

SUBMIT BID RESPONSES TO:

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #23-4010
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION
PROJECT
CITRUS COUNTY, FLORIDA**

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

**DIRECT INQUIRES TO: Georgia Hudson, Senior Procurement Specialist
TELEPHONE: (352) 505-2970; FAX: (352) 754-3497
Email: procurement@watermatters.org
Posted: January 20, 2023**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Services and Materials required for **Three Sisters Spring Canal Shoreline Stabilization Construction Project** (Project) in Citrus County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to 601 Three Sisters Springs, Crystal River, Citrus County, Florida.

MANDATORY PRE-BID CONFERENCE/SITE VISIT

February 1, 2023
10:00 A.M. Local Time
City of Crystal River City Hall, Council Chambers
123 NW Highway 19
Crystal River, Florida 34428

Site Visit
February 1, 2023
Immediately following Pre-Bid Conference
601 Three Sisters Springs Trail
Crystal River, Florida 34429

Due to limited parking at the pre-bid conference and site visit locations, carpooling is recommended.

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

A Mandatory site visit will immediately follow the pre-bid conference. Directions to the site's access point and parking information will be provided at 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 or, if exempt per Chapter 119, F.S., available pursuant to Section 1.1 of this RFB.

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

ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY FEBRUARY 7, 2023

BID DUE DATE: FEBRUARY 21, 2023 AT 2:00 P.M. LOCAL TIME

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS # 23-4010
THREE SISTERS SPRING CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT**

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

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REFERENCE DOCUMENTS – Available for download from the District's ShareFile (see link below)

Construction Plans in CAD Format
<https://watermatters.sharefile.com/d-s58450dc8651b46ddb51f0c63a019e6e>

PART I - INTRODUCTION

1.1 INTERNET AVAILABILITY.

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

1.2 AMERICANS WITH DISABILITIES ACT (ADA).

The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

1.3 CORRESPONDENCE.

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.

1.4 QUESTIONS.

All questions should be presented in writing to procurement@watermatters.org, the address as set forth in the heading of this RFB or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than February 7, 2023. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1 for the District's responses to the questions presented.

1.5 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. **Bidders must submit one complete response package electronically through www.demandstar.com.** Instructions on how to submit documents are included with this solicitation. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. **THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES.** Bids will remain binding upon the Respondent for a period of 120 days thereafter.

The District may make an award within 120 days after the date of the opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within 120 days, the bids shall remain firm until either the District awards the contract or the District receives written notice from a bidder that its response is withdrawn.

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

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

The bid opening is open to the public. The bid opening will be held virtually and will begin at **2:00 p.m. on February 21, 2023**. Bidders may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. Bidders may also click on or copy and paste the following Teams Link URL into its browser:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 294 371 650 993

Or call in (audio only)

[+1 786-749-6127,909396169#](tel:+17867496127909396169#) United States, Miami

1.6 DELAYS, CHANGES AND ADDENDA.

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, or addenda related to this RFB together with any interpretations and supplemental instructions for this RFB will be in the form of written Addenda posted to the websites identified in Section 1.1. Bidders will acknowledge receipt of all Addenda in their responses.

1.7 CANCELLATION.

The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1. No bidder will have any rights against the District arising from the District's publicized intention to award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.

1.8 BID WITHDRAWAL.

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

1.9 BID SIGNATURE AND FORM.

An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded to DemandStar as part of the complete bid submittal. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.10 CONTRACT PRICE BID.

The lump sum price bid must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.11 OPTIONAL ALTERNATIVE BID PROPOSALS.

Optional alternative bid proposals are not applicable to this solicitation.

1.12 REJECTION OF BID.

The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

1.13 RESPONSIVE/RESPONSIBLE.

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

1.14 REFERENCES.

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

1.15 LISTING OF SUBCONTRACTORS.

The bidder must provide a list of all its proposed Key Subcontractors with its bid response as required in Attachment 2. If requested by the District, the bidder must provide an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Key Subcontractor within the time prescribed by the District. If a Key Subcontractor is not properly licensed at the time of bid submission, the bidder shall not be responsive. If a Key Subcontractor does not meet the requirements of this RFB as determined by the District, the District may either reject the bid or request the apparent successful bidder to provide a substitute subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful bidder declines to make any such requested substitution, the contract will not be awarded to such bidder. All subcontractors of bidder shall perform as independent contractors of bidder and not as employees, representatives, or agents of the District.

1.16 BID TABULATION AND NOTICE OF INTENT TO AWARD.

The names of bidders and their prices (bid tabulations) will be announced at the bid opening and bid recaps (listing the names of bidders who responded to the RFB and their prices listed at time of opening) will be posted for review by interested parties on the website(s) identified in Section 1.1. in accordance with Section 255.0518, Florida Statutes. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), Florida Statutes, bids received by the District are exempt from disclosure until such time as the District provides notice of intended decision or until after 30 days after opening the bids, whichever is earlier.

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

1.17 BID PROTESTS.

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

1.18 EXECUTION OF CONTRACT.

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

1.19 LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the contract resulting from this RFB. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. If applicable, the Contractor will comply with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, in the procurement of professional services required for the work.

PART II - GENERAL CONDITIONS

2.1 DEFINITIONS

- 2.1.1 Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).
- 2.1.3 And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 Bidder:** Any firm that submits a bid for the Project described in this RFB.
- 2.1.5 Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 Contract Documents:** The Agreement, RFB, Construction Plans, Planting Plans, Technical Specifications, USACE Permit – Letter of Permission SAJ-2012-00212(LP-JED) and FDEP General Permit 09-0412330-001-EG.

- 2.1.7 **District**: The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager**: Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing. The District's Project Manager for this Project is Lizanne Garcia, Natural Systems and Restoration Bureau.
- 2.1.9 **Engineer**: Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans.
- 2.1.10 **Inspector**: Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.11 **Notice of Intent to Award**: The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.12 **Notice To Proceed**: The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 2.1.13 **Owner Direct Purchases**: Owner direct purchases are not applicable to this solicitation.
- 2.1.14 **Person**: Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.15 **Plans or Drawings**: The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the Contract Documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.16 **Principal**: When used in connection with the Bid Bond and the Performance, Payment, and Guaranty Bond, "Principal" means the same as "Contractor."
- 2.1.17 **Scope of Work**: The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.18 **Subcontractor**: Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or on behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.19 **Substantial Completion**: Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the 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 Bid Bond, and Performance, Payment, and Guaranty Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.21 **Work**: Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **TERM.**

A Notice to Proceed (NTP) with construction shall be issued by the District on or before April 1, 2023. Provided the District issues the NTP by this date, the Contractor shall commence Project work within 5 business days and reach substantial completion on or before September 18, 2023, with final completion being reached on or before October 18, 2023. The one-year plant establishment period shall commence at Project substantial completion. If the NTP is not issued by such date, the District will have the option to extend the completion times, cancel the award, or terminate the Agreement.

2.3 **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 withhold a retainage of 5% of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges, or vegetation maintenance. Retainage will be released by the District and the Contractor in accordance with the Local

Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that it has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are attached to this RFB.

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

2.5 OWNER DIRECT PURCHASES.

Owner direct purchases are not applicable to this solicitation.

2.6 FUEL COST ADJUSTMENT.

Fuel cost adjustment is not applicable to this solicitation.

2.7 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.

Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, in accordance with the process outlined in the Technical Specifications.

2.8 PUBLIC RECORDS LAW.

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, Florida Statutes, Florida's Public Records Law. A bidder's failure to comply with Chapter 119, Florida Statutes, will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 11, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

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

2.8.2 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 (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

2.10 PURCHASES BY OTHER PUBLIC AGENCIES.

Purchases by other public agencies are not applicable to this solicitation.

2.11 DISCRIMINATION.

Discrimination is not applicable to this solicitation.

2.12 SCRUTINIZED COMPANIES.

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

2.13 EMPLOYMENT OF FLORIDA RESIDENTS.

Employment of Florida residents is not applicable to this solicitation.

2.14 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the bidder, by responding to this 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 the bidder was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the bidder or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The bidder shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the bidder and each subcontractor performing through the bidder are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

2.15 LOBBYING PROHIBITION.

Lobbying prohibition is not applicable to this solicitation.

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 provision shall survive the expiration or termination of the Agreement.

2.17 INSURANCE.

2.15.1 The contract resulting from this RFB will require the Contractor to maintain during the entire term of the contract, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 11, Sample Agreement, Paragraph 10, Insurance Requirements. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

2.18 BONDING.

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

2.18.1.1 Electronic submittals require a copy of the bid security (forfeiture bid bond, cashier's check, or certified check) to accompany the submission. The original bid security will be delivered within three business days after the bid opening or postmarked on or before the bid opening date.

2.18.1.2 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, Florida Statutes, will be required of the Contractor. Sample is attached to this RFB.

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

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

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

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

2.19 **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.**

The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, Florida Statutes. The Contractor must complete and submit the Attachment 6, Trench Safety Act Compliance Form, as part of the Contractor's bid package.

2.21 **VALUE ENGINEERING.**

Value engineering is not applicable to this solicitation.

2.22 **DRAWINGS AND SPECIFICATIONS.**

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

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

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

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

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

The Contractor shall coordinate and work cooperatively with the District's consultants as outlined in Figure 4 – Technical Specifications. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead its want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.23.1 Nothing in this section will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.23.2 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, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the aforementioned delays.

2.24 LIQUIDATED DAMAGES.

The parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages, for each and every day that the time consumed in completing the work exceeds the time allowed therefore shall be \$1,945.00 per calendar day. The parties specifically agree that the stated liquidated damages do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable thereof. This provision shall survive the expiration or termination of the Agreement.

2.25 CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that it has investigated and correlated his observations with the requirements of this RFB and satisfied itself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint itself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB.

If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District and Engineer in writing about such condition. The Contractor shall not further disturb such condition or perform any work in connection therewith, except as aforesaid, until receipt of written order to do so.

2.26 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.

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

2.28 MATERIALS AND EQUIPMENT SCHEDULES.

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

2.29 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 final Project 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. Said guarantees shall be fully covered by the Performance, Payment and Guaranty Bond.

2.31 ESTIMATED QUANTITIES.

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

2.32 PERMITS AND REGULATIONS.

The Contractor will be responsible to secure any necessary permits for the Project from the City of Crystal River. The District has obtained the following permits: U.S. Army Corps of Engineers (USACE) Letter of Permission No. SAJ-2012-00212(LP-JED) and Florida Department of Environmental Protection General Permit No. 09-0412330-001-EG. The Contractor will keep copies of these permits at the construction site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits. In addition, the Contractor shall apply for, and comply with the requirements of, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the Project.

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

<https://floridadep.gov/water/stormwater/content/npdes-stormwater-permits-and-forms>

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

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

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

2.32.2 Contractor must comply with all applicable requirements of the FDEP'S Generic Permit for Pollutant Discharges to Surface Waters of the State from the Application of Pesticides (Figure 7), set forth in Part III, Scope and Specifications, pursuant to FDEP'S federally-approved National Pollutant Discharge Elimination System (NPDES) Program.

2.33 PROTECTION OF WORK AND PROPERTY.

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

2.33.1 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.

The Three Sisters Spring Canal Shoreline Stabilization Construction Project is public property. The Contractor must access the Project site via 601 Three Sisters Springs Trail, Crystal River, Florida 34428. The Project site is located within public property managed by National Wildlife Refuge by the U.S. Fish and Wildlife Service (USFWS) and access is to be coordinated with them. Aerial location map attached 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 in this RFB 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 the Contractor will advise the District of the date of such inspection. Inspections by the District will be promptly made and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.

2.36 TESTS.

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

2.37 CONTRACTOR SUPERINTENDENT.

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

2.38 HOURS OF WORK.

The Contractor may access the Project site and perform work 8:00 a.m. to 5:00 p.m. Monday through Friday provided work hours comply with local ordinances of Citrus County, Florida. Other hours of work may be authorized at the sole discretion of and in writing by the District Project Manager upon request of the Contractor. District working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than said District working hours will be considered overtime work for the District. As such any inspection services required of the District or its duly authorized representative during overtime hours will be made at the expense of the Contractor, and such costs will be deducted from payments otherwise due the Contractor. The cost to be deducted from payment otherwise due the Contractor will be the overtime hours at an hourly rate of \$166 per hour.

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

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

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

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

2.40 JESSICA LUNSFORD ACT.

Jessica Lunsford Act is not applicable to this solicitation.

2.41 POTENTIAL FERAL HOG DAMAGE.

Potential Feral Hog Damage is not applicable to this solicitation.

PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE.

The District is soliciting bids from Certified General Contractors or Underground Utility and Excavation Contractors to furnish and deliver, if and when ordered, to the District, all required Services and Materials necessary to accomplish the Three Sisters Spring Canal Shoreline Stabilization Construction Project as described in the drawings and RFB documents. The terms and conditions of this RFB are incorporated into the resulting contractual relationship between the Contractor and the District.

The scope of work includes providing all necessary materials, equipment, labor, and ancillary items to complete the Project described in the RFB, Plans, and Technical Specifications in a satisfactory manner. The Three Sisters Springs Shoreline Stabilization Project involves the restoration of eroded shoreline surrounding the springs and will utilize soil bags to backfill undercut bank areas and limestone rock to reinforce the shoreline. The Three Sisters Springs have a water surface area of approximately one acre and nearly 1,200 linear feet of shoreline. The property surrounding the springs is jointly owned by the District and the City of Crystal River (City). The property and the springs are managed as a National Wildlife Refuge by the U.S. Fish and Wildlife Service (USFWS). Shoreline stabilization utilizing limestone rip-rap has been completed on limited sections of the bank and the lower spring run (as shown in the Plans).

3.2 PROJECT DESCRIPTION.

The Three Sisters Springs Canal Shoreline Stabilization Project is located within the 57-acre Three Sisters Springs Property, in Citrus County Florida. The property is jointly owned by the District and the City. The property is managed by the USFWS as part of the Crystal River National Wildlife Refuge. This project is within the Crystal River/Kings Bay watershed, a Surface Water Improvement and Management (SWIM) priority waterbody and an Outstanding Florida Water. Crystal River/Kings Bay is a tidally-influenced waterbody and is a popular destination for water related recreational activities, including boating, kayaking and snorkeling.

The primary objective of this project is stabilization and restoration of approximately 400 linear feet of eroded shoreline utilizing soil filled ENVIROLOK™ bags for reestablishment and anchoring of plants and limestone rocks to protect the shoreline from wave and tidal action, recreational uses and manatee grazing while preserving the overall aesthetics of the spring. The location of the project is the shoreline around the confluence of the Three Sisters Spring run with the canal, which includes the area around Idiot's Delight spring. A similar project was completed within Three Sisters Springs.

The construction project will utilize filter stone as a leveling substrate, ENVIROLOK™ bags to plant native wetland species in restored areas, sand filled burlap bags to fill undercut voids, and limestone rip-rap to stabilize and protect the burlap and ENVIROLOK™ bags. Other required construction items include project staging and mobilization, erosion control, water quality protection, waterway navigation management, site clearing & grubbing, wetland planting, existing boardwalk removal, temporary construction access, and site restoration including grading and grassing of areas disturbed by the construction contractor. The project requires the Contractor to maintain all areas within the project limits free of non- native and, as needed, nuisance plants, for a period of one year, following final completion.

3.3 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.

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

3.4 PERFORMANCE SCHEDULE.

The construction schedule is controlled by timing of the winter season of the Florida manatee and by public use of the site. All in-water activities are prohibited beginning November 15th through March 31st and may be extended to April 15th due to weather events at the discretion of the USFWS. A Notice to Proceed (NTP) with construction shall be issued by the District on or before April 1, 2023. Provided the District issues the NTP by this date, the Contractor shall commence project work within 5 business days and reach substantial completion on or before September 18, 2023, with final completion being reached on or before October 18, 2023. The one-year plant establishment period shall commence at project substantial completion. If the NTP is not issued by April 1, 2023, the District will have the option to extend the completion times, cancel the award, or terminate the Agreement. Demobilization shall be completed by November 14, 2023 and includes restoration of property as required by the Technical Specifications.

The District requires the Contractor to provide one or more FFWCC approved manatee observers. The manatee observers are required to ensure compliance with the FDEP and USACE permit conditions regarding manatees. Responsibilities include but are not limited to monitoring the waterways adjacent to the construction site and the areas of the canal traversed by any marine vehicles for any manatee approaching the work area. The Contractor must stop all in-water work when a manatee approaches the work sites as required in accordance with the FDEP and USACE permits. Additionally, the Contractor must provide a monthly log of manatee activities in accordance with the FDEP and USACE permits. A sign, as shown on page 4 of Technical Specification 01531, must be installed prior to commencement of work.

Any time delays as a result of the manatees SHALL NOT BE eligible for additional contract time for Project completion. It is the Contractor's responsibility to increase its workforce or equipment as necessary to ensure Contractor completes all in-water work before the Florida manatee season begins in November 15, 2023.

3.5 WORK PRODUCTS REQUIREMENTS.

The Technical Specifications, and the 100% Construction Plan Set completely describe the services and/or products to complete this restoration Project. These documents are incorporated into the RFB and are available for review and download at the websites listed in Paragraph 1.1. The Construction Plan Set is available in both PDF and CAD format.

3.6 SIGNS.

The Contractor shall provide one sign provided by the District as shown in Figure 8. This sign is in addition to signage described in Section 01580, Page 4, Project Identification and Signs, the Technical Specifications. Manatee protection signs, as shown on page 4 of Technical Specification 01531 and page 12 of the plan set, must be installed prior to commencement of work.

3.7 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

The contractor will provide the District with all required reports.

- 3.7.1** The Contractor must comply with all applicable requirements of the Florida Department of Environmental Protection's (FDEP) *Generic Permit For Pollutant Discharges To Surface Waters Of The State From The Application Of Pesticides (Generic Permit)*, (see Figure 7) pursuant to FDEP's federally-approved National Pollutant Discharge Elimination System (NPDES) Program.
- 3.7.2** All herbicide application will be supervised by a Florida pesticide applicator, licensed in the use of restricted use pesticides for aquatic pest control and natural area weed management. The Contractor shall comply with applicable governmental regulations, U.S. Environmental Protection Agency (EPA) product labels, and manufacturer's directions when handling, mixing, transporting, applying and disposing of herbicides. When pesticides are applied to, or near, surface waters under this RFB, the Contractor must complete and submit the Treatment Report (Attachment 12), to the District within fourteen (14) days of the treatment activity.
- 3.7.3** Contractor must conduct spot checks in and around where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual assessments of the application site must be performed: i) during any post-application surveillance or efficacy check that the Contractor conducts, if a surveillance or efficacy check is conducted; ii) during pesticide application, when considerations for safety and feasibility allow. Visual monitoring activities are to be reported to the District on the Surveillance/Inspection Report (Attachment 13), within fourteen (14) days of the inspection.
- 3.7.4** If Contractor observes or is otherwise made aware of an adverse incident, as defined in Appendix A of the Generic Permit, resulting from a discharge of pollutants to surface waters of the state from a pesticide application by the Contractor, the Contractor must notify the State Watch Office at 800-320-0519, in accordance with Part IV.C.3.(a) of the Generic Permit (Twenty-Four Hour Adverse Incident Notification Form, Attachment 14.) A copy of the report must be provided to the District. If required by Part IV.C.3.(b) of the Generic Permit, a Thirty Day Adverse Incident Written Report Form (Attachment 15) must be completed and a copy forwarded to the District as soon as possible. The rationale for any determination that a written report of an adverse incident is not required in accordance with Part IV.C.3.(a) of the Generic Permit and a description of any corrective action(s), including spill responses, resulting from pesticide application activities

and the rationale for such action must be provided to the District. These adverse incident notification and reporting requirements are in addition to the reporting requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), United States Code, 7 USC 136 Section 6(a)(2) and its implementing regulations, Code of Federal Regulations, at 40 CFR Part 159.

- 3.7.5** Records of equipment calibration, on behalf of self or the District, must be maintained (Attachment 16 Calibration/Maintenance Documentation Form). These records are to be maintained only by the entity performing the pest application activity and do not need to be submitted to the District.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive and responsible bidder. Cost must be provided for all bid items. If there is a discrepancy in a calculation, the applicable unit price will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District.

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

- 4.1.1 BID BOND.** Bidders will furnish a forfeiture bid bond in substantially the form attached to this RFB, or alternate security in the form of cash, cashier's check or certified check as required by this RFB.
- 4.1.2 SATISFACTORY REFERENCES.** References must be provided as required by this RFB.
- 4.1.3 ACKNOWLEDGMENT OF ADDENDA.** Bidder shall acknowledge receipt of all written Addenda issued for this RFB. Failure to acknowledge receipt, review, and acceptance of any Addenda may result in the bid being considered non-responsive.
- 4.1.4 COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subsection 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Bidder Qualification Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Bid Bond
- Attachment 5 - Public Entity Crimes Statement

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 6 - Trench Safety Act Compliance Form
- Attachment 7 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 8 - Affidavit/Final Release of Lien Affidavit
- Attachment 9 - Consent of Surety Company to Final Payment
- Attachment 10 - Performance, Payment and Guaranty Bond
- Attachment 11 - Sample Agreement
- Attachment 12 - NPDES Treatment Report
- Attachment 13 - NPDES Generic Permit Surveillance/Inspection Report
- Attachment 14 - NPDES Twenty-four (24) Hour Adverse Incident Notification
- Attachment 15 - NPDES Thirty (30) Day Adverse Incident Written Report
- Attachment 16 - NPDES Sprayer Calibration/Maintenance Documentation Form

The remainder of this page intentionally left blank.

Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
 BID RESPONSE FORM
 FOR
 THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
 BID NUMBER RFB 23-4010**

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

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

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

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

Bidder Name (Company Name as Contained on Corporate Seal)

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

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

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

Authorized Signature	Date	Print/Type Name and Title
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NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

**ATTACHMENT 1 (Continued)
 BID RESPONSE FORM
 FOR
 THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
 BID NUMBER RFB 23-4010**

BASE BID				
ITEM #	DESCRIPTION / ENGINEER'S ESTIMATED QUANTITY	QTY	UNIT	ITEM TOTAL COST
1	MOBILIZATION	1	LS	
2	STAKED SILT FENCE	1	LS	
3	PLASTIC CONSTRUCTION BARRICADE FENCE	1	LS	
4	CONSTRUCTION SIGNAGE, FURNISH & INSTALL / 2 EA	1	LS	
5	TREE BARRICADE	1	LS	
6	FLOATING TURBIDITY BARRIER	1	LS	
7	TURBIDITY MONITORING	1	LS	
8	DUST, SEDIMENTATION, EROSION AND TURBIDITY CONTROL MAINTENANCE	1	LS	
9	CONSTRUCTION ACCESS DRIVE MAINTENANCE AND RESTORATION	1	LS	
10	CLEARING AND GRUBBING/ 8,600 SY	1	LS	
11	EXCAVATION AND DISPOSAL / 355 CY	1	LS	
12	FILTER STONE (INCLUDING FILTER FABRIC) FURNISH AND INSTALL/ 70 CY	1	LS	
13	ENVIROLOK™ BAGS OR APPROVED ALTERNATE FURNISH & INSTALL/ 15 CY	1	LS	
14	BURLAP SOIL BAGS FURNISH AND INSTALL/ 5 CY	1	LS	
15	LIMESTONE RIPRAP FURNISH AND INSTALL/ 560 TN	1	LS	
16	GRAVEL STAGING PAD FURNISH, INSTALL, MAINTAIN & RESTORE/ 805 CY	1	LS	
17	SOD/ 75 SY	1	LS	
18	SEED AND MULCH/ 7,800 SY	1	LS	
19	PLANTINGS INSTALLED (ITEMS 19A-19AA)			
19A	<i>Juniperus virginiana</i> 'Brodie' (Eastern Red Cedar)/ 2-25GAL	1	LS	
19B	<i>Quercus virginiana</i> (Live Oak)/ 2-45 GAL	1	LS	
19C	<i>Pinus elliotii</i> (Slash Pine)/ 2-7 GAL	1	LS	
19D	<i>Morella cerifera</i> (Wax Myrtle)/ 14-3 GAL	1	LS	
19E	<i>Forestiera segregate</i> (Florida privet)/ 14-3 GAL	1	LS	
19F	<i>Sambucus nigra</i> (Elderberry)/ 14-3 GAL	1	LS	
19G	<i>Magnolia virginiana</i> (Sweetbay Magnolia)/ 2-7 GAL	1	LS	
19H	<i>Baccharis halimifolia</i> (Saltbush)/ 14-1 GAL	1	LS	
19I	<i>Quercus laurifolia</i> (Laurel Oak)/ 1-45 GAL	1	LS	
19J	<i>Acrostichum danaeifolium</i> (Leather Fern)/ 9-1 GAL	1	LS	
19K	<i>Lyceum carolinianum</i> (Christmas Berry)/ 4-3 GAL	1	LS	
19L	<i>Crinum americanum</i> (Southern Swamp Lily)/ 9-1 GAL	1	LS	

BASE BID				
ITEM #	DESCRIPTION / ENGINEER'S ESTIMATED QUANTITY	QTY	UNIT	ITEM TOTAL COST
19M	<i>Distichlis spicata</i> (Saltgrass)/ 4-2" LN	1	LS	
19N	<i>Iva frutescens</i> (Marsh Elder)/ 9-4" LN	1	LS	
19O	<i>Paspalum vaginatum</i> (Seashore Paspalum)/ 9-1 GAL	1	LS	
19P	<i>Sesuvium portulacastrum</i> (Sea Purslane)/ 9-1 GAL	1	LS	
19Q	<i>Solidago sempervirens</i> (Seaside Goldenrod)/ 59-1 GAL	1	LS	
19R	<i>Tripsacum dactyloides</i> (Fakahatchee Grass)/ 59-1 GAL	1	LS	
19S	<i>Bacopa monnieri</i> (Water Hyssop)/ 59-BR	1	LS	
19T	<i>Cladium jamaicense</i> (Sawgrass)/ 87-1GAL	1	LS	
19U	<i>Mulenbergia capillaris</i> (Gulf Muhly Grass)/ 9-1GAL	1	LS	
19V	<i>Acer rubrum</i> (Red Maple) / 4-15 GAL	1	LS	
19W	<i>Juniperus virginiana</i> (Eastern Red Cedar)/ 3-25 GAL (Replacement Trees if Needed)	1	LS	
19X	<i>Taxodium distichum</i> (Bald Cypress)/ 2-25 GAL (Replacement Trees if Needed)	1	LS	
19Y	Pine Needle Mulch/ 100 CY	1	LS	
19Z	Tree Staking/ 12 EA	1	LS	
19AA	Removal of Felled Limbs	1	LS	
20	BOARDWALK REMOVE/BARRICADE END SECTIONS/ 738 SF	1	LS	
21	MANATEE WATCH SERVICES	1	LS	
22	PLANT MAINTENANCE	1	LS	
23	CONTINGENCY	1	LS	\$70,000.00

TOTAL BID AMOUNT \$ _____

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

- Key:
- BR = Bare Root
 - CY = Cubic Yard
 - DA = Days
 - EA = Each
 - GAL=Gallon
 - LF = Linear Feet
 - LN = Liner
 - LS = Lump Sum
 - SF = Square Feet
 - SY = Square Yard
 - TN = Ton

D. ORGANIZATION CHART:

The bidder must provide an Organization Chart showing bidder's team, including the Project Manager, superintendent, and foreman for each work category and Key Subcontractor, identifying specific responsibilities of the bidder and each Key Subcontractor.

E. CONTRACTOR AND SUPERINTENDENT QUALIFICATIONS:

The bidder must provide resumes of its Principals, licensed General Contractor, Project Manager, and Superintendent listing their qualifications, experience, education, and training.

The Principals of the bidder must have a minimum of 10 years' experience on projects similar in size and scope of this Project. The General Contractor must have a minimum of 5 years' experience, under the name of the bidder, installing the same or similar materials, and provide written certification.

The Project Manager must have adequate experience on a minimum of 5 projects, similar in scope to this Project, within the past 5 years. The Project Manager must have been employed by the bidder at least one year prior to the submission of the bid.

The on-site Superintendent, generally considered as a non-working project manager, supervising the work shall have at least 3 years of verifiable experience working in environmentally sensitive areas conducting shoreline stabilization/restoration, earthwork, and wetland planting. Superintendent must have been employed by the bidder at least 6 months prior to the submission of the bidder's response to this RFB.

F. MANATEE OBSERVERS:

Bidder must utilize manatee observers that have been approved to perform manatee watching services for this Project by the Florida Fish and Wildlife Commission (FFWC). List the proposed manatee observers below and provide written documentation evidencing the FFWC'S approvals.

ATTACHMENT 2 (continued)
REFERENCE FORMAT
FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010

BIDDER SPECIFIC QUALIFICATIONS

Bidder must demonstrate Bidder's experience and expertise in successfully completing Projects that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided. Bidder must provide a **minimum of three (3) references** that meet the requirements below.

- Project at substantial completion within the last five (5) years.
- Constructed value of at least five hundred thousand dollars (\$400,000).
- Similar in scope to this Project.

Bidder Name: _____

Reference Business and Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

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

**ATTACHMENT 2 (continued)
FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

WORK CATEGORY SPECIFIC QUALIFICATIONS

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

MARINE REVETMENT AND/OR STONE RIPRAP SHORELINE RESTORATION

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

- Shoreline stabilization with stone riprap installation with a construction value of at least \$200,000
- Project at substantial completion within the last five (5) years
- Similar in scope to this Project.

REFERENCE FORMAT

Bidder/Subcontractor Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

**ATTACHMENT 3
CERTIFICATION CLEAN AIR ACT/CLEAN WATER ACT
FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

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

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

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

Name of Authorized Representative

Date

**ATTACHMENT 4
 BID BOND
 FOR
 THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
 CITRUS COUNTY, FLORIDA
 BID NUMBER RFB 23-4010**

_____, as Principal, and _____, as Surety, are bound to the Southwest Florida Water Management District ("District") in a penal sum equal to **five percent** of the total amount, including sales tax together with any contingency, additive, and alternate amounts, bid by Principal in its response ("Submittal") to **THREE SISTERS SPRING CANAL SHORELINE STABILIZATION CONSTRUCTION, CITRUS COUNTY, FLORIDA BID NUMBER RFB 23-4010**, hereinafter the "Solicitation", for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided in this Bid Bond.

THE CONDITIONS OF THIS BID BOND are such that if the Principal signed the Submittal to the District within the time specified in the Solicitation, then the Principal shall not withdraw its Submittal except as allowed in the Solicitation, and shall, if awarded, promptly (i) sign the Agreement (as defined in the Solicitation) upon the terms, conditions, and price set forth in the Solicitation and Submittal, (ii) provide proof of insurance (including endorsements) as required in the Solicitation, and, (iii) if a Payment Performance and Guaranty Bond ("Bond") is required by the Solicitation, provide a certified recorded copy of the signed Bond in the required amount and in the required form with good and sufficient surety(ies) satisfactory to the District for the faithful performance and proper fulfillment of said Agreement, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and surety shall immediately pay the District upon demand the above sum as liquidated damages for the failure of the Principal.

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

PRINCIPAL:

SURETY:

By: _____

By: _____

Print signer's name: _____

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

Title: Pres Exec/Sr VP CEO Gen Ptnr

Print signer's name: _____

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

(Name must EXACTLY match name on POA)

Other: _____

(if Other is checked attach proof of

authority)

License no: _____

License no: _____

[CORPORATE SEAL]

Countersignature:

By: _____

(Florida Licensed Insurance Agent)

Print signer's name: _____

License no: _____

Agency Name: _____

Phone no.: _____

Bus. Address: _____

**ATTACHMENT 5
PUBLIC ENTITY CRIMES STATEMENT
FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

**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 287.133(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

BIDDER: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 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:

**ATTACHMENT 6
TRENCH SAFETY ACT COMPLIANCE FORM
FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

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

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 7
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010

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

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

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

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

Company:

By:

Signature of Authorized Representative Date

Sample Forms Referenced in this RFB

ATTACHMENT 8

AFFIDAVIT

STATE OF FLORIDA

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

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

WITNESS:

Signed _____

By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ Day of _____, 201_.

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 8 (Cont.)

FINAL RELEASE OF LIEN

KNOWN TO ALL MEN BY THE PRESENTS, that _____
for and in consideration of the sum of _____ (\$ _____)
by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby acknowledged,
except the sum of _____ representing the
total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its successors or
assigned, all liens, lien right, claims or demands of any kind whatsoever which
_____ now 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 _____, 201_.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, 2012_.

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 9

CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR THE
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010

PROJECT: THREE SISTERS SPRING CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT,
CRYSTAL RIVER, CITRUS COUNTY FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: THREE SISTERS SPRING CANAL SHORELINE STABILIZATION CONSTRUCTION
PROJECT

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 _____, 2012_.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

ATTACHMENT 10

**PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR THE
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

State of _____

Bond No. _____

County of _____

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal:

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

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.02(2), Florida Statutes.

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

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

ATTEST:

(Corporate Seal)

(Print Name of Principal)

Secretary as to Principal

BY: _____
Title:
As authorized agent for Principal

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY: _____
Authorized Agent for Surety

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

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

**ATTACHMENT 11
SAMPLE AGREEMENT
FOR THE
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION (W431)

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

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to perform all work required for the Three Sisters Springs Canal Shoreline Stabilization Construction Project, hereinafter referred to as the "PROJECT"; and

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

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

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

1. INDEPENDENT CONTRACTOR.

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

2. PROJECT MANAGER AND NOTICES.

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

Project Manager for the DISTRICT: _____

Project Manager for the CONTRACTOR: _____

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

- 2.1 The DISTRICT'S Project Manager is authorized to approve Change Orders in accordance with the requirements of this Agreement, including Subparagraph 3.3, with prior DISTRICT management approval in accordance with the DISTRICT'S Signature Authority. 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 time periods set forth in Paragraph 5, Effective Date/Term. The DISTRICT'S Project Manager is not authorized to approve any time extension which will extend the Substantial Completion or Final Completion dates more than twelve (12) months.
- 2.2 The DISTRICT'S Project Manager is authorized to approve Minor Change Approval/Directive in substantially the form attached as Exhibit "D" to: (i) extend a PROJECT task deadline and modify the Exhibit "B" Progress Schedule, provided such change does not result in any increased cost to the DISTRICT or exceed the Substantial or Final Completion dates set forth in Paragraph 5, Effective Date/Term; (ii) authorize expenditure of allowance amounts or move funds between line items in the Exhibit "C" Schedule of Values, provided such authorization or change does not result in any increased cost to the DISTRICT beyond the base amount, less any unallocated allowance, set forth in Paragraph 4, Compensation; or (iii) to accept CONTRACTOR-requested changes to CONTRACTOR'S Project team per Paragraph 3.1 below. A Minor Change Approval/Directive must be in writing, include the CONTRACTOR reason for the requested extension/line item adjustment, if applicable, and be signed by the DISTRICT Project Manager and his or her manager unless the DISTRICT'S Signature Authority provides otherwise.

3. SCOPE OF WORK.

The CONTRACTOR, upon written notice to proceed from the DISTRICT, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Bids 23-4010 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference, and Exhibit "B", CONTRACTOR'S Progress Schedule. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.3 herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.

- 3.1 The DISTRICT and CONTRACTOR hereby recognize the specialized subcontractor expertise of (name subcontractors) and manatee observers, 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.
- 3.2 No acceptance or approval by the DISTRICT of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the DISTRICT to reject defective work or shall create any DISTRICT liability for the acts or omissions of these individuals or entities.
- 3.3 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 will pay the CONTRACTOR the sum of \$_____. Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted \$_____ in contingency funds for ancillary work that may be required, for a total not to exceed amount of \$_____. Payment will be made to the CONTRACTOR on a 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, upon receipt of a proper invoice as defined in Subparagraph 4.2. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

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

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

- 4.1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2. All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the DISTRICT'S dispute resolution procedure.
- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONTRACTOR in writing that the invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the DISTRICT.
- 4.4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by

providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.

- 4.5. By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Three Sisters Spring Canal Shoreline Stabilization Construction Project agreement between the Southwest Florida Water Management District and (Insert CONTRACTOR'S Name) (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.7. The DISTRICT will hold back a retainage of 5% of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and vegetation maintenance. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit stating that the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D."
- 4.8. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. The DISTRICT reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the DISTRICT'S Project Manager.

5. EFFECTIVE DATE, TERM.

The Agreement will be effective upon execution by all parties. A Notice to Proceed (NTP) with construction shall be issued by the DISTRICT on or before April 1, 2023. Provided the DISTRICT issues the NTP by this date, the CONTRACTOR shall commence project work within 5 business days and reach substantial completion on or before September 18, 2023, with final completion being reached on or before October 18, 2023. The one-year plant establishment period shall commence at Project substantial completion. If the NTP is not issued by April 1, the DISTRICT will have the option to extend the completion times, or terminate the Agreement without any payment obligation other than the cost of materials authorized to be procured by a Notice to Proceed with Procurement issued by the DISTRICT Under no circumstances will construction

activities be conducted between November 15th and April 1st. Demobilization shall be completed by November 14, 2023 and includes restoration of property as required by the technical specifications.

6. PROJECT RECORDS AND DOCUMENTS.

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

6.1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

6.2. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-352-205-8482, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District**

**2379 Broad Street
Brooksville, Florida 34604-6899**

6.3. This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse CONTRACTOR'S obligation to generate and provide the DISTRICT with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

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

8. REPORTS.

The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.

9. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

10. INSURANCE REQUIREMENT.

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

10.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, and with no X, C, U, (Explosion, Collapse, Underground) exclusion or water exclusion; with the following minimum limit and coverage:

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

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

Combined Single Limit \$1,000,000

10.3 The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.

10.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and maritime law, if applicable. If CONTRACTOR hires or

leases employees through a third-party arrangement, the DISTRICT must have a certificate of workers' compensation coverage evidencing coverage for the CONTRACTOR from the third party. If the CONTRACTOR does not carry workers' compensation coverage, CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage. Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

- 10.5 The CONTRACTOR 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 below in Paragraph 11.
- 10.6 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 10.7 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.
- 10.8 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

11. BONDING REQUIREMENTS.

Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guaranty Bond in the amount of \$_____ as security for the performance of all the CONTRACTOR'S obligations under this Agreement pursuant to the terms and conditions of Section 255.05, Florida Statutes. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect during the entire term of this Agreement, plus any guarantee/warranty period. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms and conditions of this Agreement. If the DISTRICT determines that any part of the PROJECT is defective and requires repair or replacement, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise satisfactorily correct the defect within the time specified by the DISTRICT the DISTRICT has the option to have the work performed or furnished by others and the cost will be paid by the CONTRACTOR or its surety.

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

12. TERMINATION WITHOUT CAUSE.

Upon 7 days written notice to the CONTRACTOR, the DISTRICT may, without cause and without prejudice to any other right or remedy of DISTRICT, terminate this Agreement. In such case, the CONTRACTOR shall be paid for completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination.

13. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT pursuant to Paragraph 12, Termination Without Cause. In addition to the above, the DISTRICT may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A."

14. RELEASE OF INFORMATION.

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

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, the CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

16. LAW COMPLIANCE.

The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

18. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

19. REMEDIES.

Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.

20. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

21. DRUG-FREE WORKPLACE.

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

22. SUBCONTRACTORS.

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

23. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.

24. THIRD PARTY BENEFICIARIES.

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

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.

26. 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.

27. DOCUMENTS.

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

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" CONTRACTOR'S Progress Schedule
Exhibit "C" CONTRACTOR'S Schedule of Values
Exhibit "D" Sample Forms
DISTRICT'S Request for Bids RFB 23-4010
CONTRACTOR'S response to RFB 23-4010

The remainder of this page has been intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

NAME OF CONTRACTOR

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

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
FULL NAME OF CONTRACTOR
FOR
THREE SISTERS SPRING CANAL SHORELINE STABILIZATION CONSTRUCTION (W431)

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the PROJECT.
2. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. One Notice To Proceed will be issued by the DISTRICT which are as follows:
 - 6.1 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 6.2 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the CONTRACTOR. Claims by the CONTRACTOR for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the DISTRICT. The CONTRACTOR'S sole remedy is an extension of time to complete the PROJECT to account for any such delay.
 - 6.3 The District may elect to issue a Notice to Procure prior to the issuance of the Notice to Proceed as the discretion of the District. If the District issues a Notice to Procure, the Contractor will start the process to procure the designated materials, equipment, or otherwise authorized items within 10 business days.

7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
 - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.
 - 7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.
 - 7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
8. The CONTRACTOR will at all times protect its work from damage and will protect the DISTRICT'S property against injury or loss arising in connection with this PROJECT. The CONTRACTOR will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the DISTRICT. The CONTRACTOR will protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The CONTRACTOR will, at all times, protect public and privately owned property in and around the PROJECT site, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from the CONTRACTOR'S failure to provide such protection will be promptly repaired or restored at the sole expense of the CONTRACTOR.
9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the DISTRICT'S Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the CONTRACTOR is not grounds for initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.

The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When

requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.

10. If the CONTRACTOR is delayed at any time, in the progress of the work by an act of neglect of the DISTRICT, its employees, agents or consultants, or by changes ordered by the DISTRICT or by strikes, lock-outs, fire, unavoidable casualties or any other causes beyond the CONTRACTOR'S control, then the time of completion will be extended for such reasonable time as the DISTRICT'S Project Manager may decide. This is the CONTRACTOR'S sole remedy for the delays set forth in this paragraph.
11. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.
12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the project site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with the Schedule of Values attached hereto as Exhibit "C".
16. The CONTRACTOR is as fully responsible to the DISTRICT for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as CONTRACTOR is for the acts and omissions or persons directly employed by CONTRACTOR. Prior to commencing work, the CONTRACTOR will provide the DISTRICT with a photocopy of its General or Excavation and Underground Utilities Contractor's license and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the DISTRICT.
17. The CONTRACTOR and the DISTRICT will develop a single list of items required to render the services purchased by the DISTRICT under this Agreement, complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching. The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
 - 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
 - 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.
18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that

the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

The remainder of this page intentionally left blank.

EXHIBIT "D"
SAMPLE FORMS
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

in connection with the construction of _____

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

WITNESSES:

_____ Signed _____
_____ By _____

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

Notary Public, State of Florida at Large
My Commission Expires: _____

FINAL RELEASE OF LIEN

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

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

IN WITNESS WHEREOF, I, _____

have hereunto set my hand and seal, this _____ day of _____, _____.

WITNESS:

OFFICER:

_____ (SEAL)

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

Notary Public, State of Florida at Large

My Commission Expires: _____

**ATTACHMENT 12
NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
PESTICIDE GENERAL PERMIT
TREATMENT REPORT
(One water body/project per form)
FOR THE
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

District Program (circle one) OPS SWIM ENV LND

Record # _____
(entered by District)

Company Name _____ Applicator _____

Water Body/Project Name _____

Treatment Area Description _____

Target Plant(s) _____

Plant Density _____

Acres Treated _____ Treatment/Inspection Date(s) _____

Herbicide(s) Used / EPA Reg. No. _____

Amount of Herbicide Concentrate Applied & Unit of Measure _____

Percent Active Ingredient in Herbicide products (%) _____

Application Rate (ppm, gal./acre, or % herbicide concentration of spray mix) _____

Describe any unusual or unexpected effects observed in non-target organisms¹ _____

¹ The operator shall conduct spot checks in and around the area where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including the unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual inspection of the application site shall be performed during any post-application surveillance/efficacy check or during application if feasible.

**ATTACHMENT 13
NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
PESTICIDE GENERIC PERMIT
SURVEILLANCE/INSPECTION REPORT¹
FOR THE
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

District Program (circle one) OPS SWIM ENV LND

Record # _____
(entered by District)

Company Name _____ Inspector _____

Water Body/Project Name _____

Treatment Area Description _____

Targeted Plant(s) _____

Inspection Date(s) _____

Inspection Type/Reason _____

Findings _____

¹ The operator shall conduct spot checks in and around the area where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including the unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual inspection of the application site shall be performed during any post-application surveillance/efficacy check or during application if feasible.

**ATTACHMENT 14
 NPDES TWENTY-FOUR (24) HOUR ADVERSE INCIDENT NOTIFICATION
 FOR THE
 THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
 BID NUMBER RFB 23-4010**

TWENTY-FOUR (24) HOUR ADVERSE INCIDENT NOTIFICATION	
As reported to the State Watch Office by telephone at (800) 320-0519	
Reported by	_____

Date & Time of report:	
State Watch Office Representative accepting report:	
Pursuant to Rule 62-620.610(20), F.A.C. the following information must be supplied by phone to the State Watch Office within 24 hours of observance, or receipt of notification, of an adverse incident:	
Caller's name, address, phone	_____

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

Generic permit number	
Contact person, phone	
Date & time of Adverse Incident	Status: _____ Ongoing _____ Ceased
Date & time Operator became aware of Adverse Incident _____	
Method of Notification to Operator: _____ Employee (name) _____	
_____ Member of Public (name, address, phone) _____	
_____ In person _____ By phone _____	
_____ In writing (keep copy for records) _____	
Description of location or address of Adverse Incident	_____

Water body affected (if any)	_____
Description of the Adverse Incident _____	

EPA pesticide registration number for each product applied to area _____	

Description of corrective measures _____	

Other persons or agencies contacted _____	

**ATTACHMENT 15
 NPDES THIRTY (30) DAY ADVERSE INCIDENT WRITTEN REPORT
 FOR THE
 THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
 BID NUMBER RFB 23-4010**

THIRTY (30) DAY ADVERSE INCIDENT WRITTEN REPORT	
To: Florida Department of Environmental Protection Bob Martinez Center/Industrial Wastewater Section 2600 Blair Stone Road, Mail Station 3545 Tallahassee, FL 32399-2400	
Date _____	By: Certified Mail Receipt number _____
From: _____	or email: _____ PGPadverseincidentreport@dep.state.fl.us
_____ _____ _____	
Date/time State Watch Office was contacted _____	
Office instructions (if any) _____	
_____ _____	
Location of Incident _____	
Water body(s) affected _____	
Appearance of waters _____	
_____ _____	
Description of Adverse Incident (including species affected, their size, number and condition)	
_____ _____ _____	
Anticipated duration of continuance (if not already corrected) _____	
Total area affected (e.g. aquatic acreage or stream distance) _____	
Pesticide information: Application rate: _____ Intended site _____	
Product name, AI, EPA Registration number: _____	
Habitat description, including any available ambient water data: _____	
_____ _____	
Laboratory tests performed, if any _____	
<i>(summary of test results to be supplied to Department within five (5) days of availability)</i>	
Justification for claiming Adverse Incident was not caused by pesticide exposure (if applicable)	
_____ _____	
Planned preventative procedures: _____	
_____ _____ _____	

**ATTACHMENT 16
NPDES SPRAYER CALIBRATION/MAINTENANCE DOCUMENTATION FORM
FOR THE
THREE SISTERS SPRINGS CANAL SHORELINE STABILIZATION CONSTRUCTION PROJECT
BID NUMBER RFB 23-4010**

**National Pollution Discharge Elimination System
Pesticide General Permit
Sprayer Calibration/Maintenance Documentation Form**

Company Name & Contact Information _____

Calibration Date _____

Type of Application Equipment Calibrated _____

Spray System Identification Number _____

Applicator/Mechanic Name _____

Repair/Maint. Description _____