of its bid.

1.8 **BID WITHDRAWAL.**

Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5 above if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.

1.9 **BID SIGNATURE AND FORM.**

An authorized representative of the bidder must manually sign the one (1) hardcopy original of the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.10 **SEALED BIDS.**

The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid opening **must** be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.

1.11 **CONTRACT PRICE BID.**

The total bid amount must be written on the Bid Response Form and include the bid breakouts where indicated. The Agreement 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 with contingency 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.

1.12 **OPTIONAL ALTERNATIVE BID PROPOSALS. N/A**

1.13 **REJECTION OF BID.**

The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, 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.

1.14 **RESPONSIVE/RESPONSIBLE.**

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

1.15 **REFERENCES.**

Bidder shall provide references for at least three (3) previous projects within the last five years, as may be more specifically described in Attachment 2. Minimum of 2 references must be from sources other than the District.

1.16 **LISTING OF SUBCONTRACTORS.**

The bidder must provide a list of all its proposed subcontractors with its bid response as required in Attachment 2, including all subcontractors that will specifically be performing the work. If subcontractors are not properly licensed at the time of bid submission, bidder shall not be responsive. If a 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.

1.17 **BID TABULATION AND NOTICE OF INTENT TO AWARD.**

Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. The names of bidders and their prices (bid tabulations) will be announced at the public opening and will be available upon request to procurement@watermatters.org, in accordance with Section 255.0518, F.S. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty-day period.

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

1.17.1 The Notice of Intent to Award will be posted in the District's website <http://www.watermatters.org/procurement>, at www.demandstar.com and 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.

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

1.18 **BID PROTESTS.**

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

1.19 **EXECUTION OF CONTRACT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the Sample Agreement attached as Attachment 9. Any changes offered by a bidder in a bid will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, Certificate of Insurance, Progress Schedule and Schedule of Values to the District within ten (10) days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence Project work within five (5) business days from the date indicated on the "Notice to Proceed" from the District.

1.20 **LAW COMPLIANCE.**

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement ("Applicable Law"). The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, F.S., in the procurement of professional services required for the work.

PART II - GENERAL CONDITIONS

2.1 **DEFINITIONS.**

2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.

2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).

2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.

- 2.1.4 **Bidder**: Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 **Contractor**: The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal contract with the District to do the work as bid upon.
- 2.1.6 **Contract Documents**: They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Technical Specifications, Agreement, Referenced Figures and all documents identified in Paragraph 1.19, Execution of Contract, including all reference documents, which by this reference are deemed attached and incorporated into 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 an assistant duly authorized in writing. The District's Project Manager for this Project is Jeffrey Hagberg, Field Operations Manager, 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 from the District to the Contractor notifying the company that the contract has been executed and to proceed with the work.
- 2.1.13 **Owner Direct Purchases**: N/A
- 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 the Contract Bond, Performance, Payment, and Guaranty Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.17 **Reference Documents**: those 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 Project site, for or in 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. It is acknowledged by the parties that depending on the Progress Schedule adopted, Contractor may be required to achieve substantial completion of a phase prior to "full and final" substantial completion of the Project and, as such "Substantial Completion" shall be interpreted as applicable as required by context to reflect this eventuality.
- 2.1.21 **Surety:** The corporation or individual, bound by the Contract Bond, 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 **Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.23 **Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **TERM.**

An initial Notice to Proceed (NTP) shall be issued by the District on or before March 11, 2022. Provided the District issues the NTP by this date, Contractor shall commence Project work within 5 business days and reach Substantial Completion of the North Toe Drain on or before June 01, 2022, with final completion of the North Toe Drain being reached on or before June 15, 2022. If the initial NTP is not issued by such date, the District will have the option to extend the completion times or cancel the award/terminate the Agreement. Contractor will not perform any work during the Rainy Season (defined as June 16 - September 30). After the 2022 Rainy Season, the District will issue a NTP for the South Toe Drain work, which will be substantially completed on or before June 01, 2023, with final completion of the South Toe Drain being reached on or before June 15, 2023 (commencement of the 2023 Rainy Season).

2.3 **BID CALENDAR.**

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

Request for Bid issued by the District..... January 07, 2022

Mandatory Pre-Proposal Conference / Site Visits

All interested parties are required to have representation at the MANDATORY Pre-Bid Conference. The purpose of this conference is to allow potential Respondents an opportunity

to present questions to staff and obtain clarification of the requirements of the proposal document. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the pre-bid conference and the site visit is MANDATORY to qualify as a respondent. Minutes of the conference will not be published.

Mandatory Pre-Bid Conference/Site Visit January 20, 2022
10:00 a.m. Local Time
Edward Medard Dam Project Site
7024 Turkey Creek Rd
Plant City, FL 33567

Question Period Ends January 25, 2022

Due date for Bidders to submit responses (2:00 p.m.)..... February 08, 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 Intended Decision, anticipated posting date February 25, 2022

Notice to Proceed, anticipated issuance date.....March 11, 2022

North Toe Drain - Substantial Completion dateJune 01, 2022

North Toe Drain - Final Completion dateJune 15, 2022

South Toe Drain - anticipated Start date October 01, 2022

South Toe Drain - Substantial Completion date.....June 01, 2023

South Toe Drain - Final Completion dateJune 15, 2023

2.4 **TAXES.**

The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.

2.5 **RETAINAGE.**

The District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond or utility charges. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in this RFB.

2.5.1 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for

damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

2.6 **OWNER DIRECT PURCHASES.** N/A

2.7 **FUEL COST ADJUSTMENT.** N/A

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 he/she is an authorized representative, which meets or exceeds the bid specification for any item(s) as determined by the Engineer. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's name and number. Bidder will submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. If 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 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, F.S., Florida's Public Records Law. Bidders' failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 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 form or media hold, come into possession of, generate and/or make lawful copies of certain security and 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 under Section 119.071(3), F.S. 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),

F.S., 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 Paragraph 1.5, above. Bidder's failure to so destroy shall go to bidder's responsibility to be awarded this and other public contracts.**

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.** N/A

2.12 **DISCRIMINATION.** N/A

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 bid, 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 bid.

2.14 **EMPLOYMENT OF FLORIDA RESIDENTS.** N/A

2.15 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

Per Section 448.095, F.S. bidder, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Contractor was terminated by a public employer in compliance with Section 448.095, F.S. and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. 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 Contractor and each subcontractor performing through 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> .

2.16 **LOBBYING PROHIBITION.** N/A

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 Paragraph shall survive the expiration or termination of the Agreement.

2.18 **INSURANCE.**

The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 9, Sample Agreement, Paragraph 10, Insurance Requirements. The Contractor will not commence work under the Agreement until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District 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 the bid response in the amount equal to five percent (5%) of their **Total Bid Amount** as a guarantee that the awarded bidder will enter into an Agreement with the District 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, F.S., 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 bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond must be included in the total bid amount on the Bid Response Form.

2.19.2.2 This Bond must be written through a surety company licensed to do business in the State of Florida that holds a Certificate of Authority as an acceptable surety on federal bonds (Department of Treasury's Listing of Approved Sureties, Department Circular 570).

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

2.19.2.4 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.** Bid Bonds and Performance, Payment and Guaranty Bonds signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.

2.20 **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, F.S. 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.** N/A

2.23 **DRAWINGS AND SPECIFICATIONS.**

The Contractor will be furnished certain reference documents, including 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 the Project site and will maintain this set on the Project 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 and may be supplemented, at the District's option, by the 2013 EJCDC® C-700, Standard General Conditions of the Construction Contract read in a light most favorable to the District. 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 agreement 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 Engineer 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 Paragraph will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Contractor will have achieved full final completion on the date on which the work is fully accepted by the District and ready for final payment.

2.24.2 If the Contractor's progress or performance is delayed at any time, in the progress of the work, by unanticipated causes not the fault of and beyond the control of the District, Contractor, or those for which they are responsible, then Contractor will be entitled to a reasonable adjustment of the time as the District's Project Manager may decide. Such adjustment is the Contractor's sole and exclusive remedy for the delays set forth in this Paragraph; provided, however, that the District granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to the Agreement work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to the Agreement work so that it can maintain the dates for Substantial Completion and final completion. Contractor has considered this no damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to the Agreement work. Causes of delay that may give rise to an adjustment in Contract Times under this paragraph include: severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes, abnormal weather conditions, declared acts of war or terrorism. Contractor shall not be entitled to an adjustment in price or time for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or

interference caused by or within the control of the Contractor (or those for whom Contractor is responsible).

2.24.3 INTENTIONALLY OMITTED.

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 provided for herein would be difficult to ascertain and that the District will suffer financial and other losses if the Agreement work is not completed, and Milestones not achieved within the times set forth in the Agreement. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if the Agreement work is not completed on time. Accordingly, instead of requiring any sch proof, the parties agree that as liquidated damages for delay (but not as a penalty):

1. For each and every day that the time consumed in completing the work provided for the North Toe Drain herein exceeds the time allowed for the North Toe Drain Substantial Completion Contractor shall pay the District One Thousand Six Hundred Dollars (\$1,600.00) per calendar day.
2. After North Toe Drain Substantial Completion as certified by the engineer's definitive certificate of North Toe Drain Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Agreement work within time specified for North Toe Drain Final Completion, Contractor shall pay to the District One Hundred (\$100) per calendar day that expires after such time until the North Toe Drain work is fully completed.
3. For each and every day that the time consumed in completing the work provided for the South Toe Drain herein exceeds the time allowed for the South Toe Drain Substantial Completion Contractor shall pay the District One Thousand Six Hundred Dollars (\$1,600.00) per calendar day.
4. After South Toe Drain Substantial Completion as certified by the engineer's definitive certificate of South Toe Drain Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Agreement work within time specified for North Toe Drain Final Completion, Contractor shall pay to the District One Hundred (\$100) per calendar day that expires after such time until the North Toe Drain work is fully completed.

The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted the Contractor and sureties for the Contractor shall be liable thereof. This Paragraph shall survive the expiration or termination of the Agreement.

2.26 **CONTRACTOR'S UNDERSTANDING.**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this RFB and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar

physical conditions at the Project site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Project site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify 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, EMPLOYEES.

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

2.28 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 his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.

2.29 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 one (1) year from the date of final Project acceptance (including both phases) by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety. Said guarantees shall be fully covered by the Performance, Payment and Guaranty Bond. This obligation shall survive both final payment for the work or designated portion thereof and termination of the Agreement.

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 Amount(s) submitted in response to this RFB.

2.33 **PERMITS AND REGULATIONS.**

The Contractor will be responsible to secure all necessary permits for the Project except as listed in Section 2.33.1. The Contractor will keep copies of these permits at the Project site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits.

2.33.1 Florida Department of Environmental Protection (FDEP) permit will be acquired by the DISTRICT prior to issuance of the Notice to Proceed.

2.34 **PROTECTION OF WORK AND PROPERTY.**

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

2.34.1 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 (Edward Medard Dam Toe Drain) using the existing gate located off of Turkey Creek Road in Hillsborough County, Florida. District will provide Contractor ability to unlock the gate. Contractor may only use existing established roads to access intake and discharge sides of the structure.

2.36 **INSPECTION OF WORK.**

The District, the Engineer, their consultants and other representatives and personnel of the District, independent testing laboratories, and authorities having jurisdiction will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper and safe conditions and facilities for such access and inspection and will advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable. 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 (or the Agreement) without written authorization of the District, nor will the presence or absence of an inspector relieve the Contractor from any requirements of this RFB or 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 will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.

2.37 **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 two (2) copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Contractor will pay all costs for testing required, together with other changes incidental to testing.

2.38 **CONTRACTOR SUPERINTENDENT.**

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

2.39 **HOURS OF WORK.**

Contractor may access the Project site and perform work 24 hours a day, 7 days a week as long as work hours comply with local ordinances of Hillsborough County, Florida. 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 actually required multiplied by an hourly rate of One Hundred Sixty Dollars (\$160) per hour.

2.40 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).**

The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the Project, and will be used as the basis of scheduling all work and for determination of contract progress payments. **The Contractor must submit the Progress Schedule and Schedule of Values to the District within ten (10) business days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement.**

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

The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. An unsupported or unreasonable allocation of the 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 an Agreement with the Contractor until the Schedule of Values has been approved in writing by the District. Once the Schedule of Values 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. N/A**

PART III – SCOPE AND SPECIFICATIONS

3.1 **SCOPE.**

The District requires a qualified contractor to construct improvements for the Edward Medard Edward Medard Toe Drain Replacement (B837) – RFB #2215 in Hillsborough County, Florida (Project). The Project work will generally involve two phases of construction (Phase 1, North Toe Drain and Phase 2, South Toe Drain), including construction of vertical pressure relief wells connected to a new embankment underdrain system on the north side of the principal spillway discharge channel, and a similar pressure relief well and underdrain system on the south side of the principal spillway discharge channel. Both underdrain systems will require the removal of the existing underdrains, modifications of existing manholes, and the installation of a new manhole and associated pump and piping. More information about the Project is provided in Figure 1, Design Drawings, Figure 2, Technical Specifications, and Figure 3, Site Bidders Report.

3.2 **PROJECT DESCRIPTION.**

The Project site is located in the Alafia River Basin in east-central Hillsborough County, Florida. It is situated along Turkey Creek Road, two miles south of State Road 60, in Section 25, Township 29 South, Range 21 East, Dover Quadrangle, in or near Plant City, Hillsborough County, Florida. Access to the Project site is via the Southwest Florida Water Management District (District) gate on the south end of the dam along Turkey Creek Road. The Project scope of work includes all

necessary labor, equipment, materials, and incidentals to replace and repair the Toe Drain Systems on the North and South sides of the Edward Medard Dam Structure as more specifically set forth in the reference documents. Work may only be performed during the dry season (defined as October 1st through May 31st; eight (8) months), 24 hours a day, 7 days a week subject to local ordinances of Hillsborough County, Florida. All work shall be constructed in accordance with the reference documents included with the District RFB.

It is essential that the Contractor can meet the District's demand within 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 the reference documents for General Requirements, Construction Drawings, and Technical Specifications.

- 3.3.1 The Contractor shall provide all necessary labor, equipment, and materials to complete the Project as described within the Agreement Documents.
- 3.3.2 The Contractor shall be responsible for inspecting and accepting the existing conditions of the Project site prior to bidding.
- 3.3.3 All disturbed areas within the limits of the Project site shall be vegetated as specified by the District Project Manager.
- 3.3.4 The total cost of any water bypass pumping required shall be the listed cost in the bid form.
- 3.3.5 The Contractor shall have a copy of all permits at the Project site and shall perform all work in accordance with the requirements of the permits including permits obtained by the District.
- 3.3.6 Prior to commencing work, the Contractor shall provide the District Project Manager 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 site, materials and equipment storage areas, and access roads. All trees are to be in the Project site and access corridor are to be protected from damage to the maximum extent practicable. Tree barricades shall be installed 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 discard material, from the Project site and to dispose of these materials offsite in a legal matter.

3.4 **TEMPORARY OFFICE TRAILER AND UTILITIES.**

The Contractor shall be responsible for the following:

3.4.1 General

- 3.4.1.1 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.
- 3.4.1.2 Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the Project site, or in remote areas without services, provide portable services as required for start-up and construction operations.
- 3.4.1.3 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 the Project site affected by temporary installations to required elevations and grades, and clean the area. Remove temporary utilities on completion of work or until service or facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- 3.4.1.4 The types of temporary 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.
- 3.4.1.5 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.
- 3.4.1.6 Materials used for temporary service shall not be used in the permanent system unless so specified or acceptable to the DISTRICT.

3.4.2 Temporary Office Trailer

- 3.4.2.1 Contractor will provide a temporary office trailer, large enough to support operations and performance of the work, within one (1) month of notice to proceed through substantial completion of both phases of the Project.
- 3.4.2.2 Contractor will provide wireless internet services accessible within the temporary office trailer.
- 3.4.2.3 Contractor will provide one office solely for use by District staff throughout duration of the Project.
- 3.4.2.4 Office provided for District use must be enclosed with door.
- 3.4.2.5 Office provided must have a minimum of one each of the following: desk, plan table, office chair with arms, and 2-drawer file cabinet.

3.4.3 Temporary Electricity and Lighting

The Contractor shall be responsible for the following:

3.4.3.1 New Service

- 3.4.3.1.1 Arrange with utility company to extend existing electric service to temporary office trailers.
- 3.4.3.1.2 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.
- 3.4.3.1.3 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.
- 3.4.3.1.4 Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, and lighting.
- 3.4.3.1.5 Provide overload protection. Supply power for electric welding, if any, from engine driven, power-generator sets.
- 3.4.3.1.6 Provide adequate artificial lighting for all areas of work when natural light is not adequate for work.
- 3.4.3.1.7 Sufficient light shall be provided for general construction areas, with additional sufficient lighting for specific tasks and to meet safety requirements.

3.4.3.2 Use of Permanent System

- 3.4.3.2.1 Prior to use of permanent system to be installed by the power company for construction purposes, obtain written permission of the District.
- 3.4.3.2.2 Maintain permanent system as specified for temporary facilities within Section 3.4.

3.4.3.3 Costs of Installation and Operation:

- 3.4.3.3.1 Pay fees and charges for permits and applications.
- 3.4.3.3.2 Pay costs of installation, maintenance, removal of temporary services, and restoration of any permanent facilities used.
- 3.4.3.3.3 Pay costs of electrical power used (if applicable).

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

3.4.4 Temporary Heat and Ventilation

3.4.4.1 General

3.4.4.1.1 Provide temporary heat, ventilation and cooling as required to maintain adequate environmental conditions in temporary office trailers and storage sheds and to facilitate progress of the work, to meet specified minimum conditions for the installation of materials, and to protect materials, and finishes from damage. Protect from adverse effects of low temperatures or high humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.

3.4.4.1.2 Methods of heating and fuel shall be suitable for particular purposes. Portable heaters shall be industry standard approved units with controls.

3.4.4.2 Costs of Installation and Operation

3.4.4.2.1 Pay fees and charges for applications, permits, and inspections.

3.4.4.2.2 Pay costs of installation, operation, maintenance, removal of equipment, and restoration of existing or permanent facilities if used.

3.4.4.2.3 Pay cost of power and fuel used.

3.4.5 Temporary Sanitary Facilities

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

3.4.5.2 Provide for all construction workers under this Agreement and representatives at the Project site.

3.4.5.3 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

3.5 **SIGNS.**

3.5.1 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 4, Project Sign Specifications.

- 3.5.2 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.
- 3.5.3 All such barricade devices and signs shall removed by Contractor upon completion of the Project.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District reserves the right to award to the lowest responsive and responsible base bid or alternate bid, whichever is in the best interests of the District. The District reserves the right to accept or reject bid proposals or cancel all bids to permit rewriting the bid specifications and demonstrates a better overall project plan. 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.** Bid 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 your receipt, review, and acceptance of any addenda may result in your bid being considered non-responsive.
- 4.1.4 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The 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 – Bidder Qualification Requirements
- Attachment 3 – Certification Clean Air Act/Clean Water Act
- Attachment 4 – Trench Safety Act
- Attachment 5 – Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 – Bid Bond
- Attachment 7 - Public Entity Crimes Statement

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 Paragraph 1.1, above:

- Attachment 10 – Exempt Documents Distribution Agreement (EDDA)

The remainder of this page intentionally left blank.

Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
 BID RESPONSE FORM
 FOR
 EDWARD MEDARD TOE DRAIN REPLACEMENT
 HILLSBOROUGH COUNTY, FLORIDA
 BID NUMBER RFB 2215**

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. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. 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. Bidder agrees that if bidder is awarded this RFB, bidder will provide the work as stipulated.

The District reserves the right to delete line items as required to meet budget limitations.

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

The undersigned bidder has also carefully read any Addenda issued for this RFB. (Addenda are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com. Each 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 return this form.

ATTACHMENT 1 (Continued)
BID RESPONSE FORM
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215

ITEM #	DESCRIPTION/ ENGINEER'S ESTIMATED QUANTITIES	QUANTITY	UNIT	ITEM TOTAL COST (\$)
1	North – Mobilization & Demobilization	1	Lump Sum	
2	North – Existing Underdrain Removal (Estimated 464 Linear Foot)	1	Lump Sum	
3	North – Underdrain Drain Relief Wells, Clean Outs and Well Guards (22 Each)	1	Lump Sum	
4	North – Underdrain Existing Manhole Modifications (2 Each)	1	Lump Sum	
5	North – New Underdrain Installation (Estimated 464 Linear Foot)	1	Lump Sum	
6	North – New Underdrain Manhole and Inflow/Discharge Pipes	1	Lump Sum	
7	North – New Underdrain Manhole Pump and Discharge Piping	1	Lump Sum	
8	North – Modifications to headwall for underdrain pipe and pipe from new manhole	1	Lump Sum	
9	North – Dewatering	1	Lump Sum	
10	North – Erosion & Sedimentation Control	1	Lump Sum	
11	North – Replacement of Grass Disturbed Areas	1	Lump Sum	
12	North – Abandonment & Replacement of Piezometers for toe drain construction and PZ-9	1	Lump Sum	
13	North – Survey and Record Drawing Submittals	1	Lump Sum	
14	South – Mobilization & Demobilization	1	Lump Sum	
15	South – Existing Underdrain Removal (Estimated 266 Linear Foot)	1	Lump Sum	
16	South – Underdrain Relief Wells, Clean Outs, and Well Guards (12 Each)	1	Lump Sum	
17	South – Underdrain Existing Manholes Modifications (2 Each)	1	Lump Sum	
18	South – New Underdrain Installation (Estimated 266 Linear Foot)	1	Lump Sum	

19	South – New Underdrain Manhole and Inflow/Discharge Pipes	1	Lump Sum	
20	South – New Underdrain Manhole Pump and Discharge Piping	1	Lump Sum	
21	South – Modifications to headwall for underdrain pipe and pipe from new manhole	1	Lump Sum	
22	South – Dewatering	1	Lump Sum	
23	South – Erosion & Sedimentation Control	1	Lump Sum	
24	South – Replacement of Grass Disturbed Areas	1	Lump Sum	
25	South – Abandonment & Replacement of Piezometers for Toe Drain Construction	1	Lump Sum	
26	South – Survey and Record Drawing Submittals	1	Lump Sum	
27	Contingency – 10% of the total of Lines 1 thru 26	1	Lump Sum	

<p>TOTAL BID AMOUNT \$ _____</p> <p>TOTAL BID AMOUNT IN WORDS (Type or Clearly Print):</p> <p>_____</p>

The remainder of this page has been intentionally left blank.

**ATTACHMENT 2
BIDDER QUALIFICATION REQUIREMENTS
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

A. REFERENCES FOR BIDDER:

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

- Project at substantial completion within the last five (5) years.
- Constructed value of at least Five Hundred Thousand Dollars (\$500,000).
- Similar in size and scope to this Project.
- Minimum of 2 references must 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. REFERENCES FOR SUBCONTRACTORS:

Each bidder must submit with its response a list of all subcontractors who will perform the work. Additionally, bidder must below designate those of its listed subcontractors (or "Bidder" if bidder will self-perform the work) who will perform work in each of the following work categories.

- (1) Mechanical: _____
- (2) Electrical: _____
- (3) Plumbing: _____
- (4) Dewatering System Construction: _____
- (5) Dewatering System Design Engineer: _____
- (6) Earthwork: _____

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

- Project at substantial completion within the last five (5) years.
- Similar in size and scope to this Project.
- Minimum of 2 references must 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.

C. LICENSES:

The Bidder must identify and provide license and certification information below regarding all licenses and certifications held by Bidder and subcontractors, necessary to perform the work described in the RFB, including to acquire any permits and to perform the work including but not limited to general contractor's license and Florida professional engineer's license. The licenses must be active in the State of Florida at the time of bid and maintained throughout the term of the Agreement. A copy of all licenses listed below shall be included with bidder's bid submission.

<u>Classification Number</u>	<u>Company Name</u>	<u>Issuing Government</u>	<u>License Issue Date</u>

D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing Bidder's Team (including the Project Manager, superintendent, foreman) identifying specific responsibilities of Bidder.

E. CONTRACTOR AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of its Principals, licensed General Contractor and Superintendent listing their qualifications, experience, education, and training, as applicable. Qualifier of the Bidder or the named Bidder, must have a minimum of 10 years' experience on projects similar in size and scope of this Project. The General Contractor must have a minimum of five (5) years' experience, under the name of the Bidder, installing the same or similar materials, and provide written certification. The Superintendent must have adequate experience, generally considered as a non-working project manager/ superintendent on a minimum of five (5) projects, similar in scope to this Project, within the past five (5) years, and employed by the Bidder at least 6 months prior to commencement of Project.

F. SUBCONTRACTOR QUALIFICATIONS:

Bidder must provide resumes for each of its subcontractors, listing their qualifications, experience, education, and training, as applicable. Subcontractor resumes shall show the minimum level and years of experience referenced in the Technical Specifications for each type of trade on projects similar in size and scope of this Project (for example "dewatering system design engineer shall be a Florida licensed professional engineer with a minimum of ten (10) years of experience in performing similar work").

The remainder of this page 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: _____

Total Fees: _____

Total Man Hours: _____

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
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

On behalf of _____, I certify that this company/facility is not
(Name of Business)
on the EPA *Excluded Parties List System* concerning the Clean Air Act or the Clean Water Act. I further
certify:

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

Name of Authorized Representative

Date

**ATTACHMENT 4
TRENCH SAFETY ACT COMPLIANCE FORM
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

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
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

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

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

6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

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

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

Company:

By:

Signature of Authorized Representative Date

**ATTACHMENT 6
 BID BOND
 FOR
 EDWARD MEDARD TOE DRAIN REPLACEMENT
 HILLSBOROUGH COUNTY, FLORIDA
 BID NUMBER RFB 2215**

_____, as
 Principal, and _____, as
 Surety, are bound to the Southwest Florida Water Management District ("District") in a penal sum equal to that certain amount that is **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 **EDWARD MEDARD TOE DRAIN REPLACEMENT HILLSBOROUGH COUNTY, FLORIDA BID NUMBER RFB 2215**, 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 declarations page and 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: _____

By: _____

Print signer's name: _____

As Attorney in Fact (attach Power of Attorney (POA))

Title: Pres Exec/Sr VP CEO Gen Ptnr

Print signer's name: _____

(Name must EXACTLY match name on POA)

Mgr (Mgr-Mgd LLC) Auth Mbr (Mbr-Mgd LLC)

License no: _____

Other: _____

(if Other is checked attach proof of authority)

Countersignature:

License no: _____

By: _____

(Florida Licensed Insurance Agent)

[CORPORATE SEAL]

Print signer's name: _____

License no: _____

Agency Name: _____

Phone no.: _____

Bus. Address: _____

**ATTACHMENT 7
PUBLIC ENTITY CRIMES STATEMENT
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

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

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

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

_____ (print individual's name and title)

for

_____ (print name of entity submitting sworn statement)

Whose business address is

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

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

Sample Forms Referenced in this RFB

**ATTACHMENT 8
PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

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 _____ (Project) located in the County of _____, Florida and said Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions, deletions, and instruments attached together and made a part of said Agreement, hereinafter referred to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all necessary services, labor, materials and equipment necessary to completely perform, in a thorough and workmanlike manner, all 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 (including for delay or liquidated damages; latent or patent defects and for corrective work), 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), F.S.

The effective date of this Performance, Payment and Guaranty Bond shall be concurrent with the effective date of the above referenced Agreement between the Principal and the District. Surety has read and is familiar with all of the documents made by the Principal with the District regarding the Project, all of which this Bond includes. This Bond is fully performable in Florida, with service and venue in Hillsborough County, FL.

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
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT PROJECT (B837)
HILLSBOROUGH 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 EDWARD MEDARD TOE DRAIN REPLACEMENT PROJECT (B837), HILLSBOROUGH COUNTY, FLORIDA, hereinafter referred to as the "PROJECT"; and

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

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

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:

Jeffrey Hagberg

Southwest Florida Water Management District

2379 Broad Street

Brooksville, Florida 34604

With a copy to the Office of General Counsel at ogcnotice@swfwmd.state.fl.us

Project Manager for the CONTRACTOR:

Name

Company Name

Address

City, State, Zip Code

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

2.1. The DISTRICT'S Project Manager is authorized to issue a Change Directive in substantially the form attached as Exhibit "D" to: (i) extend a PROJECT task deadline and modify the Exhibit "B" Progress Schedule, provided such change does not result in any increased cost to the District or exceed the overall times set forth in Paragraph 5, Contract Period; (ii) authorize expenditure of allowance amounts or move funds between line items in the Exhibit "C" Schedule of Values, provided such authorization or change does not result in any increased cost to the District beyond the base amount, less any unallocated allowance, set forth in Paragraph 4, Compensation; or (iii) to accept CONTRACTOR-requested changes to CONTRACTOR'S project team per Paragraph 3.1 below. A Change Directive must be in writing, include the CONTRACTOR'S reason for the requested extension/line item adjustment, and be signed by the DISTRICT Project Manager and their Bureau Chief unless the DISTRICT'S Signature Authority provides otherwise.

2.2. INTENTIONALLY OMITTED.

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 2215 ("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. This Agreement, including attachments, shall take precedence over all solicitation documents (RFB and CONTRACTOR'S response to the RFB). Time is of the essence in the performance of each obligation under this Agreement.

Any changes to this Scope of Work and associated costs or change in PROJECT time, except as provided in Subparagraphs 2.1 (Change Directive) and 3.3 (Change Order) herein, must be mutually agreed to in a formal written amendment (“Change Amendment”) signed by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation. A Change Amendment must be initiated by the CONTRACTOR through a Change Proposal, in substantially the form set forth in Exhibit “D”, submitted to the DISTRICT 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 Project Manager or Project Engineer may reasonably request. Any work or change that should have been the subject of a Change Directive, Change Order, or Change Amendment (each a “Modification”) not approved in advance by the District will be at CONTRACTOR’S sole cost. Changes or updates to the Progress Schedule or Schedule of Values shall be accomplished as appropriate by a Modification.

- 3.1. Upon the DISTRICT’S request, the CONTRACTOR must provide a list of all proposed subcontractors or key personnel (“Project Team”). The DISTRICT and CONTRACTOR agree that any changes to the Project Team requires prior written approval from the DISTRICT via a Change Directive. CONTRACTOR’S request to change the Project Team must be submitted by the CONTRACTOR’S Project Manager in writing, explain the reason for the change and the qualifications of the replacement team members. If approved (such approval not to be unreasonably withheld), the DISTRICT’S Project Manager will issue a Change Directive.
- 3.2. 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.
- 3.3. 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. The CONTRACTOR will initiate a Change Order by submitting a Change Proposal to the DISTRICT 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 Project Manager or Project Engineer may reasonably request. The DISTRICT Project Manager will issue a Change Order incorporating those portions of the Change Proposal acceptable to the parties. A Change Order will be signed by the CONTRACTOR, Engineer, DISTRICT Project Manager, and such other District staff as required by the District’s Signature Authority. 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 established by the DISTRICT.

4. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT will pay the CONTRACTOR a not to exceed amount of _____ Dollars (\$_____). Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted _____ Dollars (\$_____) in contingency funds for ancillary work that may be required, for a total not to exceed amount of _____ Dollars (\$_____). 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 (F.S.), upon receipt of a proper invoice as defined in Subparagraph 4.2. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

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

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 Change Directive, 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 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 work completion. Invoices that do not conform with this paragraph and other requirements of the Contract Documents (as defined in the RFB) 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 ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5. By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the EDWARD MEDARD TOE DRAIN REPLACEMENT PROJECT, HILLSBOROUGH COUNTY, FLORIDA in Hillsborough 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 five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and plant maintenance. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act,

Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit stating that the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in 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. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties. A Notice to Proceed (NTP) will be issued on or before March 11, 2022. Contractor shall commence project work within 5 business days and reach Substantial Completion of the North Toe Drain on or before June 01, 2022, with final completion of the North Toe Drain being reached on or before June 15, 2022. If this initial NTP is not issued on or before March 11, 2022, the District will have the option to extend the completion times or cancel the award/terminate the Agreement. Contractor will not perform any work during the 2022 rainy season (defined as June 16, 20–2 - September 30, 2022). After which the District will issue a NTP for the South Toe Drain work, which will be substantially completed on or before June 01, 2023, with final completion of the South Toe Drain being reached on or before June 15, 2023. Any costs, direct or indirect, arising out of or resulting from a delay in a Notice to Proceed, 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. 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 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), F.S. 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 implicated 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.

To the fullest extent permitted by law, the CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, losses, costs, expenses or actions, either at law or in equity (including but not limited to fees and charges of engineers, architects, and other professionals, 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. The duty to defend is independent and separate from any duty to hold harmless or indemnify and exists regardless of any ultimate liability of the parties. CONTRACTOR'S duty to defend will arise immediately upon written notice from the DISTRICT and shall, if requested by the DISTRICT, require defence of the DISTRICT using counsel approved by the DISTRICT at the sole discretion of its's General Counsel (or successor office). 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 at least the following kinds and minimum 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. The DISTRICT reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown herein, the DISTRICT requires and shall be entitled to same. No representation is made that the minimum insurance requirements are sufficient to cover the CONTRACTOR'S interests, liabilities, or obligations.

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

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

- 10.3. The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 10.4. The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. 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 one hundred percent (100%) of the value of the complete building/structure. The DISTRICT and its employees, agents, and officers are to be named as additional insured on the policy.
- 10.6. CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.
- 10.7. The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

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 _____ Dollars (\$_____) as security for the performance of all the CONTRACTOR'S obligations under this Agreement pursuant to the terms and conditions of Section 255.05, F.S. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect during the entire term of this Agreement, plus 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.

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

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 thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. Notwithstanding anything in this Agreement to the contrary, if CONTRACTOR fails to timely meet a Substantial Completion date, then the District shall have the right but not the obligation to immediately declare CONTRACTOR in default and may without providing CONTRACTOR with any opportunity to cure immediately take over and complete the work at CONTRACTOR'S expense, including overhead, overtime, and escalation costs, without waiving any of the DISTRICT'S rights or remedies including liquidated damages and under the Performance, Payment and Guaranty Bond and to any liquidated damages. In addition to the above, the DISTRICT may have additional rights to terminate this Agreement, including in accordance with Paragraph 11 of Exhibit "A." 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.

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 three (3) business days prior to the interview or press release.

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, 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.

Per Section 448.095, F.S. CONTRACTOR certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of CONTRACTOR was terminated by a public employer in compliance with Section 448.095, F.S, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. 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 CONTRACTOR and each subcontractor performing through 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. CONTRACTOR shall give all notices required by and shall comply with all federal, state, and local laws, rules, guidelines and regulations applicable to CONTRACTOR'S performance under this Agreement ("Applicable Law"). Except where otherwise expressly required by Applicable Law, neither the DISTRICT nor the engineer shall be responsible for monitoring CONTRACTOR'S compliance with any Applicable Law. 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, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.

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), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.

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

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, 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.

26. SCRUTINIZED COMPANIES.

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

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 2215
CONTRACTOR'S Response to RFB 2215

The remainder of this page 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

CONTRACTOR'S NAME

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
A
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT PROJECT
HILLSBOROUGH 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 CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. The following are NOT PERMITTED at the PROJECT site and will be prohibited/excluded from the PROJECT site by CONTRACTOR: foul/offensive language; harassment of any type; firearms or other projectile weapons, including bows and arrows, but excluding power actuated devices necessary for CONTRACTOR'S work (e.g. nail gun),
6. INTENTIONALLY OMITTED.
7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the PROJECT site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
 - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect PROJECT 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 Amendment 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 Amendment 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 Amendment 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 Change Directive.

10. If the CONTRACTOR'S progress or performance is delayed at any time, in the progress of the work, by unanticipated causes not the fault of and beyond the control of the DISTRICT, CONTRACTOR, or those for which they are responsible, then CONTRACTOR will be entitled to a reasonable adjustment of the time as the DISTRICT'S Project Manager may decide. Such adjustment is the CONTRACTOR'S sole and exclusive remedy for the

delays set forth in this Paragraph; provided, however, that the DISTRICT granting CONTRACTOR an extension of time is not a condition precedent to this no-damage-for-delay provision. CONTRACTOR shall also not be entitled to any damages for disruption or interference to the Agreement work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to the Agreement work so that it can maintain the dates for Substantial Completion and final completion. CONTRACTOR has considered this no damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to the Agreement work. Causes of delay that may give rise to an adjustment in Contract Times under this paragraph include: severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes, abnormal weather conditions, declared acts of war or terrorism. CONTRACTOR shall not be entitled to an adjustment in price or time for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of the CONTRACTOR (or those for whom CONTRACTOR is responsible). Nothing in this Paragraph will be construed as limiting the right of the DISTRICT to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the CONTRACTOR to abide by each and every one of the terms contained in the Contract Documents. CONTRACTOR will be have achieved full final completion on the date on which the work is fully accepted by the DISTRICT and ready for final payment.

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 determination by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice (or lesser period of time as may be determined by the DISTRICT'S Project Manager based on the circumstances), terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.
12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.

13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the PROJECT site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with (measured by) the Schedule of Values established as provided in the RFB and the Agreement and attached as an Exhibit to the 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, per Section 218.735, F.S., develop a single list of items required to render the services purchased by the DISTRICT under this Agreement, finally complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching substantial completion (defined for purposes of this paragraph as full and final substantial completion that would occur, as applicable, subsequent to "substantial completion" of prior phases) according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion. The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
 - 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
 - 17.2 If a good faith dispute exists as to whether one or more items identified on the list

have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.

18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

The remainder of this page intentionally left blank.

AGREEMENT NO. _____

EXHIBIT "B"
PROGRESS SCHEDULE

Insert negotiated Progress Schedule, as appropriate, here.

(The remainder of this page intentionally left blank)

AGREEMENT NO. _____

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

**Change Directive No. (Change Directive)
Southwest Florida Water Management District (District)**

Project:

Contractor:

Project Architect/Engineer:

Change Directive Date:

The reason for this Change Directive 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 Change Directive (check all that apply):

- Minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work
- extend a PROJECT task deadline, provided it does not result in any extra time or cost.
- modify the Exhibit "B" Progress Schedule, provided it does not result in any extra time or cost.
- authorize expenditure of allowance amounts
- move funds between line items in the Schedule of Values, provided it does not result in any extra time or cost.
- change in the project team
- recognize costs/time for emergency work

RECOMMENDED BY	DIRECTED BY
<p>DISTRICT PROJECT MANAGER</p> <p>By: _____</p> <p>Print Name: Click or tap here to enter text.</p> <p><input type="checkbox"/> <i>If checked, the District Project Manager certifies it is authorized under the Agreement and District policy to <u>both</u> approve and accept the CO by signing here and for the District under "ACCEPTED BY".</i></p>	<p>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</p> <p>By: _____</p> <p style="color: blue;">Select or type District signatory name.</p>

Change Order No. (Change Order)
Southwest Florida Water Management District (District)

Project:
Contractor:
Project Architect/Engineer:
Change Order 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, F.S.) or manually, which manual signatures may be transmitted electronically (email, PDF, etc.).

APPROVED & RECOMMENDED BY	ACCEPTED BY
<p>ENGINEER</p> <p>By: _____ Print Name: _____</p> <p>DISTRICT PROJECT MANAGER</p> <p>By: _____ Print Name: Click or tap here to enter text.</p> <p><input type="checkbox"/> <i>If checked, the District Project Manager certifies it is authorized under the Agreement and District policy to <u>both</u> approve and accept the CO by signing here and for the District under "ACCEPTED BY".</i></p>	<p>CONTRACTOR</p> <p>By: _____ Print Name: _____</p> <p>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</p> <p>By: _____ Select or type District signatory name.</p>

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: EDWARD MEDARD TOE DRAIN REPLACEMENT, HILLSBOROUGH COUNTY,
FLORIDA
BID NUMBER RFB 2215

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: EDWARD MEDARD TOE DRAIN REPLACEMENT, HILLSBOROUGH COUNTY,
FLORIDA

CONTRACT DATE:

CONTRACTOR: _____

_____ SURETY COMPANY, on bond of

_____ (here insert name and address of Contractor)

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

_____ (here insert name and address of Owner)

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

IN WITNESS WHEREOF,

_____ the Surety

Company has hereunto set its hand this _____ day of _____, 202__.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

**ATTACHMENT 10
FOR
EDWARD MEDARD TOE DRAIN REPLACEMENT
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 2215**

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): EDWARD MEDARD TOE DRAIN REPLACEMENT, HILLSBOROUGH COUNTY, FLORIDA (RFB 2215).

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 firesafety 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 firesafety of the facility or revealing security or firesafety 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 firesafety personnel, emergency equipment, or security or firesafety training.
2. A security or firesafety 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 firesafety 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.
