

SUBMIT BID RESPONSES TO:

**PROCUREMENT SERVICE OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4106; FAX: (352) 754-3497
Email: procurement@watermatters.org
Posted: March 25, 2022**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Respondents for Services and Materials required for **Well Construction Services to install monitor wells at the ROMP 88.5 – Northeast Polk well site** in Polk County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful Respondent, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point at the ROMP 88.5 – Northeast Polk well site located in Polk County, Florida.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

April 07, 2022

10:00am Eastern time

Southwest Florida Water Management District's
ROMP 88.5 – Northeast Polk Monitor Well Site
near 9450 Hog Farm Road, Polk City, Florida 33868
Section/Township/Range: S24/T 25S/R 25E
Latitude: 28° 17' 29.08" N
Longitude: 81° 46' 20.94" W

All interested parties are required to be represented at the MANDATORY Pre-Bid Conference and the MANDATORY Site Visit. The purpose of this conference is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the bid document and to view the ROMP 88.5 – Northeast Polk Project site. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the pre-bid conference and the site visit is MANDATORY to qualify as a respondent. Minutes of the conference and site visit will not be created.

A MANDATORY site visit at the ROMP 88.5-Northeast Polk Project Site will immediately follow the pre-bid conference.

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS NO. 2224
WELL CONSTRUCTION SERVICES – MONITOR WELL CONSTRUCTION
AT ROMP 88.5 – NORTHEAST POLK WELL SITE, POLK COUNTY FLORIDA**

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

Scope of Work

PART I - INTRODUCTION

- 1.1 INTERNET AVAILABILITY.** District solicitations, reference documents (unless exempt and/or confidential), addenda and questions and answers (Q&As) are available for review and may be downloaded via DemandStar at www.demandstar.com and on the District's website at <http://www.watermatters.org/procurement>.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services, or activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, at 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, or 1-800-423-1476 (FL only), ext. 4747; or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the address set forth in the heading of this RFB, and to the Respondent at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions should be presented in writing to procurement@watermatters.org, the address as stated in Paragraph 1.3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) business days prior to the bid opening. Inquiries must reference the date of bid opening and bid title and number. Respondents 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.** The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is the Respondent's responsibility to ensure that its bid proposal is delivered at the proper time to the specified location. Bids that for any reason are not so delivered will not be considered. Respondents must submit one complete bid proposal package electronically through www.demandstar.com. Instructions on how to submit documents are included with this Solicitation. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. Once opened a timely received response becomes District property and, at the sole discretion of the District, may not be returned to Respondent. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Bids will remain binding upon the Respondent for a period of 90 days thereafter.

The District may make an award within 90 days after the date of the opening, during which period bid proposals shall remain firm and shall not be withdrawn. If award is not made within 90 days, the bid proposals shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the bid proposal is withdrawn.

By submitting a bid proposal, the Respondent agrees to all the terms and conditions of this RFB and those included in the Agreement Terms and Conditions attached hereto as Attachment 10. Any changes offered by a Respondent in a bid proposal will not be considered by the District. The submittal of a bid proposal will constitute the Respondent's acknowledgement of all terms and conditions of this RFB and the District will construe the bid proposal as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFB or the Agreement Terms and Conditions, the Respondent MUST submit its request under the procedure set forth in Section 1.4, Questions.

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

The bid opening is open to the public. The bid opening will begin at 2:00 p.m. on **Tuesday, May 03, 2022**. Respondents may listen to the opening by clicking on the "**Join Microsoft Teams Meeting**" title below. You may also click on or copy and paste the following URL into your browser:

Join Microsoft Teams Meeting

Or call in (audio only)

[+1 786-749-6127,614174543#](tel:+17867496127614174543) United States, Miami

Phone Conference ID: 614 174 543#

[Click here to join the meeting](#)

<https://bit.ly/3lve7GT>

- 1.6 DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the

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

- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on DemandStar. Additionally, the District reserves the right to reject all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the Demandstar platform. No respondents will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed. Respondents are responsible for all costs associated with the preparation of its bid.
- 1.8 BID WITHDRAWAL.** Bids may be withdrawn at any time prior to the bid opening.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the Respondent must electronically sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the Respondent must be initialed.
- 1.10 LUMP SUM PRICE BID.** N/A
- 1.11 REJECTION OF BID.** The District reserves the right to reject any and all bids, or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.12 RESPONSIVE/RESPONSIBLE.** In order to be deemed responsive, the Respondent must possess a Certified Florida Water Well Contractors license, at the time of Respondent submittal. At the time of submitting a bid response, the District requires that the Respondent and its subcontractors be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to list all Key Subcontractors as required in Attachment 2 will be rejected as non-responsive. 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. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsive. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the bid, to require a Respondent and its subcontractors to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.
- 1.13 REFERENCES.** The Respondent must provide at least three (3) references who can verify Respondent's qualifications and past performance record on projects of similar scope, as may be more specifically described in Attachment 2.
- 1.14 LISTING OF SUBCONTRACTORS.** The Respondent must provide a list of its proposed subcontractors with its bid response as required in Attachment 2. If requested by the District, the Respondent must provide an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Key Subcontractor within the time prescribed by the District. If a Key Subcontractor does not meet the requirements of this RFB as determined by the District, the District may request the apparent successful Respondent to provide a substitute subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful Respondent declines to make any such substitution, the contract will not be awarded to such Respondent. Work to be performed by a Key Subcontractor may not be subcontracted to another entity.
- 1.15 BID TABULATION AND NOTICE OF INTENT.** Bid recaps (listing the names of Respondents who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. The names of Respondents and their prices (bid tabulations) will be announced at the public opening and will be available upon request to procurement@watermatters.org, in accordance with Section 255.0518, 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) calendar days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.

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

- 1.15.1** The Notice of Intent to Award will be posted in the District's web site <http://www.watermatters.org/procurement>, and <http://www.demandstar.com/>.
- 1.15.2** Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment.

- 1.16 BID PROTESTS.** Any Respondent who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.17 EXECUTION OF CONTRACT.** By submitting a bid, Respondent agrees to all the terms and conditions of this RFB and those included in the Sample Agreement attached as Attachment 10. Any changes offered by a Respondent in a bid will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a Respondent desires to propose a change to a term or condition of the RFB or Sample Agreement, Respondent must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, Certificate of Insurance to the District within ten (10) business days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate any contingency funds allocated for this Project into the Agreement. The Contractor will mobilize and commence project work within thirty (30) days from the date indicated on the "Notice to Proceed" from the District.
- 1.18 LAW COMPLIANCE.** The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, 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.
- 2.1.3 And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 Respondent/Bidder:** Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal contract with the District to do the work as bid upon.
- 2.1.6 Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Technical Specifications, Construction Plans, Contract, Referenced Exhibits or Documents and all documents identified in Paragraph 1.17, Execution of Contract, including all reference documents.
- 2.1.7 District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this Project is Ted Gates, Geohydrologic Data Section.
- 2.1.9 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 Award:** The official letter from the District announcing the successful Respondent. Neither this 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 construction.
- 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, the word "Principal" means the same as the word "Contractor."
- 2.1.17 Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.18 Subcontractor:** Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or in behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.19 Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the engineer, as evidenced by engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the contract documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.20 Surety:** The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.21 Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.22 Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.
- 2.2 TERM.** The Agreement will be effective upon execution by both parties and will remain in effect for thirty six (36) months, or upon satisfactory completion of the Project and final payment to the Contractor whichever occurs first, unless amended in writing by the parties for the term specified in the resulting agreement, unless terminated, or as amended in writing by the parties. The time period from the Notice to Proceed (NTP) to Substantial Completion shall be no more than two hundred (200) business days. Final completion shall be no more than eighty-two (82) business days from Substantial Completion.
- 2.3 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 2.4 RETAINAGE.** The District will hold back a retainage of 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.
- 2.4.1** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.
- 2.5 OWNER DIRECT PURCHASES.** N/A
- 2.6 FUEL COST ADJUSTMENT.** N/A
- 2.7 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** N/A
- 2.8 PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Respondents' failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District.
- 2.8.1** Pursuant to Subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or

contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Respondents agree to keep such information confidential. The successful Respondent, hereinafter Contractor, agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under the Agreement, and to which the provisions of Chapter 119, F.S., also apply.

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

- 2.9 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form, for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 2.10 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the successful Respondent(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.
- 2.11 DISCRIMINATION.** N/A
- 2.12 EMPLOYMENT OF FLORIDA RESIDENTS.** N/A
- 2.13 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with Section 448.095, F.S. Vendor, 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 Vendor 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 Vendor 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. Vendor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Vendor and each subcontractor performing through Vendor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.
- 2.14 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this solicitation, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of its bid.
- 2.15 LOBBYING PROHIBITION.** N/A
- 2.16 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.
- 2.17 INSURANCE.** The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Agreement Number and Project Manager.**

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

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

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

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

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

- 2.17.3** The District and its employees, agents, and officers **must be named as additional insured** on the general liability and vehicle liability policy to the extent of the District's interests arising from the Agreement.
- 2.17.4** Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S.. If Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440 F.S. and a certificate of exemption from workers' compensation coverage.
- 2.17.5** The Contractor must deliver to the District, prior to the District's execution of the contract resulting from this RFB, a Performance, Payment and Guarantee bond which is satisfactory to the District and equal to one hundred percent (100%) of the contract amount as set forth below in Subparagraph 2.18.2.
- 2.17.6** Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFB. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.
- 2.17.7** The Contractor shall require and obtain certificates of insurance from any subcontractor otherwise the Contractor acknowledges that any and all coverage is afforded to the subcontractor by the Contractor's insurance policies and is not the responsibility of the District.

2.18 BONDING.

- 2.18.1 BID BOND.** Respondents will furnish a bid bond, cash, cashier's check or certified check with the bid response in the amount equal to five percent (5%) of their **PROJECT TOTAL BASE BID AMOUNT** as a guarantee that the awarded Respondent will enter into an agreement with the District and furnish the required Performance Bond. (Sample is attached to this RFB).
- 2.18.1.1** 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.
- 2.18.2 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.
- 2.18.2.1** The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid price. The bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond must be included in the total price bid on the Bid Response Form.
- 2.18.2.2** 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).
- 2.18.2.3** In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, a Respondent may substitute either cash, in the required amount (payable to the District's cashier), a certified or bank cashier's check from a national or state bank made payable to the District in the required amount, or an irrevocable letter of credit in the required amount.
- 2.18.2.4** 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.

- 2.18.3 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.
- 2.19 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.
- 2.20 TRENCH SAFETY ACT.** N/A
- 2.21 VALUE ENGINEERING.** N/A
- 2.22 DRAWINGS AND SPECIFICATIONS.** N/A
- 2.23 FAILURE TO COMPLETE THE WORK ON TIME.** The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.
- 2.23.1** Nothing in this Paragraph will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.
- 2.23.2** If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants or by changes ordered by the District or by strikes, lock-outs, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this Paragraph.
- 2.24 LIQUIDATED DAMAGES.** N/A
- 2.25 CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this RFB and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.
- 2.26 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; Materials include steel and Polyvinyl Chloride (PVC) well casings, formation packers, drilling fluids, drilling fluid additives, cements, sands, gravels, bentonite, and any other necessary well construction materials or supplies.
- 2.27 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.
- 2.28 MATERIALS AND EQUIPMENT SCHEDULES.** The Contractor will provide a schedule listing the equipment to be used during well construction activities. The equipment schedule will include the description of the equipment to include: the quantity, manufacture, purpose, and working condition of the equipment.

- 2.29 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.
- 2.30 GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety.
- 2.31 ESTIMATED QUANTITIES.** Unless otherwise specified, the quantities stipulated in the bid for various items are estimates only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed.
- 2.32 PERMITS AND REGULATIONS.** The Contractor will be responsible to secure all necessary permits for the project. The Contractor will keep copies of these permits at the construction site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits.
- 2.33 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.
- 2.33.1** 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.
- 2.34 CONSTRUCTION ACCESS.** See Site Location in Scope of Work (Figure 1)
- 2.35 INSPECTION OF WORK.** The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision of the Specifications without written amendment to the Agreement, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.
- 2.35.1** 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.
- 2.36 TESTS.** Specific capacity testing will be performed on all wells to evaluate well efficiency. Drilling fluids weight, drilling fluid viscosity, open hole wall mud thickness, and cement weight will be measured periodically during well construction by the District.
- 2.37 RESIDENT SUPERINTENDENT- N/A**
- 2.38 HOURS OF WORK.** Working hours will normally consist of four (4) ten (10) hour days, Monday through Thursday. Contractor will work a minimum of forty (40) hours per week, unless authorized by the District. All work performed by the Contractor outside of the normal work week must be approved by the District's Project Manager(s).
- 2.39 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD). N/A**
- 2.40 JESSICA LUNSFORD ACT. N/A**

PART III – SCOPE AND SPECIFICATIONS

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

This project involves the construction of monitor wells listed in the attached Scope of Work (SOW). The monitor well site is within the District's boundaries as seen on Figure 1 in the SOW. Well construction details are illustrated in the SOW. Casing depths and total depths are estimated. It is essential that the Contractor(s) meet the District's demand within the time schedule

provided for the project. The Contractor(s) must be able to provide sufficient equipment and personnel to meet District deadlines.

3.2 CONTRACTOR OBLIGATIONS AND RESPONSIBILITIES.

- 3.2.1** Contractor will furnish a crew experienced with mud rotary and reverse air drilling and operational knowledge of the drill rig and support equipment, maintenance, and operation, installation and grouting (tremie and pressure) of Standard Dimension Ratios (SDR) 17, Schedule (SCH) 40 PVC and steel casings. The crew must be capable of effectively operating and supporting Contractor equipment in an expeditious and safe manner. Contractor will be responsible for loading/unloading all materials delivered to the site and performance of all labor duties associated with construction of monitor wells as directed by the on-site District representative.
- 3.2.2** Contractor will be responsible for all permits and completion reports and must furnish the District representative with copies of same. Contractor will be responsible for applying for their well construction permits (WCP), in a timely manner, to allow time for Florida Department of Environmental Protection (FDEP) review and approval. Prior to submitting the WCP for the SOW described under the Agreement, a notification will be made, by the Contractor, to the District's Project Manager about incoming permit submittals. The manager will then forward the WCP to FDEP for approval. This approval process can take up to three (3) weeks. This three (3) week approval process is not to be construed as an extension to the Notification for commencement of services as outlined in 3.2.8.
- 3.2.3** Contractor will furnish equipment, fuels, lubricants, and services necessary for the proper operation and maintenance of the drill rig, and other Contractor supplied equipment. Contractor will also maintain, at all times, a clean drill site, free of plastic or paper bags, miscellaneous steel trimmings from casings or lifting eyes, used welding rods, disposable food wrappers, water bottles and the like.
- 3.2.4** Contractor will return the well site to its pre-well construction conditions upon completion of well construction. Contractor will remove all drilling debris, cuttings, sand, and drilling fluids from the site. Contractor will remove drilling fluids (including bentonite clays), solids and other similar debris from earthen pits. Contractor will backfill the earthen pits with the same material that was removed from the pit during the pit excavation. Final payment is contingent upon successful site clean-up to the satisfaction of the Project Manager or District representative.
- 3.2.5** Contractor will furnish all equipment, materials, and supplies (including pumps, PVC and steel temporary and permanent well casings, cements, gravels, bentonite, sands, drilling fluids, drilling fluid additives, tremie pipe, and all other accessory materials and supplies) to construct the monitor wells. If the work authorized herein is delayed due to lack of required and necessary equipment, materials, or supplies on site, or breakdown of equipment under the Contractor's responsibility, Contractor must provide in writing to the District's Project Manager the expected duration and reason of the delay if it is to exceed 24 working hours.
- 3.2.6** The Contractor is encouraged to discontinue work during hazardous weather conditions.
- 3.2.7** Contractor will be responsible for the necessary equipment being on site, and in good safe operating condition ready to perform required work. Good safe operating condition for equipment includes, but is not limited to, no leaking hydraulic lines, seals, or fittings.
- 3.2.8** Contractor will commence work within thirty (30) calendar days after Notice to Proceed is issued. If work has not commenced within the above timeframe, or the Contractor's equipment is not in operating condition after mobilization to site or is not capable of operating within ten (10) hours of mobilization due to equipment failure, the District may elect to release the Contractor from the Agreement. The Contractor will not be paid for being released from the Agreement due to Contractor equipment failure.
- 3.2.9** Contractor will follow the verbal and written direction of the District representative assigned to the job with verbal or written authorization from the Project Manager. All work authorized herein can be stopped by the District's representative at any point, on any well. This will not result in loss of payment to Contractor for satisfactory services performed unless the stoppage is in response to Contractor's failure to perform in accordance with the terms and conditions of this RFB and resulting Agreement, or for Contractor negligence or willful misconduct.
- 3.2.10** Contractor agrees to maintain the drilling fluid program and cementing program in a manner satisfactory to the District, and as outlined in the scope of work. Instruments, equipment, or devices used to test drilling fluid properties, related drilling fluid properties (to include drilling fluid weight, borehole wall cake thickness, sand content, viscosity et al), neat cement weight and grouting mixture ratios will be provided by and utilized exclusively by District staff.
- 3.2.11** Contractor will keep and furnish the District a signed daily drilling report, at the end of each day, showing depth and diameter of hole completed for the day, breakdown of daily activities, materials used, formations penetrated, and other data as required by the District. On days when the District representative is not present on site, the Contractor agrees to call the representative, at the end of the day, to report the daily's activities.
- 3.2.12** Contractor agrees to collect and label samples of formations, water, etc. as directed by the District.

- 3.2.13** Contractor will perform work only up to the Agreement amount. Overages will not be paid, without prior written approval from the District.
- 3.2.14** Contractor will report to the District, as soon as practicable, all accidents or occurrences resulting in injuries to Contractor's employees or third parties, or damage to property arising out of or during the course of operations. The Contractor will furnish the District with a copy of all reports made by the Contractor to the Contractor's insurer or to others.
- 3.2.15** Contractor agrees to visually inspect all materials and supplies at time of delivery before using same, and to notify the District of any apparent defects therein. Contractor will be responsible and liable for the safe and proper use of aforementioned materials.
- 3.2.16** Contractor will assume liability at all times, regardless of work being performed, for damage to or destruction of Contractor's equipment regardless of when or how such damage or destruction occurs.
- 3.2.17** Contractor will be responsible for installing and welding steel casing and providing all materials required in this operation, i.e. welding rods, oxygen/acetylene torch, welding equipment and lift eyes. The welder must efficiently cut and weld steel casing and any other fabrication that may arise. Contractor is responsible for the integrity of their welds and ensuring that steel casing joint welds do not leak. Drilling of excessive cement encountered inside the casing and loss of time due to weld failures will be the responsibility of the Contractor.
- 3.2.18** Contractor will be responsible for supplying all cement and other commodities used in well construction. The Contractor will maintain to the satisfaction of the District the cement or commodities' properties as outlined in the SOW. Contractor will notify the District site representative before any grout mixture, neat cement, rock, gravel, sand or the like is introduced into any borehole or annular space during well construction.
- 3.2.19** In the event the well should be lost or damaged while Contractor is working, the District will be responsible for such damage to or loss of the well unless such loss or damage is caused by Contractor's failure to perform in accordance with the terms and conditions of this RFB and the resulting Agreement, or for Contractor negligence or willful misconduct. In the event of loss of the well due to Contractor's failure to perform in accordance with this RFB and resulting Agreement or negligence or willful misconduct, Contractor, at District's election, agrees to drill a new well on the same location or re-drill such section of the hole as the District may require, in either case subject to all the terms of this RFB and resulting Agreement, at Contractor's sole cost and expense including all materials consumed in the well up to the point of the loss or damage.
- 3.2.20** Contractor and the District agree to comply with all laws, rules and regulations, Federal, state and municipal, which are now or may become applicable to operations covered by this RFB and resulting Agreement or arising out of the performance of such operations. Without limiting the generality of the foregoing, Contractor agrees to comply with the requirements contained in any "Right to Know" laws of this state, which are now or may become applicable to operations covered by this RFB and resulting Agreement, or arising out of the performance of such operations, regarding hazardous chemicals. Contractor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs will be provided for all shipments.
- 3.2.21** Unless otherwise agreed to in writing by the District, the Contractor will be fully responsible for the management of any hazardous or toxic materials and waste, or any component thereof, as such materials and waste are defined by Federal, state or local law, which otherwise subject to this RFB and resulting Agreement. As used in this section, the term "management" includes handling, removal, collection, transportation, processing, treatment, use, resale, or other such disposal.
- 3.2.22** Contractor is responsible for furnishing Contractor's employees with applicable safety equipment (e.g. hard hat, gloves, eye/ear protection, harnesses, etc.)
- 3.2.23** Contractor's equipment may be inspected, at any time, by the District and State of Florida, Department of Labor representatives.
- 3.3** **CONTRACTOR EQUIPMENT AND SERVICES.** The Contractor will provide the following equipment and services on an as needed basis.
- 3.3.1** One mud/reverse air rotary drill rig equipped as follows:
- 3.3.1.1** Capable of setting up to twenty-four (24) inch outside diameter (O.D.) casing.
- 3.3.1.2** Kelly-Bar with sufficient inside diameter to allow the passage of drill cuttings during reverse air drilling operations.

- 3.3.1.3** Hydraulic leveling jacks, timbers or steel beams for jack stabilization, functioning weight indicator that has been calibrated and certified within the past 24 months, and controls for safely and efficiently working on unlevelled ground.
- 3.3.1.4** Mud pump with a minimum of 250 gallons per minute (gpm) output.
- 3.3.1.5** All necessary handling and hydraulic torque equipment to efficiently make and break connections on drill collars, drill pipe, and bits.
- 3.3.1.6** Reverse air system equipped with either rig mounted or portable trailer mounted compressor. Contractor will provide blow line.
- 3.3.1.7** Minimum of 1,300 feet of 3 ½-inch minimum size American Petroleum Institute (API) Internal Flush (IF) drill pipe.
- 3.3.1.8** Lighting equipment to support night operations, if necessary.

3.3.2 **CONTRACTOR EQUIPMENT AND MATERIALS.** The Contractor will supply all well casings, cement, drilling fluids, drilling fluid additives, pressure grouting equipment tremie pipe, and any other supplies necessary for installing and grouting well casings.

3.3.3 All support equipment for installing, grouting and handling Standard Dimension Ratio (SDR) 17 spline-locking casing, Schedule (SCH) 40 PVC, and steel casing:

- 3.3.3.1** Remote pumps for moving water, mixing cement and mud.
- 3.3.3.2** 1,500 feet of tremie pipe with elevators, slips, valve and gauges, etc., needed for tremie pipe and pressure grouting casings.
- 3.3.3.3** Casing slips and elevators for running 4.5-inch SDR17 casing.
- 3.3.3.4** Lift eyes and handling equipment for running .250-inch to .375-inch standard wall thickness steel casings.
- 3.3.3.5** Cementing heads for pressure grouting steel casings. Gauges with ranges between 0-200 pounds per square inch (psi) and 0-500 psi with diaphragm seal.
- 3.3.3.6** Power tools: reciprocating saw, drill and bits, screw gun, grinder, etc., portable power supply, submersible pump, and hoses for water supply.
- 3.3.3.7** Welding and torch cutting equipment for joining steel casing, joining and removing lift eyes, and fabricating all necessary plate-style temporary well covers when needed. Any subcontractor utilized by the contractor for the aforementioned work will also provide the same equipment.

3.3.4 A 1,000-gallon minimum total capacity mud cleaning system to include a 300 gpm minimum pick-up foot pump that will pass 2-inch solids, a dual screen shaker located over sand trap (approximately 400 gallons) with cuttings chute, a minimum of two (2) six (6) inch diameter de-sanding cones that pick-up mud from the sand trap tank and processes mud at 300 gpm with overflow to the active tank (600 gallons), and mud mixing station. Screens, cones, and other wear items to be maintained by Contractor. Contractor to supply shaker screens with mesh sizes that will effectively remove cuttings from mud and polymer drilling fluids.

3.3.5 Grouting tank, fully equipped with sifting screen and hoses, to mix grout, mud and polymer and receive cement slurry from a ready-mix truck.

3.3.6 Contractor will provide all drill bits, hole-openers, collars, stabilizers, and barrel reamers necessary for drilling. Stabilizers and barrel reamers will be two (2) inches less in diameter than bit size. Contractor to provide sufficient number of drill collars to penetrate formations at a reasonable rate. All drill bits must be in good condition with a minimum of 90 percent of tooth surface at commencement of drilling borehole. All insert bits must contain a minimum of 90 percent of inserts at commencement of drilling borehole. Any well complications due to bit failures will be the responsibility of the Contractor.

3.3.7 Weight on bit for drilling must be achieved through the use of drill collars.

3.4 **MOBILIZATION/DEMOBILIZATION.** Contractor will include a separate mobilization/demobilization fee on the Bid Response Form.

3.4.1 **Well to Well Set Up.** Contractor will be paid up to two (2) hours of the EQUIPMENT RATE (NO DRILLING), submitted on the Bid Response Form to set up drill equipment on each well outlined in the Agreement.

3.5 FOOTAGE BASED DRILLING SERVICES.

- 3.5.1 DRILLING FOR CASING SETS** – This footage rate includes all services required for installing well casing by any District approved method (mud-rotary, reverse-air rotary, cable tool, vibratory, pneumatic, and dual rotary) and includes cleanout to bottom of the casing. These services also include tripping rods to land surface, preparing and installing steel or PVC well casings, cement mixing, installation of gravel or hole plug in lost circulation zones, pressure grouting of casings followed with tremie grouting of the annulus back to land surface. When casing is placed through larger diameter surface or intermediate casing, the footage rate for the inner casing includes both the new section of cased hole and the portion inside the surface or intermediate casings.
- 3.5.2 DRILLING OF OPEN HOLE** – This footage rate applies to sections of the borehole that will not have a subsequent well casing installed in the drilled interval. The drill bit for open-hole drilling must be the maximum nominal diameter allowed by the last casing set unless directed otherwise by the District. If Contractor elects to first drill a pilot hole on large diameter wells before drilling with a hole opener or larger bit, the Contractor will be paid the footage rate only for the larger diameter of the two (2) holes drilled. If the Contractor is requested by the District representative to first drill a pilot hole prior to the larger diameter hole, then the Contractor will be paid footage rate for both holes drilled. Each well must be reverse air developed off bottom until clear, sediment-free water is achieved. This development time will be included in the cost per foot bid for open-hole drilling. Direct air development, outside the well casing, is not allowed under any circumstance on any well-constructed under this RFB and resulting Agreement.

3.6 HOURLY RATE SERVICES

- 3.6.1 STANDBY RATE (NO FUEL USAGE)** – This rate may apply to discussions between District staff concerning drilling problems and solutions, waiting for supplies from the District, or services by the District such as geophysical and video logging of the new wells.
- 3.6.2 EQUIPMENT RATE (NO DRILLING)** – This rate applies to miscellaneous services needed by the District for additional well development, metal fabrication of lockable well head protectors, or any service as directed by the District's on-site drilling representative. (This rate does not apply to preparing steel casing for installation or placing materials into loss circulation zones during cementing of the casing.)
- 3.6.3 EQUIPMENT RATE (DRILLING)** – This rate applies to drilling services requested by the District that does not result in paid footage, such as continuous dredging of a cavernous zone with no advancement of the bit. The rate will begin after fifteen (15) hours of continuous unsuccessful drilling. This rate will also apply to pumping of cement into the zone in an attempt to stop the dredging from occurring. This rate does not apply to situations due to Contractor's negligence or willful misconduct.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive, responsible Respondent. Cost must be provided for all bid items. Quantities and hours listed are for bid analysis purposes and may not represent actual work to be performed. In the event there is a discrepancy in a calculation, the applicable Price/Foot or Hourly Rate will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

- 4.1.1 BID BOND.** Respondents will furnish a bid bond, cash, cashier's check or certified check as required by this RFB.
- 4.1.2 SATISFACTORY REFERENCES.** Bid references must be provided as required by this RFB.
- 4.1.3 ACKNOWLEDGMENT OF ADDENDA.** Respondent must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).
- 4.1.4 COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The Respondent must provide costs for all bid items.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Contractor Qualification Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements

- Attachment 5 - Bid Bond
- Attachment 6 - Public Entity Crimes Statement

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 7 - Affidavit/Final Release of Lien Affidavit
- Attachment 8 - Consent of Surety Company to Final Payment
- Attachment 9 - Performance, Payment and Guaranty Bond
- Attachment 10 – Sample Agreement

Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
BID RESPONSE FORM
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

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

SUBMIT PRICES FOR DRILLING AND INSTALLING CASING, DRILLING OPEN HOLE, AND HOURLY RATE COSTS - ALL DEPTHS and HOURS ARE ESTIMATED.

ROMP 88.5 MOBILIZATION/DEMOBILIZATION COST

ITEM	DESCRIPTION	UNIT	UNIT COST	NUMBER OF UNITS	SUBTOTAL PRICE
1	Mobilization	Hour			
2	Demobilization	Hour			
TOTAL COST (ITEMS 1-2)					

ROMP 88.5 UPPER FLORIDAN AQUIFER – TEMPORARY PRODUCTION WELL

ITEM	ITEM	UNIT	PRICE/UNIT	ESTIMATED UNITS	SUBTOTAL PRICE
3	24-inch casing installation	per foot		80	
4	16-inch casing installation	per foot		95	
5	10-inch open hole drilling	per foot		425	
6	Standby rate (no fuel usage)	per hour		10	
7	Equipment rate (no drilling)	per hour		10	
8	Equipment rate (drilling)	per hour		10	
TOTAL COST (ITEMS 3-8)					

ROMP 88.5 LOWER FLORIDAN AQUIFER BELOW CONFINING UNIT I – PERMANENT MONITOR WELL

ITEM	ITEM	UNIT	PRICE/UNIT	ESTIMATED UNITS	SUBTOTAL PRICE
9	16-inch casing installation	per foot		80	
10	10-inch casing installation	per foot		195	
11	4.5-inch SDR 17 casing installation	per foot		620	
12	10-inch Open hole drilling	per foot		340	
13	Standby rate (no fuel usage)	per hour		10	
14	Equipment rate (no drilling)	per hour		10	
15	Equipment rate (drilling)	per hour		10	
TOTAL COST (ITEMS 9-15)					

ROMP 88.5 LOWER FLORIDAN AQUIFER BELOW CONFINING UNIT I – TEMPORARY PRODUCTION WELL

ITEM	ITEM	UNIT	PRICE/UNIT	ESTIMATED UNITS	SUBTOTAL PRICE
16	24-inch casing installation	per foot		80	
17	16-inch casing installation	per foot		195	
18	10-inch casing installation	per foot		620	
19	10-inch open hole drilling	per foot		340	
20	Standby rate (no fuel usage)	per hour		10	
21	Equipment rate (no drilling)	per hour		10	
22	Equipment rate (drilling)	per hour		10	
	TOTAL COST (ITEMS 16-22)				

ROMP 88.5 LOWER FLORIDAN AQUIFER BELOW CONFINING UNIT VIII – PERMANENT MONITOR WELL

ITEM	ITEM	UNIT	PRICE/UNIT	ESTIMATED UNITS	SUBTOTAL PRICE
23	24-inch casing installation	per foot		80	
24	16-inch casing installation	per foot		300	
25	10-inch casing installation	per foot		1120	
26	4- inch steel casing installation	per foot		1920	
27	10-inch open hole drilling	per foot		580	
28	Standby rate (no fuel usage)	per hour		10	
29	Equipment rate (no drilling)	per hour		10	
30	Equipment rate (drilling)	per hour		10	
	TOTAL COST (ITEMS 23-30)				

ROMP 88.5 LOWER FLORIDAN AQUIFER BELOW CONFINING UNIT VIII – TEMPORARY PRODUCTION WELL

***NOTE: Construction of this well is dependent on the water quality determined from core drilling**

ITEM	ITEM	UNIT	PRICE/UNIT	ESTIMATED UNITS	SUBTOTAL PRICE
31	24-inch casing installation	per foot		80	
32	16-inch casing installation	per foot		300	
33	10-inch casing installation	per foot		1920	
34	10-inch open hole drilling	per foot		580	
35	Standby rate (no fuel usage)	per hour		10	
36	Equipment rate (no drilling)	per hour		10	
37	Equipment rate (drilling)	per hour		10	
	TOTAL COST (ITEMS 31-37)				

GRAND TOTAL COST (ALL ITEMS 1-37)	
--	--

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

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

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

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

Respondent 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
----------------------	------	---------------------------

ATTACHMENT 2
CONTRACTOR QUALIFICATION REQUIREMENTS
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224

Respondent must have a crew experienced with mud rotary and reverse air drilling and equipment as noted in Part III, Section 3.2.

RESOURCES:

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

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

Model: _____ Age: _____

Description / Condition: _____

Model: _____ Age: _____

Description / Condition: _____

Equipment: _____

Describe the method to be used to install surface casings.

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

Lead Driller Information:

Name: _____

Licenses: _____

Experience: _____

Qualifications: _____

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

ATTACHMENT 2 (Cont.)

**CONTRACTOR QUALIFICATION REQUIREMENTS
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

A. REFERENCES FOR RESPONDENT:

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

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

Respondent Name _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Completion Date: _____

Overview of Service Performed: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Completion Date: _____

Overview of Service Performed: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____ Email Address: _____

Commencement Date: _____ Completion Date: _____

Overview of Service Performed: _____

**ATTACHMENT 3
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS FOR ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION BID NUMBER RFB 2224

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

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 5
BID BOND
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224

State of Florida

Know all men by these presents, that, _____ as Principal and _____, as Surety, are held and firmly bound unto the Southwest Florida Water Management District (District) in the sum of _____ Dollars (\$_____) (five percent (5%) of the amount bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the principal has submitted the attached Bid, dated _____ for the _____.

NOW, THEREFORE, if the principal shall not withdraw said Bid within ninety day (90) calendar days after date of opening thereof, and shall within ten (10) business days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's RFB and the Respondent's Bid, with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and surety shall immediately pay the District upon demand the above sum as liquidated damages for the failure of said principal.

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

IN PRESENCE OF:

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

_____	_____
Business Address	City/State/Zip Code

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

_____	_____
Business Address	City/State/Zip Code

(Corporate Principal or Company Name)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

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

(Title)

(Corporate Surety)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

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

ATTACHMENT 6

**PUBLIC ENTITY CRIMES STATEMENT
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

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

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

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

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

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

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

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

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

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

RESPONDENT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

Sample Forms Referenced in this RFB

ATTACHMENT 7
AFFIDAVIT
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224

STATE OF FLORIDA

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

_____ have
in connection with the construction of _____ been paid in full or is recited as unpaid herein.

WITNESS:

_____ Signed _____

_____ By _____

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

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 7 (Cont.)

**FINAL RELEASE OF LIEN
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

KNOWN TO ALL MEN BY THE PRESENTS, that

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

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

IN WITNESS WHEREOF, I, _____ have hereunto set
my hand and seal, this _____ day of _____, 202_.

WITNESS:

OFFICER:

(SEAL)

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

Notary Public, State of Florida at Large

My Commission Expires:

ATTACHMENT 8

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

PROJECT: ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION, POLK COUNTY, FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION

CONTRACT DATE: _____

CONTRACTOR: _____

_____, SURETY COMPANY, on bond of

(name and address of Contractor)

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

(name and address of Owner)

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

IN WITNESS WHEREOF,

_____ the Surety

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

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

ATTACHMENT 9

**PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

State of _____

Bond No. _____

County of _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ as Principal, whose principal business address _____ and telephone number _____, 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;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of the work provided for in the Agreement;
- (iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement;
- (iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement; and,
- (v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement,

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

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

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

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

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

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

(iv) This Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the District and the Principal guarantees to correct or replace for said period of one (1) year all work performed or furnished according to the terms of the Agreement, and the Principal shall make good defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the District needs to be replaced, corrected or made good during that time, the District shall so notify the Principal in writing. If the Principal refuses or neglects to do such work within five (5) calendar days from the date of service of such notice, the District shall have the work done by others and the cost thereof shall be paid by the Principal or the Surety.

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, F.S.

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

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

ATTEST:

(Corporate Seal)

Secretary as to Principal

ATTEST:

(Corporate Seal)

Secretary as to Surety

(Print Name of Principal)

BY: _____
Title: _____
As authorized agent for Principal

(Print Name of 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 10
SAMPLE AGREEMENT
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION
BID NUMBER RFB 2224**

AGREEMENT NO: _____

**AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND**

**_____
FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION (C007)**

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and _____, a corporation/individual, whose address is, _____, hereinafter referred to as the "2D PARTY."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the 2D PARTY to _____, hereinafter referred to as the "PROJECT"; and

WHEREAS, the 2D PARTY 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 2D PARTY have agreed on the type and extent of services to be rendered by the 2D PARTY and the amount and method of compensation to be paid by the DISTRICT to the 2D PARTY for services rendered.

NOW THEREFORE, the DISTRICT and the 2D PARTY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The 2D PARTY will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below: in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: _____

Project Manager for the 2D PARTY: _____

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

- 2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Project Manager is not authorized to approve any time extension, which will result in an increased cost to the DISTRICT, or which will exceed the expiration date set forth in the Contract Period Paragraph of this Agreement.
- 2.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the PROJECT Budget set forth in Exhibit "B." The authorization must be in writing, explain the reason for the adjustment, and be signed by DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the Compensation Paragraph of this Agreement.

3. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the 2D PARTY agrees to perform the services/furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Bids 2224 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference. Any changes to the Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the 2D PARTY prior to being performed by the 2D PARTY, subject to the provisions of the Compensation Paragraph of this Agreement.

- 3.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 3.2 The DISTRICT and CONTRACTOR hereby recognize the specialized subcontractor expertise of (____), as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team requires prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.

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

4. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT agrees to pay the 2D PARTY an amount not to exceed ____ Dollars (\$____). Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted ____ Dollars (\$____) in contingency funds for ancillary work that may be required, for a total Project Budget of ____ Dollars (\$____). Payment will be made to the CONTRACTOR on a Fixed Price basis in accordance with the Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.1. Invoices will be submitted monthly by the 2D PARTY 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

- 4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) 2D PARTY'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) 2D PARTY'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) 2D PARTY'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the 2D PARTY Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in the Agreement (details must include any deficiencies and the recovery actions

completed and planned); and (8) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion (based upon the cost and performance schedule in the Agreement). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in the Disadvantaged Business Enterprises Paragraph of this Agreement). Invoices that do not conform with this paragraph will not be considered a proper invoice.

- 4.3 If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the 2D PARTY in writing that the invoice is improper and indicate what corrective action on the part of the 2D PARTY is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
- 4.4 In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the 2D PARTY will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The 2D PARTY 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 2D PARTY will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the 2D PARTY'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 2D PARTY 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 2D PARTY invoice must include the following certification, and the 2D PARTY 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 Romp 88.5 Northeast Polk Well Construction 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 be released by the DISTRICT and the 2D PARTY in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S.)
- 4.8 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due 2D PARTY 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 2D PARTY or its affiliates to the DISTRICT against any payments due the 2D PARTY under any contract with the DISTRICT. This paragraph will survive the expiration or termination of this Agreement.

5. CONTRACT PERIOD.

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

6. PROJECT RECORDS AND DOCUMENTS.

The 2D PARTY, 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. Payments made to the 2D PARTY 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 2D PARTY will maintain all such records and documents for at least three (3) years following completion of the PROJECT.

- 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 2D PARTY 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 2D PARTY 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 2D PARTY or keep and maintain public records required by the DISTRICT to perform the service. If the 2D PARTY transfers all public records to the DISTRICT upon completion of this Agreement, the 2D PARTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the 2D PARTY keeps and maintains public records

upon completion of this Agreement, the 2D PARTY 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 COOPERATOR in writing.

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. This paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

The 2D PARTY will provide the DISTRICT with any and all data, reports, models, studies, maps or other documents resulting from the PROJECT at no cost to the DISTRICT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. The 2D PARTY shall submit all water resource data collected under this Agreement to the DISTRICT for upload to DISTRICT databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code (F.A.C.). The 2D PARTY must submit all Permit records required under this Agreement to the DISTRICT for the DISTRICT'S compliance with its Permit requirements.

9. INDEMNIFICATION.

The 2D PARTY agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT officers and employees, from liabilities, damages, losses, and costs, either at

law or in equity, including, but not limited to reasonable attorneys' fees and costs and attorneys' fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the 2D PARTY and other persons employed or utilized by the 2D PARTY in the performance of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

10. INSURANCE REQUIREMENT.

The 2D PARTY must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 10.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence

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

- 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 2D PARTY must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law (navigable waters), if applicable. If 2D PARTY does not carry workers' compensation coverage, 2D PARTY must submit to the DISTRICT both an affidavit stating that the 2D PARTY meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
- 10.5 The CONTRACTOR must deliver to the DISTRICT, prior to commencing any work under this Agreement, a Performance, Payment and Guarantee bond which is satisfactory to the DISTRICT and equal to one hundred percent (100%) of the contract amount as set forth in the Bonding Requirements Paragraph of this

Agreement.

- 10.6 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 10.7 2D PARTY 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 2D PARTY'S notice of such cancellation or change from its insurance carrier.
- 10.8 The 2D PARTY must obtain certificates of insurance from any subcontractor otherwise the 2D PARTY must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the 2D PARTY'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 Guarantee Bond in the amount of ____ dollars (\$____) (Note: including the contingency amount) 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 one (1) year from the date of acceptance of the PROJECT by the DISTRICT. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms of this Agreement which become apparent prior to the expiration of the bond. If the DISTRICT determines that any part of the PROJECT is defective and requires repair or replacement during the lifetime of the bond, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise correct the defect within ten (10) days from the date of receipt of such notice, 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 Agreement amount will require the CONTRACTOR to automatically increase the Performance, Payment and Guarantee Bond to equal the revised amount of the Agreement. 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 2D PARTY. 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 2D PARTY 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 in Exhibit "A," 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. In addition, the initiation, either by 2D PARTY or against 2D PARTY, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or 2D PARTY becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by 2D PARTY entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the 2D PARTY was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

14. RELEASE OF INFORMATION.

The 2D PARTY 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, 2D PARTY 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 2D PARTY 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 2D PARTY 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 2D PARTY 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 OF FLORIDA RESIDENTS.

In accordance with Section 255.099, F.S., CONTRACTOR must give preference to the

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

18. EMPLOYMENT ELIGIBILITY VERIFICATION.

The 2D PARTY must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of 2D PARTY employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the 2D PARTY uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the 2D PARTY must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

19. 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 Hernando. This paragraph shall survive the expiration or termination of this Agreement.

20. REMEDIES.

Unless specifically waived by the DISTRICT, the 2D PARTY'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 2D PARTY. 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 2D PARTY'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the 2D PARTY.

21. 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.

22. 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.

23. 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.

24. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the 2D PARTY 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 2D PARTY in relation to this Agreement, to the extent the 2D PARTY maintains such information.

25. THIRD PARTY BENEFICIARIES.

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

26. CONFLICTING EMPLOYMENT.

The 2D PARTY certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the DISTRICT relating to the services provided by the 2D PARTY under this Agreement. The 2D PARTY further agrees that it will not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the DISTRICT regarding the work being performed under this Agreement. In the event the 2D PARTY is faced with an employment opportunity that appears to be a direct conflict with the work the 2D PARTY is performing under this Agreement, the 2D PARTY will provide the DISTRICT with

notice of the employment opportunity. If the DISTRICT determines that the employment would be a direct conflict with the work the 2D PARTY is performing under this Agreement, the 2D PARTY and the DISTRICT will have the opportunity to decide whether or not the 2D PARTY will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

27. CONTINGENT FEES.

The 2D PARTY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 2D PARTY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the 2D PARTY any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the DISTRICT will have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. TRUTH-IN-NEGOTIATIONS.

The 2D PARTY certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the DISTRICT determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

29. 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 2D PARTY 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, 2D PARTY 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. 2D PARTY further agrees to notify the DISTRICT if placement on either of these lists occurs.

30. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, 2D PARTY warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. 2D PARTY further agrees to notify the DISTRICT if placement on this list occurs.

31. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel; is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or is engaged in business operations in Cuba or Syria, 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 of \$1 million or more. By signing this Agreement, 2D PARTY certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. 2D PARTY agrees to notify the DISTRICT if placement on any of the aforementioned lists occurs or if 2D PARTY is engaged in a boycott of Israel or has business operations in Cuba or Syria. The DISTRICT may terminate this Agreement if the 2D PARTY is found to have submitted a false certification; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. If the DISTRICT determines 2D PARTY submitted a false certification, the DISTRICT may bring a civil action against the 2D PARTY, which may result in a penalty equal to the greater of \$2 million or twice the amount of this Agreement and all reasonable attorney's fees and costs.

32. ENTIRE AGREEMENT.

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

33. 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."

Exhibit "A" - Special Project Terms and Conditions
Exhibit "B" - CONTRACTOR'S Schedule of Values

Exhibit "C" - Sample Forms
DISTRICT'S RFB #2224
CONTRACTOR'S response to RFB #2224

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: _____
Name and Title Date

FULL NAME OF 2D PARTY

By: _____
Name and Title Date

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
ROMP 88.5 NORTHEAST POLK WELL CONSTRUCTION (C007)