

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS 24-4467
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA**

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

**DIRECT INQUIRES TO: Ari Horowitz, Procurement Specialist
TELEPHONE: 352-505-2970**

Email: procurement@watermatters.org

Posted: May 24, 2024

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders to furnish and deliver, if and when ordered by the District, all required services and materials necessary for the Brooker Creek Buffer Preserve FDOT Mitigation Site - Invasive Plant Control Services – RFB 24-4467 in Hillsborough County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful Bidder, hereinafter referred to as the Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the Brooker Creek Buffer Preserve in Hillsborough County, Florida. For the purposes of this document the following terms are used interchangeably: bid/Bidder, response/respondent, and proposal/proposer.

MANDATORY PRE-BID CONFERENCE & SITE VISIT

June 6, 2024

9:00 a.m. Local Time

Brooker Creek Buffer Preserve

18202 Patterson Road, Odessa, Florida 33556

It is highly recommended that Bidders drive a four-wheel drive vehicle with sufficient ground clearance for their use during the site visit.

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. An addendum will be published clarifying and answering any questions posed at the conference. The site visit will immediately follow the pre-bid conference at the same location.

All reference documents (maps, technical specifications, drawings, etc.) are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com.

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

ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY JUNE 11, 2024

BID DUE DATE: JUNE 25, 2024 AT 2:00 P.M. LOCAL TIME

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR BIDS 24-4467 BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE - INVASIVE PLANT CONTROL SERVICES HILLSBOROUGH COUNTY, FLORIDA

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REFERENCE DOCUMENTS – Available for download from the District and DemandStar websites.

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PART I – INTRODUCTION

1.1 INTERNET AVAILABILITY.

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

1.2 AMERICANS WITH DISABILITIES ACT (ADA).

The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or who would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 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 the Procurement Services Office at procurement@watermatters.org or receipt no later than June 11, 2024. Inquiries must reference the bid title, bid number, and date of bid opening. Bidders are responsible for checking the websites listed in Section 1.1, Internet Availability, for the District's responses to the questions presented.

1.5 BID RECEIPT AND OPENING.

The bid opening will be public, on the bid due date and at the time specified on the Cover Sheet. It is the Bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. 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. Responses will remain binding upon the Respondent for a period of 120 days thereafter.

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

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

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

The bid opening is open to the public. The bid opening will be held virtually and will begin at 2:00 p.m. on June 25, 2024. Respondents may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid opening:
Join Microsoft Teams meeting on your computer or mobile app via
<https://tinyurl.com/yc6n5hy9>
Or call in (audio only)
[+1 786-749-6127](tel:+17867496127), [142891655#](tel:+142891655) United States, Miami
Phone conference ID: 142 891 655#

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, Internet Availability. Respondents will acknowledge receipt of all Addenda in their responses.

1.7 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1, Internet Availability. 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 total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The contract will include both fixed price and unit price pay items for the project work; however, the total project price will not exceed the total bid amount as indicated on the Bid Response Form. The total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.11 **OPTIONAL ALTERNATIVE BID PROPOSALS.** Optional alternate bids are not applicable to this solicitation.

1.12 **REJECTION OF BID.**

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

1.13 **RESPONSIVE/RESPONSIBLE.**

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

1.14 **REFERENCES.**

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

1.15 LISTING OF SUBCONTRACTORS.

The Bidder must provide a list of all its proposed Subcontractors with its bid response as required in Attachment 2. If a proposed Subcontractor does not meet the requirements of this RFB as determined by the District, the District may either reject the bid or request the apparent successful Bidder 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 the Bidder shall perform as independent contractors of the Bidder and not as employees, representatives, or agents of the District.

1.16 BID TABULATION AND NOTICE OF INTENDED DECISION.

The names of the Bidders and their prices (bid tabulations) will be announced at the bid opening and bid recaps (listing the names of the 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, Internet Availability, in accordance with Section 255.0518, Florida Statutes. Bid recaps and bid tabulations will not be provided by telephone or electronic mail. 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 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 a Notice of Intent to Award must file with the District a notice of protest and formal written protest in compliance with Section 120.57, Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.18 EXECUTION OF CONTRACT.

By submitting a bid, 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 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, the Bidder must submit its request under the procedure set forth in Section 1.4, Questions. The successful Bidder must submit a Certificate of Insurance within 10 days from the posting of the Notice of Intent to Award.

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 **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).
- 2.1.2 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.3 **Bidder:** Any firm who submits a bid for the Project described in this RFB.
- 2.1.4 **Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.5 **Contract Documents:** The Agreement, RFB, Technical Specifications, and other reference documents as described in this RFB.
- 2.1.6 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.7 **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 Jacqueline Bilello, Vegetation Management, Operations Bureau.
- 2.1.8 **Notice of Award:** The official letter from the District notifying the successful Bidder that it has been awarded the contract. This Notice of Award does not constitute a contract with the District.
- 2.1.9 **Notice of Intent to Award:** The official letter from the District announcing the intent to award the contract to a specific Bidder. This Notice starts the clock for the protest period. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.10 **Notice To Proceed:** The official letter notifying the Contractor to proceed with the work specified in the Notice to Proceed within the specified time frame.
- 2.1.11 **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.
- 2.1.12 **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.
- 2.1.13 **Reference Documents:** The design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.

- 2.1.14 **Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.15 **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.
- 2.1.16 **Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **TERM.**

The Agreement will be effective upon execution by both parties and shall remain in effect through June 30, 2025, with the option for four additional one-year renewals periods commencing July 1st of each subsequent year, upon the mutual written agreement of both parties. Services for the first year will commence upon written Notice to Proceed by the District.

2.3 **BID CALENDAR.**

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

- Request for Bids issued by the District May 24, 2024
- Mandatory Pre-Bid Conference/Site Visit (9:00 a.m.) June 6, 2024
- Question Period Ends June 11, 2024
- General and technical questions must be submitted in writing to the Procurement Services Office at procurement@watermatters.org no later June 11, 2024. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.*
- Due date for Bidders to submit responses (2:00 p.m.)..... June 25, 2024
- Notice of Intent to Award, anticipated posting date..... July 12, 2024
- Notice to Proceed, anticipated by date August 1, 2024

2.4 **TAXES.**

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

2.5 **RETAINAGE.** Retainage is not applicable to this solicitation.

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

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

2.8 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Manufacturer's name and Approved Equivalents are not applicable to this solicitation.

2.9 **PUBLIC RECORDS LAW.**

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

2.9.1 The Bidder, as part of this solicitation process (and as Contractor if the 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. The Bidder has read and is familiar with Florida's Public Records Law. The 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 the Bidder's possession and require the same of those with whom the Bidder lawfully shares the Exempt Plans. **Notwithstanding the preceding, the Bidder shall destroy all Exempt Plans (and any copies thereof in whatever media) in possession of the Bidder (or in possession of others by or through the Bidder) prior to the date and time set forth in Section 1.5, Bid Receipt and Opening.**

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

2.10 **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, the Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

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

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

2.13 RESPONSIBLE VENDOR DETERMINATION.

The Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.14 SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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

2.16 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the awarded Bidder, before entering into a contract with the District, will comply with Paragraph 16 of Attachment 6, Sample Agreement.

2.17 LOBBYING PROHIBITION. Lobbying Prohibition is not applicable to this solicitation.

2.18 INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, as a result of any act or omission by 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.

2.19 INSURANCE.

The contract resulting from this RFB will require the Contractor to maintain during the entire term of the contract, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 6, 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.

2.20 **BONDING**. Bonding is not applicable to this solicitation.

2.21 **ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES**.

If archaeological artifacts are uncovered during construction, the Contractor must stop work in the area and promptly notify the District so that a course of action can be determined.

2.22 **TRENCH SAFETY ACT**. Trench Safety Act is not applicable to this solicitation.

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

2.24 **DRAWINGS AND SPECIFICATIONS**. Drawings and Specifications are not applicable to this solicitation.

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

The Contractor shall coordinate and work cooperatively with the District. 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.

2.25.1 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.

2.25.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants, or by changes ordered by the District, or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the aforementioned delays.

2.26 **LIQUIDATED DAMAGES**. Liquidated Damages are not applicable to this solicitation.

2.27 **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 the Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB.

If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which the Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the 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.

2.28 **MATERIALS, APPLIANCES, LABOR.**

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

2.29 **TOOLS, PLANTS, AND EQUIPMENT.**

If at any time before the commencement or during the progress of the work, tools, plants, or equipment appear to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve character, to augment its number or substitute new tools, plants, or equipment, as the case may be and the Contractor will conform to such order. The failure of the District to demand such increase of efficiency will not relieve the Contractor of 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.

2.30 **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.

2.31 **STANDARDS FOR QUALITY AND WORKMANSHIP.**

All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards 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.

2.32 **GUARANTEE**. Guarantee is not applicable to this solicitation.

2.33 **ESTIMATED QUANTITIES**.

Unless otherwise specified, the quantities stipulated in the bid for various unit priced items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected and actual services 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 in Part III, Scope and Specifications. The Contractor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Total Bid Amounts submitted in response to this RFB.

2.34 **PERMITS AND REGULATIONS**.

The District will be responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) Permit. The Contractor shall be responsible to comply with all reporting requirements in accordance with this permit as more specifically outlined in the Part III, Scope and Specifications.

2.35 **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.

2.35.1 At all times, the Contractor will protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

2.36 **CONSTRUCTION ACCESS**.

The Project site is District property. Combination to the padlock on each gate will be provided to the Contractor upon issuance of the Notice to Proceed. All gates must be secured at all times including after each ingress and after each egress through each gate.

2.37 **INSPECTION OF WORK**.

The District and its representatives will at all times have access to the work whether it is in preparation or progress and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision in this RFB nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

2.37.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then 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.

2.38 **TESTS.** Tests are not applicable to this solicitation.

2.39 **CONTRACTOR SUPERINTENDENT.** Contractor Superintendent is not applicable to this solicitation.

2.40 **HOURS OF WORK.**

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

2.41 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST NOTICE OF INTENT TO AWARD).** Progress Schedule and Schedule of Values are not applicable to this solicitation.

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

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

PART III – SCOPE AND SPECIFICATIONS

The District is soliciting bids from qualified Bidders to furnish and deliver, if and when ordered by the District, all required services and materials necessary for the Brooker Creek Buffer Preserve FDOT Mitigation Site - Invasive Plant Control Services in Hillsborough County, Florida as more particularly shown in this solicitation and the Reference Documents.

3.1 **PROJECT BACKGROUND INFORMATION.**

Brooker Creek Buffer Preserve is owned by Hillsborough County (County) and managed by both the County and the Southwest Florida Water Management District (District). The 499-acre property is in northwest Hillsborough County, Florida (Figure 8). The FDOT Mitigation treatment area consists of approximately 255-acres of wetlands and upland buffers within the preserve. (Figure 10) Hillsborough County land management staff perform regular prescribed burns and provide security on the Preserve. The property has been under active site maintenance to reduce the presence and minimize the spread of non-native and nuisance plant species and allow the maturation and spread of native plantings.

3.2 PROJECT DESCRIPTION.

The Brooker Creek Buffer Preserve FDOT Mitigation Invasive Plant Control Project is a project to maintain freshwater and upland native plant communities at the FDOT Mitigation areas at Booker Creek Buffer Preserve by reducing the presence and minimizing the spread of non-native and nuisance plant species.

Polygons of vegetation management boundaries (.gpx for GPS, kmt for Google Earth, or .pdf for Avenza) have been provided as part of this solicitation (Figure 10).

3.3 GENERAL REQUIREMENTS.

- 3.3.1 The Contractor shall provide all necessary labor, equipment, and materials to complete the Project as described within the Contract Documents.
- 3.3.2 The Contractor shall be responsible for inspecting and accepting the existing conditions of the work site prior to bidding.
- 3.3.3 All disturbed areas of the roads, vehicle parking areas, equipment parking areas, etc., shall be restored to pre-Project condition and vegetated state as directed by the District’s Project Manager at the conclusion of the Project. All site and vegetation restoration plans must be approved in writing by the District Project Manager prior to implementation.
- 3.3.4 The Contractor shall have a copy of all permits at the Project work site and shall perform all work in accordance with the requirements of the permits, including those obtained by the District.
- 3.3.5 The Contractor is responsible to dispose of any trash, debris, or other materials, including discarded material, generated by the Contractor from the Project site and to dispose of these materials offsite in compliance with all applicable laws.

3.4 WORK OBJECTIVES.

The overall goal of this Project is to reduce and control the growth of non-native and nuisance plant species on the managed portions of the Brooker Creek Buffer Preserve. General objectives include:

3.4.1 Vegetation Management:

Control woody, grass and herbaceous non-native and nuisance plant species on approximately 255-acres of wetlands and upland buffers within the preserve (Figure 10) through herbicide application according to the vegetation management treatment schedule provided below in accordance with Section 3.5.1, Vegetation Management, of this solicitation.

Quarter (Q) of each Agreement Year	Quarterly Treatment Period Start	Quarterly Treatment Period End
Q1	July 1	September 30
Q2	October 1	December 31
Q3	January 1	March 31
Q4	April 1	May 31

*Note: The first quarter of year 1 shall start at issuance of Notice to Proceed.

3.5 **DUTIES AND SPECIFICATIONS.**

3.5.1 Vegetation Management:

The Contractor will perform quarterly herbicide treatments to achieve effective treatment of 100% of target vegetation identified in Section 3.5.2.2, Non-native and Nuisance Plant Species Control Targets, which results in a minimum of 95% of the target plants killed.

3.5.2.1 Non-native and Nuisance Plant Management Locations and Maintenance Levels.

This RFB covers non-native and nuisance vegetation management on approximately 255 acres of the Brooker Creek Buffer Preserve (Figure 10).

3.5.2.1.1 Provide 100% treatment to maintain aerial coverage or occurrence of non-native and nuisance species at five percent (5%) or less.

3.5.2.2 Non-native and Nuisance Plant Species Control Targets

3.5.2.2.1 Non-native plant species shall include but not be limited to plants listed on the current Florida Invasive Species Council's Category I and II Invasive Plant List ([2023 FISC List of Invasive Plant Species - Florida Invasive Species Partnership](#)), along with Cuban bulrush (*Cyperus blepharoleptos*) and John Charles weed (*Condea verticillata*). Other non-native species may require control if they threaten the survival, growth or spread of native plant species or hinder access to perform necessary vegetation management activities.

3.5.2.2.2 Nuisance plants are undesirable, native species that threaten the survival, growth or spread of native plant species or hinder access to perform necessary vegetation management activities. Nuisance species shall include but not be limited to cattail (*Typha spp.*).

3.5.2.3 Vegetation Management Control Methods

3.5.2.3.1 The vegetation management control methods will follow the guidelines outlined below to address treatment targets (as described in Section 3.5.2.1, Non-native and Nuisance Plant Management Locations and Maintenance Levels, of this solicitation).

3.5.2.3.2 Treatment methods shall follow the recommendations set forth in the University of Florida, Institute of Food and Agricultural Sciences (IFAS) Extension publication "Integrated Management of Non-Native Plants in Natural Areas of Florida", publication SP 242, by Stephen F. Enloe, et al incorporated herein by reference. This publication is available at the following link: <http://edis.ifas.ufl.edu/pdffiles/WG/WG20900.pdf>
Common integrated management practices include herbicides, mowing and physical removal. All control or removal operations must be done in a manner that will minimize damage to non-targeted species. The use of any new treatment methods and herbicides not included in this publication may be utilized by the Contractor if approved as part of the annual control schedule. Other control

methods may be utilized if they are consistent with the Project management goals and approved as part of the annual control schedule.

- 3.5.2.3.3 The Contractor must follow all pesticide laws and regulations including those set forth by the United States Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and the Florida Department of Agriculture and Consumer Services (FDACS). All herbicides shall be applied pursuant to the EPA approved product label including but not limited to approved use sites, handling, mixing, loading, transporting, applying, storage and disposal of empty containers.
- 3.5.2.3.4 All Herbicide Applicators working on this Project shall be supervised by the Contractor's Field Supervisor who must possess a valid Florida Restricted Use Pesticide Applicator License issued by FDACS with Aquatic Pest Control and Natural Areas Weed Management certifications. The Contractor's Field Supervisor shall be responsible for all control activities and safety on the Project sites. The Field Supervisor must be on-site whenever the Contractor has employees working on the Project. The Field Supervisor must have the ability to communicate orally in English and in the language or languages needed to direct the employees under their supervision. Herbicide Applicators shall be suitably trained and experienced to correctly identify targeted and non-targeted plants and to safely handle, mix, and apply herbicides.
- 3.5.2.3.5 When herbicides are applied to water or near water resulting in the unavoidable discharge to water, the Contractor must comply with the District's Generic Permit for Pollutant Discharges to Surface Waters of the State from the Application of Pesticides issued by the FDEP. See Part V, Recordkeeping and Annual Reporting, of the FDEP Generic Permit 62-621.300(8)(e), F.A.C. (Figure 1).
- 3.5.2.3.6 The District or County reserves the right to install additional upland and/or wetland plants throughout the Project site, after notifying the Contractor. Unless installed by the Contractor, the Contractor will bear no responsibility for the supplemental plants installed by the District or County. However, the Contractor will cause no harm to any supplemental plants installed by the District or County.
- 3.5.2.3.7 After notifying the Contractor, the District or County reserves the right to release bio-control agents to aid in the control of invasive species. The District's Project Manager will provide locations of these releases to the Contractor.
- 3.5.2.3.8 After notifying the Contractor, the District or County reserves the right to perform prescribed burns if/when it becomes feasible to help promote the establishment of a native plant communities.
- 3.5.2.3.9 After notifying the Contractor, the District or County reserves the right to seed selected upland areas if it is determined that this action will reduce the need for herbicide treatment/mowing and support the long-term Project management goals. Any required prep work would be

performed by the District.

3.6 **GENERAL SPECIFICATIONS.**

3.6.1 Equipment Use Precautions.

3.6.1.1 The Contractor shall take care to avoid or minimize ground disturbance to restored upland and wetland habitats due to vehicle access.

3.6.1.2 To avoid tire rutting, ATV's and UTV's or foot travel instead of heavier vehicles should be used when performing treatment activities off the established road system under wet conditions.

3.6.2 Chemical Storage

Herbicides and adjuvants must be supervised by the Contractor's Field Supervisor or Applicators or be securely contained in a ventilated and locked truck or trailer in accordance with Sections 403.161, 403.413, 403.708, 487.031, Florida Statutes. The Contractor shall properly dispose of all pesticide and adjuvant containers. No on-site storage of chemicals is permitted.

3.6.3 Equipment Requirements

3.6.3.1 The Contractor shall have available the following minimum equipment:

- A GPS or smart phone which can be utilized to create or find GPS waypoints and treatment polygons.
- Backpack sprayer(s)
- 4-wheel drive vehicle
- ATV/UTV with vehicle-mounted sprayer

3.6.3.2 The Contractor shall submit a listing and photographs of all owned or rented equipment and vehicles intended to be used under the contract resulting from this solicitation.

3.6.3.3 The District reserves the right to inspect any or all of the Contractor's vehicles and equipment that will be utilized in execution of the work at any time throughout the term of the Agreement. All inspections will take place at the discretion of the District.

3.6.3.4 The District reserves the right to restrict or deny use of any vehicle(s) or equipment as part of this Project work.

3.6.3.5 All vehicles and equipment must be well-maintained and in good repair. No vehicles or equipment may have fluid leaks of any kind.

3.6.4 Contractor Responsibilities

3.6.4.1 Perform site maintenance as required to maintain the aerial coverage of non-native and nuisance plant species at the required maintenance levels indicated in Subsection 3.5.1, Vegetation Management, of this solicitation.

- 3.6.4.2 Provide employee safety training and all materials and supplies needed to maintain a safe worksite as required by state and federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), spill kit, and identification of dangerous plants and animals.
 - 3.6.4.3 Submit Treatment Progress Report, outstanding NPDES forms (when applicable), and invoice to the District Project Manager within seven calendar days of completion of each quarterly treatment.
 - 3.6.4.3.1 GPS tracks of each treatment area shall be recorded by the Contractor and provided to the District Project Manager as part of the treatment progress report.
 - 3.6.4.4 Submit all required NPDES forms and reports as required in Subsection 3.6.5, National Pollutant Discharge Elimination System (NPDES) Permit, of this solicitation.
 - 3.6.4.5 Provide proper cleanup of all spills, including, but not limited to, herbicides and petroleum products, and the reporting of any spills to the State Warning Point (<https://floridadep.gov/oer/oer/content/reportable-incident>), if required. The Contractor shall report any herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the District's Project Manager within 24 hours.
 - 3.6.4.6 Notify the District's Project Manager seven days in advance of when treatments are scheduled and identify the Contractor's Field Supervisor who will be providing on-site supervision. Contact information (cell phone number) and a copy of the Field Supervisor's pesticide license shall also be provided to the District at that time unless that information has already been provided.
 - 3.6.4.7 Attend site inspections and progress meetings at the request of the District's Project Manager on the Project site with the District's Project Manager on a mutually agreeable date to assess the status of the work in progress and the current coverage of non-native and nuisance plant populations.
 - 3.6.4.8 The District's Project Manager may inspect the project site after each treatment or at any other time at the discretion of the District's Project Manager. The Contractor is encouraged, but not required to, attend these inspection site visits. The District will notify the Contractor in advance of these inspection site visits should the Contractor desire to attend.
 - 3.6.4.9 The Contractor shall be responsible for the labor and materials to replace existing and installed desirable vegetation that may be damaged during maintenance.
 - 3.6.4.10 Pressure-wash all equipment trucks, ATVs, and trailers before being brought on-site.
- 3.6.5 National Pollutant Discharge Elimination System (NPDES) Permit.

The Contractor awarded this Project 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; pursuant to FDEP's federally-approved National Pollutant Discharge Elimination System (NPDES) Program found at <https://www.flrules.org/Gateway/reference.asp?No=Ref-09842>.

- 3.6.5.1 If pesticides (herbicides) are applied to or near water, the Contractor must complete and submit a NPDES Treatment Report Form (Figure 2), to the District's Project Manager within 14 calendar days of each treatment event. A Treatment Report Form may cover a work period no longer than one week.
 - 3.6.5.2 The 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 (Figure 3), within 14 calendar days of the inspection unless an adverse incident as defined in the FDEP Generic Permit 62-621.300(8)(e), F.A.C. (Figure 1) is detected.
 - 3.6.5.3 If the Contractor observes or is otherwise made aware of an adverse incident, 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 FDEP Generic Permit and complete the 24 Hour Adverse Incident Notification Form (Figure 4). The District Project Manager must also be immediately informed of the incident and a copy of the report provided to the District within 24 hours. If required by Part IV.C.3. (b) of the FDEP Generic Permit, a Thirty Day Adverse Incident Written Report Form (Figure 5) 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 FDEP 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 (a)(2) and its implementing regulations, Code of Federal Regulations (CFR), at 40 CFR Part 159.
 - 3.6.5.4 A Sprayer Calibration/Maintenance Documentation Form (Figure 6) shall be completed to document any equipment maintenance or calibration events. This form shall be retained by the Contractor and does not need to be submitted to the District unless requested by the District Project Manager.
- 3.6.6 Sanitary Facilities and Potable Water
- 3.6.6.1 Sanitary facilities are not provided by the District on the Project site. The Contractor will be responsible for providing their employees with sanitary facilities for their employees in accordance with all applicable laws.
 - 3.6.6.2 Potable water is not provided by the District on the Project site. The Contractor will be responsible to provide their employees with all required potable water in accordance with all applicable laws.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive, and responsible Bidder. Price 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 interests of the District.

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

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

4.1.2 **ACKNOWLEDGMENT OF ADDENDA**. The 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.

4.1.3 **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.

4.1.3.1 **Bid and contract forms required with bid submission:**

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

4.1.3.2 **Bid and contract forms optional with bid submission:**

- Attachment 5 - Certification Regarding Drug-Free Workplace Requirements

4.1.3.3 **Sample documents referenced in this RFB:**

- Attachment 6 - Sample Agreement

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Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
 BID RESPONSE FORM
 FOR
 BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
 INVASIVE PLANT CONTROL SERVICES
 HILLSBOROUGH COUNTY, FLORIDA
 BID NUMBER RFB 24-4467**

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 it 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
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Physical Address	City	State	Zip Code
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Telephone Number	Fax Number	Email Address
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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
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 24-4467

PRICING FOR PERIODS: YEAR 1 YEAR 2					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Invasive Plant Control on Approximately 255 Acres	4	\$ _____	Quarterly Treatment	\$ _____
TOTAL FOR TWO YEAR PERIOD:					\$ _____

PRICING FOR PERIODS: YEAR 3 YEAR 4					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Invasive Plant Control on Approximately 255 Acres	4	\$ _____	Quarterly Treatment	\$ _____
TOTAL FOR TWO YEAR PERIOD:					\$ _____

PRICING FOR PERIOD: YEAR 5					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Invasive Plant Control on Approximately 255 Acres	4	\$ _____	Quarterly Treatment	\$ _____
TOTAL FOR ONE YEAR PERIOD:					\$ _____

<p>TOTAL TERM AGREEMENT INCLUDING OPTIONAL RENEWALS:</p> <p>TOTAL BID AMOUNT \$ _____</p> <p>TOTAL BID AMOUNT IN WORDS (Type or Clearly Print):</p> <p>_____</p>

C. BIDDER RESUMES:

The Bidder must provide resumes of its Project Manager, Field Supervisor, License Holders, and any other supervisory position listing their qualifications, experience, education, and training. The resumes provided must show that each individual meets the appropriate requirements above.

D. BIDDER REFERENCES:

References must be provided on the Reference Form provided in this attachment.

The Bidder must provide a minimum of three references who can verify the Bidder's qualifications and past performance record on projects.

References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

E. BIDDER ORGANIZATION CHART:

The Bidder must provide an Organization Chart showing the Bidder's team, including the Principals, Field Supervisors, License Holders, and any other supervisory position required for completion of the Project work for each work category and Subcontractor, identifying specific responsibilities of the Bidder and each Subcontractor.

F. BIDDER/CONTRACTOR/SUBCONTRACTOR EQUIPMENT:

The Contractor shall have available the following minimum equipment:

- A GPS or smart phone which can be utilized to create or find GPS waypoints and treatment polygons.
- Backpack sprayer(s)
- 4-Wheel Drive Vehicle
- ATV/UTV with vehicle-mounted sprayer

The Bidder shall submit a listing and photographs of all owned or rented equipment and vehicles intended to be used under the contract resulting from this solicitation.

G. SUBCONTRACTOR LISTING:

The Bidder must provide a list of all Subcontractors who will perform the work on this Project and what aspects, portions, and/or areas of the Project work each Subcontractor will be performing.

H. SUBCONTRACTOR PERSONNEL QUALIFICATIONS:

The Field Supervisor must have a minimum of three years' experience, performing the same or similar services. The Field Supervisor holder must have been employed by the Bidder a minimum of one year prior to bid submission.

I. SUBCONTRACTOR RESUMES:

For each Subcontractor listed, the Bidder must provide resumes of the Subcontractor's License Holders and Field Supervisors that will perform Project work listing their qualifications, experience, education, and training. The resumes provided must show that the individual meets the appropriate position requirements above and other requirements as appropriate or required for their trade, as applicable.

J. SUBCONTRACTOR REFERENCES:

References must be provided on the Reference Form provided in this attachment.

For each Subcontractor listed, the Bidder must provide a minimum of three references who can verify the Subcontractor's qualifications and past performance record on projects.

References must be individuals that can be readily contacted and have first-hand knowledge of the Subcontractor's performance on the specific project. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

The remainder of this page has been intentionally left blank.

**REFERENCE FORM
BIDDER
(Use one page per reference.)**

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

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Similar in size and scope to this Project.
- Minimum of 2 references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Bidder's License Holder Name: _____

Bidder's Field Supervisor Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Project Completion: _____

Description of Work Performed: _____

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

**REFERENCE FORM
SUBCONTRACTORS
(Use one page per reference.)**

For each Subcontractor listed, the Bidder must provide a minimum of three references who can verify the Subcontractor's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Similar in size and scope to the Subcontractor's respective portion of the Project work.
- Minimum of 2 references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Key Work Category Subcontractor Name:

Subcontractor's Name: _____

Part 3: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 4: Project Details performed Key Work Category Subcontractor:

Project Name: _____

Project Location: _____

Subcontractor's License Holder Name: _____

Subcontractor's Field Supervisor Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Project Completion: _____

Description of Work Performed: _____

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

**ATTACHMENT 3
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 24-4467**

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
PUBLIC ENTITY CRIMES STATEMENT
FOR
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 24-4467**

**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 287.133(1)(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(1)(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(1)(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 _____, 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 _____ Commission No: _____

My Notary Commission Seal:

ATTACHMENT 5
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 24-4467

The 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.

Company:

By:

Signature of Authorized Representative Date

Sample Forms Referenced in this RFB

**ATTACHMENT 6
SAMPLE AGREEMENT
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA
BID NUMBER RFB 24-4467**

AGREEMENT NO. 24CN0004467

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and _____, a private corporation, whose address is _____, hereinafter referred to as the "Contractor."

WITNESSETH:

Whereas, the District desires to engage the Contractor to perform all work required for the Brooker Creek Buffer Preserve FDOT Mitigation Site - Invasive Plant Control Services located in Hillsborough County, Florida, hereinafter referred to as the "Project"; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the District; and

Whereas, the District and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the District 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:
Jacqueline Bilello
Southwest Florida Water Management District
78 Sarasota Center Boulevard
Sarasota Florida 34240
(352) 279-2528
jacqueline.bilello@watermatters.org

Project Manager for the Contractor:
Name
Company Name
Address
City, State, Zip Code
Phone
Email Address

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

2.1 The District's Project Manager is hereby authorized to approve requests to extend a Project task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the District's Signature Authority provides otherwise. The District's Project Manager is not authorized to approve any time extension which will exceed the expiration date as provided in the Effective Date/Term Paragraph.

3. EFFECTIVE DATE, TERM.

The Agreement will be effective upon execution by both parties and shall remain in effect through June 30, 2025, with the option for four additional one-year renewals periods commencing July 1st of each subsequent year, upon the mutual written agreement of both parties. Services for the first year will commence upon written Notice to Proceed by the District.

4. COMPENSATION.

Payment shall be authorized to the Contractor on a Unit Price basis, in accordance with the Bid Response Form or as otherwise stated herein. 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 obligations pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement.
- 4.2 The Contractor may invoice on a quarterly basis, only billing for the bid line items completed in the preceding quarter and in accordance with the vegetation management treatment schedule and the Bid Response Form.
- 4.3 All invoices must include the following information: (1) The Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) The Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) The Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion; (8) Monthly Progress Report Form; (9) All required NPDES Report Forms. 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.
- 4.4 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 10 business days after the date the corrected invoice is received by the District.
- 4.5 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than 10 days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division

Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.

4.6 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.

4.7 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 Brooker Creek Buffer Preserve FDOT Mitigation Site - Invasive Plant Control Services located in Hillsborough County, Florida Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 24CN0004467), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

4.8 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, Architect's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the District's Project Manager.

5. 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 24-4467 (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.4 herein, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation. A Change Order must be initiated by the Contractor through a Change Proposal, in substantially the form set forth in Exhibit "D", submitted to the District's Project Manager that will provide a cost

estimate and performance schedule for completing the proposed change work together with such additional information as the District's Project Manager or Project Engineer may reasonably request.

- 5.1 The District and the Contractor hereby recognize the Subcontractors to be utilized by the Contractor in the execution of this Project work: _____, _____, and _____. Any change of Subcontractors requires prior written approval from the District. Any addition of a Subcontractor requires prior written approval from the District. All Subcontractors must comply with all applicable provisions of this Agreement including but not limited to the following before performing any work on this Project: Licensing, Insurance Requirements, Business Registration in the State of Florida, and E-Verify.
- 5.2 The District recognizes the expertise of the Project team members of the Contractor and the Subcontractors. Both parties further agree that any change to the Contractor's and/or the Subcontractor's Project team (including Field Supervisor) requires prior written approval from the District.
- 5.3 No acceptance or approval by the District of any Subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective work or shall create any District liability for the acts or omissions of these individuals or entities.
- 5.4 The District's Project Manager is authorized to issue a Change Order in substantially the form attached as Exhibit "D" for additional work on an as needed basis for ancillary Project services within any available contingency. Prior to issuing a Change Order under this provision the District Project Manager must document the reason for the Change Order and obtain written approval from all appropriate District staff in accordance with the District's Signature Authority. The Contractor will initiate a Change Order by submitting a Change Proposal to the District's Project Manager that will provide a cost estimate and performance schedule for completing the proposed contingency work together with such additional information as the District's Project Manager or Project Engineer may reasonably request. The District's Project Manager will issue a Change Order incorporating those portions of the Change Proposal acceptable to the parties. Change Order work will commence as set forth in the notice to proceed with Change Order work issued by the District's Project Manager. The parties agree that payment for any such ancillary Project services is budgeted as contingency and is not to exceed the contingency amount set forth in this Agreement.
- 5.5 The District's Project Manager is authorized to issue Field Directive/Administrative Approvals, in substantially the form attached as Exhibit "D" for:
 - (i) Minor changes in the work that do not extend the Substantial or Final Completion dates, do not increase cost, and are not inconsistent with the purpose of the work.
 - (ii) Extensions to a Project task deadline, provided it does not result in any extension in the Substantial Completion, Final Completion, or additional cost.
 - (iii) Authorization of expenditure of specific purpose allowances identified in the bid form.
 - (iv) A change in a Subcontractor or Project team member as required by

Subparagraphs 3.1 and 3.2 of the Agreement.

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 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 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), Florida Statutes, 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, Florida Statutes To the extent required by Section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

- 6.3 Notwithstanding anything in this Agreement to the contrary, if, as part of its performance of this Agreement, the Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to Section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of Chapter 119, Florida Statutes and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through the Contractor, the “Exempt and Confidential Documents”), then the Contractor agrees to:
- 6.3.1 maintain the exempt and/or confidential status of said Exempt and Confidential Documents for so long as they are in the Contractor’s possession; and
 - 6.3.2 only disclose that portion of the Exempt and Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
 - 6.3.3 return to the District as part of the Contractor’s final payment invoice (request for final payment), all Exempt and Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) and certify in writing that all such Exempt and Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) have either been so returned or destroyed. The presence of such returned documents and the Contractor’s written certification shall be an additional express condition precedent to the Contractor’s final payment invoice being considered a proper payment request or invoice; and

6.3.4 include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations) in every subcontract of any tier arising out of or related to this Agreement.

6.4 This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse the 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, caused or incurred, in whole or in part, as a result of any act or omission by the Contractor, its agents, employees, Subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

10. INSURANCE REQUIREMENTS.

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

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

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

10.2 The District and its employees, agents, and officers must be named as additional insured on all liability policies to the extent of the District's interests arising from this Agreement.

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

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

10.4 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. If applicable. If the 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, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage. 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 Professional Liability coverage of not less than:
\$1,000,000 each claim/\$2,000,000 aggregate.

10.6 Pollution Liability coverage of not less than:
\$1,000,000 each claim/\$2,000,000 aggregate.

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

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

11. TERMINATION WITHOUT CAUSE.

Upon seven days written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy of the 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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, and any Subcontractor, 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 new employees of the Contractor or the Subcontractor, (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 the Subcontractor affidavits as required by section 448.095(5)(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 receipt of proof that the Contractor is an E-Verify system participant 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: www.dhs.gov/E-Verify.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. THIRD PARTY BENEFICIARIES.

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

24. 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, the Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs.

25. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or

local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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

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, and then to the Contractor's response to the RFB.

Exhibit "A" Special Project Terms and Conditions
District's Request for Bids 24-4467
Contractor's Response to Request for Bids 24-4467

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
BROOKER CREEK BUFFER PRESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
HILLSBOROUGH COUNTY, FLORIDA

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. All persons entering the Project area on behalf of the Contractor will adhere to posted speed limits and traffic patterns.
3. Foul/offensive language will not be permitted; harassment of any type will not be permitted.
4. 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. Roadways, walkways, and work areas must remain clean and unobstructed at all times.
 - 4.1 All construction employees must be suitably dressed for protection against injury.
5. 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.
6. In the case of termination of the Agreement before Project completion, for any cause whatever, the Contractor notified to do so by the District, will promptly remove any part or all of his equipment and supplies from the project site. If the Contractor fails to do so, the District will have the right to remove such equipment and supplies at the expense of the Contractor.
7. 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 the Contractor is for the acts and omissions, or persons directly employed by Contractor. Prior to commencing work, the Contractor will provide the District with a photocopy of all required licenses and photocopies of licenses for all of its Subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any Subcontractors and the District.
8. If the Contractor is delayed at any time, in the progress of the work by an act of neglect of the District, its employees, agents or consultants, or by changes ordered by the District or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the

Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this paragraph.

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