



## **COVER SHEET**

### **REQUEST FOR BIDS #25-4732 FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

**SUBMIT RESPONSES TO:  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ELECTRONICALLY THROUGH [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM).**

**DIRECT INQUIRES TO: Ari Horowitz, Procurement Specialist  
TELEPHONE: (352) 505-2970  
Email: [procurement@watermatters.org](mailto:procurement@watermatters.org)  
Posted: Friday, March 21, 2025**

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 Flint and Peace Creek Debris Removal FY25 – RFB 25-4732. 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 Flint Creek and Peace Creek Canal project sites.

#### **NON-MANDATORY PRE-BID CONFERENCE AND SITE VISITS**

##### **Wednesday, April 2, 2025**

10:00 a.m. Local Time

Peace Creek Canal Site Visit

North side of the intersection of Old Bartow Eagle Lake Road  
and Crossover Road in Bartow, Florida 33830.

Latitude: 27°56'5.11"N Longitude: 81°48'52.58"W

##### **Wednesday, April 2, 2025**

2:00 p.m. Local Time

Flint Creek Site Visit

Flint Creek Structure

12307 Kelso Road

Thonotosassa, Florida 33592

All interested parties are recommended to be represented at the Non-Mandatory Pre-Bid Conference and the Non-Mandatory Site Visits. The purpose of the conference is to allow potential bidders 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 important to understanding the RFB requirements, representation at the pre-bid conference and the site visit is recommended to attend as a bidder. Minutes of the conference and site visit will not be created. The site visits will immediately follow the pre-bid conference beginning at the same location.

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All reference documents (Maps, Technical Specifications, Drawings, etc.) are available for review and download in PDF format at <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com) if not exempt per chapter 119, Florida Statutes.

**THE DISTRICT ONLY RECEIVES RESPONSES THROUGH DEMANDSTAR  
AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM).**

**ALL QUESTIONS MUST BE SUBMITTED TO [PROCUREMENT@WATERMATTERS.ORG](mailto:PROCUREMENT@WATERMATTERS.ORG) IN  
WRITING FOR RECEIPT BY APRIL 4, 2025, AT 5:00 P.M. LOCAL TIME.**

**BID DUE DATE AND OPENING: APRIL 15, 2025, AT 2:00 P.M. LOCAL TIME.**

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

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REFERENCE DOCUMENTS – Available for download from the District and DemandStar websites or if exempt per chapter 119, Florida Statutes, as stated in the Internet Availability and the Exempt and Confidential Documents sections of this RFB:

- Figure 1 – Debris Removal Detail
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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](http://www.demandstar.com).

### **1.2 EXEMPT AND CONFIDENTIAL DOCUMENTS.**

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

### **1.3 DEVELOPMENT COST.**

Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this RFB. All submissions should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of this RFB.

### **1.4 AMERICANS WITH DISABILITIES ACT (ADA).**

The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act, should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email to [ADACoordinator@WaterMatters.org](mailto: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](http://WaterMatters.org/ADA).

### **1.5 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.

## 1.6 **QUESTIONS.**

All questions should be presented in writing to the Procurement Services Office at [procurement@watermatters.org](mailto:procurement@watermatters.org) for receipt no later than the date and time listed on the cover sheet. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in the Internet Availability section for the District's responses to the questions presented.

## 1.7 **BID RECEIPT AND OPENING.**

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is bidder's responsibility to assure its response is uploaded to the DemandStar website before due date and 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](http://www.demandstar.com). Instructions on how to submit documents are included with this RFB. 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](http://WWW.DEMANDSTAR.COM) IS EXPERIENCING TECHNICAL DIFFICULTIES. Bidders are responsible for all costs associated with the preparation of their bids.

The District may make an award within 180 days after the date of the opening, during which period the bids shall remain firm and shall not be withdrawn. If award is not made within 180 days, the bids shall remain firm until either the District awards the contract or the District receives written notice from a bidder that its bid is withdrawn.

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 at the date and time listed on the cover sheet of this RFB. Persons may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:  
**Join Microsoft Teams meeting on your computer or mobile app via**  
<https://bit.ly/4bMBID0>  
Or call in (audio only)  
+1 786-749-6127,,394843905# United States, Miami  
Phone conference ID: 394 843 905#

## 1.8 **DELAYS, CHANGES, AND ADDENDA.**

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Internet Availability section. Persons/firms receiving the RFB from the District's internet website are responsible to recheck the websites for any changes or addenda related to this RFB. Bidders will acknowledge receipt of all addenda in their responses.

#### 1.9 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening, reject all bids, or cancel the Award or Intent to Award and will give notice of cancellation by posting a notice on the websites identified in the Internet Availability section. 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.

#### 1.10 **BID WITHDRAWAL.**

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

#### 1.11 **BID SIGNATURE AND FORM.**

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

#### 1.12 **CONTRACT BID AMOUNT.**

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Bid Response Form will include fixed price, unit price, and/or allowance price pay items for the project work. 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.

#### 1.13 **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.

#### 1.14 **RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the bidder must possess the license(s) as listed on the Bidder Qualification Requirements Attachment 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. Key Work Category Subcontractors, if applicable, must possess the license(s) as listed on the Bidder Qualification Requirements Attachment, and be properly licensed 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 RFB 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.

#### **1.15 REFERENCES.**

The bidder must provide references who can verify bidder's qualifications and past performance record as described in the Bidder Qualification Requirements Attachment.

#### **1.16 LISTING OF SUBCONTRACTORS.**

All subcontractors of bidder shall perform as independent contractors of bidder and not as employees, representatives, or agents of the District.

#### **1.17 BID TABULATION AND NOTICE OF INTENDED DECISION.**

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

The District will award the contract in accordance with the Basis for Award of Contract section. A Notice of Intent to Award will be posted for review on the websites identified in the Internet Availability section.

#### **1.18 PROTESTS.**

Any bidder who protests the specifications or decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with chapter 28-110, Florida Administrative Code, and applicable provisions in section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under chapter 120, Florida Statutes.

#### **1.19 EXECUTION OF CONTRACT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the Sample Agreement included in this RFB. 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 resulting Agreement, bidder must submit its request under the procedure set forth in Questions section. The successful bidder must submit a Certificate of Insurance, Progress Schedule, and Schedule of Values to the District within ten days from the posting of the Notice of Intent to Award. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the contract. The successful bidder must submit a Payment and Performance Bond within ten days from the issuance of the Notice of Intent to Award by the District. The Contractor will mobilize and commence project work within ten business days from the date indicated on the Notice to Proceed.

from the District.

## 1.20 **LAW COMPLIANCE.**

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the 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. The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project, and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work described herein.

## **PART II - GENERAL CONDITIONS**

### 2.1 **DEFINITIONS.**

- 2.1.1 **Affidavit:** A written statement in which the signer or affiant verifies that the document is true.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor.  
(A Sample Agreement is attached to this RFB)
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder:** An entity that submits a bid for the Project described in this RFB.
- 2.1.5 **Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 **Contract Documents:** The documents integral to the Agreement resulting from this RFB, including the Agreement, RFB and other documents as identified in the Sample Agreement included in this RFB.
- 2.1.7 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing.
- 2.1.9 **Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans, if applicable.
- 2.1.10 **Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.

- 2.1.11 **Notice of Intent to Award**: The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.12 **Notice To Proceed**: The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 2.1.13 **Notice To Procure**: The official letter notifying the Contractor that the contract has been executed and to proceed with the procurement of materials specified in the Notice to Procure.
- 2.1.14 **Owner Direct Purchases**: Any materials purchased by the District pursuant to the Sample Agreement, Owner Direct Purchase Conditions, included in this RFB.
- 2.1.15 **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.
- 2.1.16 **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.
- 2.1.17 **Principal**: When used in connection with the Bid Bond and the Payment and Performance Bond, "Principal" means the same as "Contractor."
- 2.1.18 **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.
- 2.1.19 **Scope of Work**: The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.20 **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.
- 2.1.21 **Substantial Completion**: Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the Engineer, as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the Engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.22 **Surety**: The corporation or individual, bound by the Bid Bond, and Payment and Performance Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.

2.1.23 **Technical Specifications**: The written documentation describing the scope of work, any materials that are to be used, the methods of installation, and the quality of workmanship under this RFB.

2.1.24 **Work**: Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **TERM.**

Refer to the Effective Date, Term paragraph of the Sample Agreement included in this RFB.

2.3 **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.

2.4 **RETAINAGE.**

Retainage is not applicable to this solicitation.

2.5 **OWNER DIRECT PURCHASES.**

Owner direct purchases are not applicable to this solicitation.

2.6 **FUEL COST ADJUSTMENT.**

A fuel cost adjustment is not applicable to this solicitation.

2.7 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**

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

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

2.8 **PUBLIC RECORDS LAW.**

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

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

**2.9 PUBLIC ENTITY CRIMES.**

Pursuant to sections 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 submitting a response to this RFB, the bidder certifies that it is not on the convicted vendor list. The bidder further agrees to notify the District if placement on this list occurs.

**2.10 PURCHASES BY OTHER PUBLIC AGENCIES.**

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

**2.11 DISCRIMINATION.**

Discrimination provision is not applicable to this solicitation.

**2.12 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.

**2.13 FEDERAL FUNDING REQUIREMENTS.**

See Attachment 12 – Sample Agreement for Peace Creek Canal Debris Removal Services, Exhibit “B”, Special Conditions for U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS).

**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. By submitting a bid, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement.

**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 bidder, prior to entering into a contract with the District, certifies: (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 bidder or subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the bidder was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(5)(b), Florida Statutes. Upon good faith belief that the bidder or its subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The bidder shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the bidder 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: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

## **2.17 NO COERCION FOR LABOR OR SERVICES.**

In accordance with section 787.06, Florida Statutes, a nongovernmental entity, prior to entering into, renewing or extending a contract (including a purchase order) with the District, must provide the District with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. The affidavit form is attached.

## **2.18 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

Contracting with Entities of Foreign Countries of Concern is not applicable to this solicitation.

## **2.19 PUBLIC WORKS PROJECTS; UNITED STATES-PRODUCED IRON AND STEEL PRODUCTS.**

Public Works Projects; United States-Produced Iron and Steel Products is not applicable to this solicitation.

## **2.20 LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

## **2.21 INDEMNIFICATION.**

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

## 2.22 **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 the Sample Agreement included in this RFB. 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.

## 2.23 **BONDING.**

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

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

2.23.1.2 After the bids have been compared, the District may, at its discretion, return the bid bonds accompanying such bids as in its judgment would not likely be considered in making the contract award. All other bid bonds will be held until the contract and performance bond have been executed.

## 2.24 **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.

## 2.25 **TRENCH SAFETY ACT.**

Trench Safety Act is not applicable to this solicitation.

## 2.26 **VALUE ENGINEERING.**

Value Engineering is not applicable to this solicitation.

## 2.27 **DRAWINGS AND SPECIFICATIONS.**

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

2.27.1 The Contractor will keep one set of drawings and specifications on site and will maintain this set on site at all times. As construction progresses, the Contractor will note all deviations from the drawings and specifications on this set. Such deviations will be approved by the District and will include all changes in materials and equipment. The District will periodically check these drawings for completeness and accuracy and at the

completion of the work these drawings will be used by the District as a guide in the preparation of permanent Record Drawings.

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

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

## **2.28 FAILURE TO COMPLETE THE WORK ON TIME.**

The Contractor shall coordinate and work cooperatively with the District's consultants. 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.

2.28.1 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.

2.28.2 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.

## **2.29 LIQUIDATED DAMAGES.**

Liquidated Damages are not applicable to this solicitation unless stated as such in the Specific Conditions for U.S. Department of Agriculture (USDA) - Natural Resources Conservation Service (NRCS) or the Federal Emergency Management Agency (FEMA) Federal Contract Terms Exhibits of the Sample Agreement.

## **2.30 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 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.

#### **2.31 MATERIALS, APPLIANCES, AND 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.

#### **2.32 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.

#### **2.33 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.

**2.34 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.

**2.35 GUARANTEE.**

Guarantee is not applicable to this solicitation.

**2.36 ESTIMATED QUANTITIES.**

Unless otherwise specified, the quantities stipulated in the bid for various items are estimates only and subject to increase or decrease in order to make them conform to the program or work selected and actual project work performed.

**2.37 PERMITS AND REGULATIONS.**

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

Permits and licenses of a temporary nature, such as burn authorizations from the Florida Forest Service, necessary for the completion of the Services, shall be secured and paid for by the Contractor. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

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

**2.38 PROTECTION OF WORK AND PROPERTY.**

The Contractor will at all times protect its work from damage and will protect the District's property against damage, injury or loss arising in connection with the performance of the Project. The Contractor will correct 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.

2.38.1 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 the Contractor's failure to provide such protection will be promptly repaired or restored at the sole expense of the Contractor.

## **2.39 SITE ACCESS.**

The District provided laydown site is on District property. The Contractor will be provided a key to gate locks as required. Parking, laydown, or other Project activities will not be permitted outside the fenced in District provided laydown site area. Laydown activities outside the fenced in Project site area require approval from the District. The Contractor shall notify the District within five business days of intended laydown use. The Contractor is responsible for securing equipment and materials in the laydown areas.

License Agreements for right of way/site access to the creeks and for some Project debris storage and disposal may be obtained by the District at various points on private property. The Contractor is responsible for following all requirements of these access agreements.

The District will attempt to obtain License Agreements (rights of entry/site access) from affected property owners to facilitate completion of the Project. For areas where license agreements have been obtained, the District will furnish information describing the type and location of activities that have been authorized by the property owner. To complete the Project, the Contractor may need additional License Agreements from private property owners. The Contractor shall notify the District when additional License Agreements are needed. The District will attempt to obtain the Additional Agreements from the property owner. The Contractor may help facilitate obtaining additional License Agreements with private land owners for site access. License agreements for site access will only be executed by the District.

The Contractor shall only perform work in those areas where a License Agreement as described in the paragraph above has been obtained. In addition, the Contractor shall only perform those activities expressly authorized in the License Agreement or Amendment unless a written Project Activity Agreement is obtained the Contractor.

Project Activity Agreements for laydown or other Project activities may be obtained by the Contractor. Project Activity Agreements must be in writing and obtaining Project Activity Agreements are solely the responsibility of the Contractor. The District shall not be a party to any Project Activity Agreements nor shall the District be bound by any terms and conditions contained therein.

## **2.40 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.

2.40.1 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.

#### 2.41 **TESTS.**

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

#### 2.42 **CONTRACTOR SUPERVISION.**

The Contractor will keep competent supervision on-site during its progress as listed in the Bidder Qualification Requirements attachment. Upon the District's request, the Contractor must provide a list of all proposed Contractor employees fulfilling a supervisory position. Any personnel changes in a supervisory position will require the prior written consent of the District. The superintendent or project manager will represent the Contractor. The superintendent or project manager will give efficient supervision to the work using best skill and attention.

#### 2.43 **HOURS OF WORK.**

The Contractor may access the Project site and perform work (including but not limited to gathering, loading, hauling, and disposal activities) between sunrise to sunset, seven days per week provided work hours comply with local ordinances of the County in which the work is being performed in the State of 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. The District's working hours, including travel time to/from the District's Brooksville Office, will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than said District working hours will be considered overtime work for the District. As such any inspection services required of the District or its 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 applicable to the authorized representative.

#### 2.44 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST NOTICE OF AWARD).**

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

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

The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in

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

**2.45 JESSICA LUNSFORD ACT.**

The Jessica Lunsford Act is not applicable to this solicitation.

**2.46 POTENTIAL FERAL HOG DAMAGE.**

Potential Feral Hog Damage is not applicable to this solicitation.

**PART III – SCOPE AND SPECIFICATIONS**

The District is soliciting bids from qualified bidders to furnish and deliver, if and when ordered, all required work necessary for debris removal from the Flint Creek and Peace Creek Canal as more particularly shown in the Reference Documents.

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

**3.1 PROJECT DESCRIPTION.**

The District wishes to remove debris from Flint Creek located in Hillsborough County (Refer to Figure 2 - Flint Creek Debris Locations Map) and Peace Creek Canal located in Polk County, Florida (Refer to Figure 4 - Peace Creek Canal Debris Locations Map). The Services include but are not limited to debris removal, reduction, and disposal; obtaining all necessary permits; obtaining property owner authorizations and license agreements as needed to perform the work; and restoration of staging and access areas. The successful Bidder, hereinafter "Contractor", shall be prepared to remove the following types of debris while working in any of the three general site scenarios described below. The Contractor shall furnish all labor, equipment, and materials required to perform the work in the following categories/areas:

**3.1.1 The three general groups of debris to be removed are:**

- a. Vegetative debris;
- b. Construction and demolition debris; and
- c. Recyclable material (metal and white goods).

Note: The removal of boats, vessels, or other watercraft is not allowed under this project.

**3.1.2 The three general scenarios for debris removal are:**

- a. Land based;
- b. Water based, three feet or less of water depth; and
- c. Water based, greater than three feet of water depth.

Debris removal shall be conducted in an environmentally sensitive manner and in compliance with all applicable federal, state and local rules and regulations. At a minimum, and as applicable, this shall involve coordination with the Environmental Resource Permitting staff of the Florida Department of Environmental Protection (FDEP) or the District.

### 3.2 **GENERAL REQUIREMENTS.**

Refer to Reference Documents for General Requirements.

- 3.2.1 The Contractor shall provide all necessary labor, equipment, and materials to complete the Project as described within the Contract Documents.
- 3.2.2 The Contractor shall be responsible for inspecting and accepting the existing conditions of the work site before bidding.
- 3.2.3 All disturbed areas of the berm roads, vehicle parking areas, laydown areas, sanitary facility areas, storage areas, equipment parking areas, etc., shall be restored to pre-Project condition and vegetated state as directed by the District Project Manager at the conclusion of the Project. All site and vegetation restoration plans must be approved in writing by the District Project Manager before implementation.
- 3.2.4 The total cost of any water bypass pumping required shall be included in the cost provided in the Bid Response Form.
- 3.2.5 The Contractor shall have a copy of all permits at the Project work site and shall perform all work in accordance with the requirements of the permits, including those obtained by the District.
- 3.2.6 The Contractor is responsible for protecting existing trees and vegetation on or adjacent to the Project work site, materials and equipment storage areas, and access roads. All trees are to be on the work site and access corridors are to be protected from damage to the maximum extent practicable. The Contractor shall install tree barricades in areas as directed by the District Project Manager.
- 3.2.7 The Contractor is responsible for disposing of any construction debris or other materials, including discarded material, from the Project site and to dispose of these materials offsite in compliance with all laws.

### 3.3 **SCOPE.**

- 3.3.1 The Contractor shall remove hazards to public health, welfare, and safety directly affecting designated waterways.
- 3.3.2 The Contractor shall perform a minimum of 30 percent of the Project services using the Contractor's employees.
- 3.3.3 It is the sole responsibility of the Contractor to ensure subcontractor(s), if utilized, meet or exceed the requirements of the Agreement.
- 3.3.4 The Contractor shall be responsible for daily onsite project management of its and any subcontractor crews. The Services shall be accomplished in accordance with the applicable specifications and performance schedule. Daily progress reports, with work site pictures and Global Positioning System (GPS) waypoints, shall be submitted (emailed) to

the District weekly. The Contractor shall make weekly reports to the District to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, and debris removal was completed. The reports must also include the types and volumes of debris transported, reduced, and disposed of. The Contractor shall also provide other operational and complaint-tracking reports as requested by the District.

3.3.5 The Contractor shall not interfere with disaster recovery activities of federal, state, local governments or public utilities.

3.3.6 Under the general oversight of the District, the Contractor shall supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The Contractor shall employ and maintain a qualified and accessible supervisor(s) on the work site and provide the District with a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the District's Authorized Representative shall be as binding as if given to the Contractor.

3.3.7 The Contractor shall perform, but are not limited to, the following Services:

3.3.7.1 Clearing of Water-Based Debris shall consist of:

3.3.7.1.1 Clearing debris in the designated waterways (channels, canals, streams, etc.). This includes the removal and disposal of trees, logs, stumps, brush, blockages, rubbish, and debris deposited in and adjacent to the waterway up to a maximum of eight feet beyond the top of the bank down to and including items in the water and other items as may be designated by the District. All building materials, construction and demolition debris, manufactured items, and other loose foreign debris lying completely or partially within the limits of designated areas must be removed. All obstructions to navigation and/or flow shall be removed by methods including, but not limited to sawing, cabling, winching, lifting, or dragging.

3.3.7.1.2 Removal of all trees, branches, or other hazards, that are leaning into and obstructing the waterway or areas above the waterway. This includes the removal of trees at an angle equal to or greater than 45 degrees measuring from the vertical, low overhanging branches with a diameter equal to or less than six inches, and any trees or branches within eight feet of the surface of the waterway.

The following guidelines shall be used to determine which trees and brush to remove:

3.3.7.1.2.1 All downed trees, brush, limbs, vines, and other washed-in woody vegetative materials lying completely or partially within the stream banks shall be removed.

3.3.7.1.2.2 Undermined or damaged trees within or outside the banks that are still standing but likely to fall into the stream shall be removed.

- 3.3.7.1.2.3 Naturally leaning trees with apparently undamaged root systems and other natural, undamaged vegetation shall remain in their natural condition and not be removed.
- 3.3.7.1.2.4 Trees designated for removal shall be cut off close to the ground surface as conventional cutting tools or field conditions allow, with a maximum of six inches above the ground surface.
- 3.3.7.1.2.5 Removal of standing trees outside of stream banks is limited to cutting severely damaged trees leaning across the channel and other trees as needed to gain access to equipment to points of channel blockage.
- 3.3.7.1.2.6 This Project does not include the removal of stumps, root systems, or material “attached” to the bottom of the flow way.

3.3.7.2 Clearing of Land-Based Debris shall consist of:

Clearing debris in the designated land-based areas as deemed appropriate by the District. This includes the removal and disposal of trees, logs, stumps, brushes, blockages, rubbish, and debris. In addition, all foreign debris such as building materials and manufactured items (e.g., stoves, refrigerators, washing machines, other household goods, cars, tin, foam, construction and demolition debris, etc.) must also be removed. Depending upon authorization by a landowner license agreement, vegetative debris may be cut and placed, chipped, burned, or placed in a landfill as described below.

3.3.7.3 Disposal of Debris shall consist of:

- 3.3.7.3.1 All foreign debris such as building materials and manufactured items (e.g., stoves, refrigerators, washing machines, other household goods, cars, tin, foam, construction and demolition debris, etc.) found within the limits of the debris cleanup area must be hauled to off-site disposal area(s) or alternative sites that are obtained by the Contractor and approved by the District. Unless otherwise specifically approved by the receiving landfill, all debris must be separated by construction and demolition, white goods, and tires before placement in the landfill.
- 3.3.7.3.2 The Contractor shall be responsible for the proper disposal of all vegetative debris collected or generated at the work site. Depositing the debris on nearby property away from the channel (cut and place) can only be performed in areas that will be designated by the District. At a minimum, any debris that is deposited on nearby properties must be cut in a fashion that will inhibit it from rolling back into the waterway or obstructing water from entering the waterway. For example, tree limbs and stumps should be cut so tree debris lies flat against the ground no higher than three feet and breaks in debris will be provided to allow water to enter the waterway.



- 3.3.7.3.3 The Contractor may utilize equipment in a chipping operation in areas designated by the District provided there is no dispersion of material in the surrounding creeks or wetland areas, nor placement of material in depths greater than three inches within the work area. Any placement of chipped material must be such that it will remain in a stable condition.
- 3.3.7.3.4 Burning of debris may be allowed after the Contractor receives all applicable local and state permits and approvals. This includes an executed license agreement between the Contractor and the affected property owners.
- 3.3.7.3.5 For waterways with an extensive floodplain, the Contractor may be allowed to dispose of vegetative debris by depositing it away from the flow way within the floodplain. The District will identify areas where this approach is acceptable. The vegetative debris shall be placed in such a manner to inhibit movement of the materials back into the flow way by subsequent high water flows.
- 3.3.7.3.6 Fees for disposal, such as weighing and landfill fees, will be reimbursed by the District at the Contractor's cost.

### 3.3.8 Equipment

- 3.3.8.1 All trucks, boats, barges and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. The Contractor's response to this RFB must include a list of the equipment that will be made available for the Project. Please refer to Attachment 3 for the Equipment List Form.
- 3.3.8.2 The type of equipment used must be appropriate for the conditions. The District will obtain appropriate authorizations from the Florida Department of Environmental Regulation for the work and the District reserves the right to determine what types of equipment are appropriate for site conditions or as may be necessary to conform to regulatory requirements. The Contractor must contact the District for approval of any equipment not listed in their response to this RFB before utilizing the equipment.
- 3.3.8.3 The Contractor shall own or have existing lease agreements by the issuance of Notice to Proceed for equipment in good working order to accomplish work in all three work conditions described in Section 3.1.1 above.

#### 3.3.8.3.1 Required Equipment:

The Contractor is required to provide for the use of the Project, at a minimum:

- One Woodchipper capable of handling up to 12" diameter logs
- Low Ground Pressure (LGP) track excavators with thumb and/or grapple attachments various sizes
- Dump truck, Minimum 15 CY capacity

- Front end loader CAT 950 or equivalent with grapple rake and bucket attachments
- One of the following:
  - Barge push boat and segmental adjustable width/length low draft barges for equipment work platform and debris hauling in water
  - Flat bottom boat and outboard engine adequate length and width to haul debris

#### 3.3.8.3.2 Recommended Equipment:

- Menzi Muck A61 or larger, 4WD with LGP tires, with grapple and grinder attachments (or equivalent)
- LGP track Bobcat with grapple rake
- Knuckle boom loader, truck mounted
- Equipment transport trucks and trailers
- Side by side LGP ATV or utility vehicles for work crew, equipment, and supplies transport
- Hardwood mats
- Composite mats (10-12' width)
- Small dozer, grader, and roller for any required site restoration
- Underwater cutoff chainsaw
- Small utility trailer for hauling equipment and debris
- Dumpsters
- Chain saws with minimum 20" bar length
- Pole chain saws
- Work crew transport trucks

#### 3.3.9 Contractor Personnel

- 3.3.9.1 Operators must be qualified and appropriately licensed to operate the equipment they are assigned to operate.
- 3.3.9.2 The Contractor must provide the number of crews necessary to complete work in an effective and timely manner to meet the performance schedule of this RFB.
- 3.3.9.3 The Contractor must provide at least one on-site Superintendent for the project and one working foreman for each work crew. Each working foreman must have the ability to communicate orally in English and in the language or languages needed to direct the employees under their supervision. Each Superintendent must be equipped with a cellular phone capable of communication with the telephone system used by the District.

#### 3.3.10 Safety

- 3.3.10.1 The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) requirements to include initial and regularly documented safety meetings.
- 3.3.10.2 The Contractor shall prepare a list of all nearby hospitals and emergency care facilities with mapped locations, addresses, and phone numbers to be kept with all work crews.

3.3.10.3 The Contractor shall maintain and use all required and necessary personal protection equipment to ensure safe operations. Such materials include, but are not limited to: hard hats, hearing protection, flotation devices, chaps, goggles and gloves.

3.3.10.4 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment are the responsibility of the Contractor.

3.3.10.5 Silt screens, turbidity barriers or curtains, and floating markers with anchors, shall always be available for use when work is being performed.

### 3.3.11 Private Property

The District will attempt to obtain License Agreements (rights of entry/site access) from affected property owners to facilitate completion of the Project. For areas where license agreements have been obtained, the District will furnish information describing the type and location of activities that have been authorized by the property owner. To complete the Project, the Contractor may need additional License Agreements from private property owners. The Contractor shall notify the District when additional License Agreements are needed. The District will attempt to obtain the Additional Agreements from the property owner. The Contractor may help facilitate obtaining additional License Agreements with private land owners for site access. License agreements for site access will only be executed by the District.

The Contractor shall only perform work in those areas where a License Agreement as described in the paragraph above has been obtained. In addition, the Contractor shall only perform those activities expressly authorized in the License Agreement or Amendment unless a written Project Activity Agreement is obtained the Contractor.

Project Activity Agreements for laydown or other Project activities may be obtained by the Contractor. Project Activity Agreements must be in writing and obtaining Project Activity Agreements are solely the responsibility of the Contractor. The District shall not be a party to any Project Activity Agreements nor shall the District be bound by any terms and conditions contained therein.

The Contractor will be paid for actual work performed for which a License Agreement was obtained. The Contractor will not be paid for bypassing areas where a License Agreement was not obtained.

### 3.3.12 Restoration

The Contractor shall avoid causing additional impacts to floodplains, wetlands, federally listed threatened and endangered species and their critical habitats, and historic properties. Staging areas and areas disturbed from debris removal activities shall be restored to the satisfaction of the District and property owners.

### 3.3.13 Inspections for Payment

The Contractor shall schedule an inspection with the District when work in an area is completed and ready to be invoiced. If the work passes inspection, the Contractor may invoice the District for payment. If the work fails inspection, the Contractor must rework the area to comply with the requirements for that area. The Contractor shall maintain equipment at the work sites until the District's Authorized Representative approves the work and site restoration to avoid remobilization to the site and reduce potential damage to private properties.

A re-inspection fee will be charged to re-inspect an area. The cost to be deducted from payment otherwise due the Contractor will be the cost to the District at an hourly rate applicable to the authorized representative and applicable expenses. The Contractor will be charged this re-inspection fee for any re-inspections of an area beyond the initial inspection and one re-inspection. The fee will be deducted and retained out of the monies payable to the Contractor, or if not so deducted, the Contractor shall pay the District the re-inspection fee(s) within ten days from receipt of written notice from the District. The Contractor's liability to the District for any environmental contamination of any work site property (to include adversely affected surrounding areas) shall remain in place after all site restoration services have been completed. The Contractor shall be liable and shall remain liable for any required clean-up and necessary remediation of the project sites and adversely affected surrounding areas after the expiration or termination of the agreement with the District.

### 3.3.14 Documentation and Inspections

All debris shall be subject to inspection by the District or any public authority in accordance with generally accepted standards to ensure compliance with the agreement and applicable local, state, and federal laws. The Contractor shall, at all times, provide the District access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work and materials.

### 3.3.15 Priority of Work Areas

The Contractor shall establish the priority of each work area in advance and submit to the District for review. Weekly and possibly daily scheduled conference calls or field meetings with the District's representative will be held to determine approved work areas. The Contractor shall remove all debris from the approved work areas and shall leave the areas from which the debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the judgment of the District.

### 3.3.16 Debris Disposal

The Contractor shall process, recycle, and dispose of all debris, reduced debris, ash residue, and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor in areas authorized by a license agreement and with prior acceptance by the District, except for those materials to be landfilled. The Contractor shall maintain disposition and disposal records and

documentation. Documentation shall be quantified in cubic yards or tons. The Contractor must provide five-part load tickets or approved electronic documentation.

#### 3.3.17 White Goods

For purposes of this RFB, white goods constitute household appliances as defined in subsection 62-701.200(133), Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable federal, state, and local laws.

#### 3.3.18 Certification of Load Carrying Capacity

The Contractor shall submit to the District certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurements performed by the District. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the District. Photo documentation will be required by the District.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the District. The Contractor shall conform to Section 316.520, Florida Statutes, which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized District personnel.

#### 3.3.19 Traffic Control

The Contractor shall fully mitigate the impact of its operations on local traffic practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall conform with all federal, state, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

#### 3.3.20 Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. The value of the material will be defined as the value paid to the Contractor by the entity accepting the material for salvage or recycling.

#### 3.3.21 District Coordination

The Contractor shall provide, within 24 hours, any changes to current/up-to-date field condition information to the District's Project Manager.

### **3.4 POTABLE WATER AND TEMPORARY SANITARY FACILITIES.**

- 3.4.1 The Contractor shall be responsible for providing all potable water for all workers under this Agreement and representatives at the Site.
- 3.4.2 The Contractor shall be responsible for furnishing, installing, and maintaining temporary sanitary facilities for use throughout the work period. The Contractor shall remove sanitary facilities upon completion of work.
- 3.4.3 The Contractor shall provide potable water and temporary sanitary facilities for all workers and representatives at the Project Site.
- 3.4.4 Toilet facilities shall be of the chemical-aerated recirculation or combustion type, properly vented and fully enclosed with a glass- fiber-reinforced polyester shell or similar non-absorbent material.
- 3.4.5 Placement of temporary sanitary facilities shall be limited to the District-owned laydown yard properties and other locations as approved by the District in writing.

### **3.5 PERFORMANCE SCHEDULE.**

It is essential the Contractor can meet this Performance Schedule since failure to do so could jeopardize the District's eligibility to receive grants for future projects. The District reserves the right to award a contract to the next lowest responsive/responsible bidder if it appears the Contractor may not meet the District's deadline. If the second lowest bidder is unavailable to perform the remaining work, the District reserves the right to award a contract to the third lowest responsive/responsible bidder. The Contractor shall be responsible for any increased costs incurred by the District as a result of having to award a contract to another bidder under this Paragraph.

### **3.6 WORK PRODUCT DELIVERABLES.**

- 3.6.1 Any executed Project Activity Agreements for laydown or other Project activities (other than site access) between a Contractor and a property owner.
- 3.6.2 Copies of all permits obtained by the Contractor and daily burn permit numbers.
- 3.6.3 Minutes of all safety meetings.
- 3.6.4 Daily workforce and equipment field logs.
- 3.6.5 Weigh tickets.
- 3.6.6 Disposal fee receipts.
- 3.6.7 Daily progress reports with work site pictures and GPS waypoints.

Note: Items 3.6.4 through 3.6.7 shall be submitted to the District weekly via email.

### 3.7 **MEASUREMENT AND PAYMENT.**

#### 3.7.1 General

- 3.7.1.1 All pay items shall be paid for in accordance with this section.
- 3.7.1.2 Contingency Allowance: The Contractor shall obtain the District's written approval before use of Contingency Allowance .
- 3.7.1.3 The Contractor shall accept compensation provided under the terms of the Agreement as full payment for furnishing all materials and for performing all work contemplated and embraced under the Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstruction encountered during Project work until final acceptance by the District.
- 3.7.1.4 The Contractor shall prepare and submit a Schedule of Values and Progress Schedule to the Engineer for approval. The Schedule of Values and Progress Schedule shall be the primary means of control of the Work and will be the basis for scheduling all work and for determination of progress payments. The Schedule of Values shall subdivide the work into its component parts for each lump sum pay item below in sufficient detail to serve as the basis for estimating the percent complete to support progress payments during construction. An unsupportable or unreasonable allocation of the contract lump sum price to any one of the activity and/or work items shall be justification for the rejection of the Schedule of Values. The total sum of the individual values in the Schedule of Values for each of the activities shall equal the total lump sum contract price minus contingency.
- 3.7.1.5 Any item not indicated in the Bid Response Form but shown on the plans, shall be included as part of the lump sum quantity for Mobilization.

#### 3.7.2 Pay Item Descriptions

##### 3.7.2.1 Mobilization

- 3.7.2.1.1 General: The work specified shall consist of the preparatory work and operations necessary to mobilize and begin work on the project. This shall include, but is not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of temporary offices, buildings, safety equipment and first-aid supplies, sanitary and other facilities required by these Contract documents; compliance with all applicable federal, state and local regulations; preparation and implementation of a stormwater pollution prevention plan; and all project documentation specified by these Contract documents.

The cost of bonds and any other required insurance, consideration for indemnification to the District, and any other pre-work expenses necessary for the start of the work, excluding the cost of materials, shall also be included in this section.

- 3.7.2.1.2 Payment: The work specified shall be paid at the lump sum price for Mobilization and shall be in accordance with the following schedule:

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR MOBILIZATION
5	25
25	50
75	75
100	100

The applicable work specified shall be paid for under the following Pay Item (and/or other similar project specific phasing):

3.7.2.1.2.1 Mobilization

3.7.2.2 Demobilization

- 3.7.2.2.1 General: The work specified shall consist of the removal of equipment, site restoration work, and operations necessary to demobilize and leave the project site. This shall include, but is not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals from the project site; the removal of temporary offices, buildings, safety equipment and first-aid supplies, sanitary and other facilities required by these Contract documents; site restoration work as required to original site condition; compliance with all applicable federal, state and local regulations; removal of any implemented stormwater pollution prevention plan; and all project documentation specified by these Contract documents.

Any other post-work expenses necessary for the demobilization shall also be included in this section.

- 3.7.2.2.2 Payment: The work specified shall be paid for at the lump sum price for Demobilization upon completion of the Demobilization; site restoration work as required; and any other activities pertaining to this section. Verification and approval of completion is required from the District.

The applicable work specified shall be paid for under the following Pay Item (and/or other similar project specific phasing):

3.7.2.2.2.1 Demobilization

3.7.2.3 Erosion Control Measures

- 3.7.2.3.1 General: The work specified shall include furnishing all labor and materials to install, inspect and maintain the erosion control and/or turbidity barriers surrounding project work as shown on the mapbook and typical details, or as required by the Florida Department of Environmental Protection or the Army Corps of Engineers (ACOE) Nationwide Permit.



- 3.7.2.3.2 Payment: The pay quantities for the work specified shall be lump sum. The work specified shall be paid for under the following Pay Items (and/or other similar project specific phasing):

3.7.2.3.2.1 Erosion Control Measures

3.7.2.4 Debris Removal, Disposal, and Site Restoration

- 3.7.2.4.1 General: The work specified consists of furnishing all required labor, equipment, and materials as necessary to remove debris from the Flint Creek and Peace Creek Canal sections throughout the Project limits in accordance with the mapbook and typical details, specifications, RFB, License Agreements, and Agreement requirements. Also, the work includes proper disposal of the materials removed and site restoration of the properties following Contractor's work, staging, and site access.

- 3.7.2.4.2 Payment: The work shall be paid for per linear foot completed on properties where license agreements were obtained from property owners allowing work to the total length of each panel bid item. The linear footage length for each property where debris removal work is completed to the District's satisfaction shall be measured by the length of the canal across the given property determined by District staff from its GIS files. No payment will be made for canal sections where a license agreement is not obtained. The applicable work specified shall be paid for under the following Pay Item:

3.7.2.4.2.1 Flint Creek

- 3.7.2.4.2.1.1 Debris Removal, Disposal & Site Restoration – Panel 1
- 3.7.2.4.2.1.2 Debris Removal, Disposal & Site Restoration – Panel 2
- 3.7.2.4.2.1.3 Debris Removal, Disposal & Site Restoration – Panel 3

3.7.2.4.2.2 Peace Creek

- 3.7.2.4.2.2.1 Debris Removal, Disposal & Site Restoration – Panel 1
- 3.7.2.4.2.2.2 Debris Removal, Disposal & Site Restoration – Panel 2
- 3.7.2.4.2.2.3 Debris Removal, Disposal & Site Restoration – Panel 3
- 3.7.2.4.2.2.4 Debris Removal, Disposal & Site Restoration – Panel 4
- 3.7.2.4.2.2.5 Debris Removal, Disposal & Site Restoration – Panel 4
- 3.7.2.4.2.2.6 Debris Removal, Disposal & Site Restoration – Panel 6
- 3.7.2.4.2.2.7 Debris Removal, Disposal & Site Restoration – Panel 7

- 3.7.2.4.2.2.8 Debris Removal, Disposal & Site Restoration – Panel 8
- 3.7.2.4.2.2.9 Debris Removal, Disposal & Site Restoration – Panel 9
- 3.7.2.4.2.2.10 Debris Removal, Disposal & Site Restoration – Panel 10
- 3.7.2.4.2.2.11 Debris Removal, Disposal & Site Restoration – Panel 11
- 3.7.2.4.2.2.12 Debris Removal, Disposal & Site Restoration – Panel 12
- 3.7.2.4.2.2.13 Debris Removal, Disposal & Site Restoration – Panel 13

### 3.7.2.5 Landfill Disposal Dumping Fee Reimbursement Allowance

- 3.7.2.5.1 General: An allowance is provided for proper disposal of vegetation, whitegoods, tires, metals, and other miscellaneous items recovered from the Peace Creek Canal and Flint Creek during the debris removal work. These materials must be disposed of at a legal landfill in accordance with state and local regulations.
- 3.7.2.5.2 Payment: Landfill dumping fees reimbursement shall be made at the actual cost paid by the Contractor based on landfill payment receipts provided to the District for confirmation of Contractor's cost.

### 3.7.2.6 Contingency Allowance

- 3.7.2.6.1 General: The work specified consists of performing additional work beyond the original contract scope as directed by the District.
- 3.7.2.6.2 Payment: Payment for additional work will be made only for work specifically authorized by the District in writing and will be based on the Unit Pricing in the Agreement. The work specified shall be paid for under the Pay Item:

#### 3.7.2.6.2.1 Contingency Allowance

## **PART IV – BID RESPONSE**

### **4.1 BASIS FOR AWARD OF CONTRACT.**

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

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

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

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

- Attachment 1 - Bid Response Form
- Attachment 2 - Construction Contractor Qualifications Requirements
- Attachment 3 - Equipment List Form
- Attachment 4 - Certification Clean Air Act/Clean Water Act
- Attachment 5 - Bid Bond
- Attachment 6 - Certification Regarding Drug-Free Workplace Requirements

**4.1.4.2 Sample forms referenced in this RFB:**

- Attachment 7 - Sample Agreement

The remainder of this page intentionally left blank.

**ATTACHMENT 1  
BID RESPONSE FORM  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

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](http://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.**

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Bidder Name (Company Name as Contained on Corporate Seal)

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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](mailto:procurement@watermatters.org).

**ATTACHMENT 1 (Continued)**  
**BID RESPONSE FORM**  
**FOR**  
**REQUEST FOR BIDS #25-4732**  
**FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

FLINT CREEK					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
1	Mobilization	1	\$_____	Lump Sum	\$_____
2	Erosion Control Measures	1	\$_____	Lump Sum	\$_____
3	Debris Removal, Disposal & Site Restoration – Panel 1	4554.52 LF	\$_____	Linear Feet	\$_____
4	Debris Removal, Disposal & Site Restoration – Panel 2	5937.54 LF	\$_____	Linear Feet	\$_____
5	Debris Removal, Disposal & Site Restoration – Panel 3	5416.88 LF	\$_____	Linear Feet	\$_____
6	Landfill Disposal Dumping Fee Reimbursement Allowance for Vegetative Debris, Whitegoods, Tires, and other Required Items at Cost	Not Applicable	Not Applicable	Not Applicable	\$10,000.00
8	Demobilization	1	\$_____	Lump Sum	\$_____
9	Contingency	1	Not Applicable	Not Applicable	\$100,000.00
Total for Flint Creek:					\$_____

PEACE CREEK CANAL					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
1	Mobilization	1	\$_____	Lump Sum	\$_____
2	Erosion Control Measures	1	\$_____	Lump Sum	\$_____
3	Debris Removal, Disposal & Site Restoration – Panel 1	17,134 LF	\$_____	Linear Feet	\$_____
4	Debris Removal, Disposal & Site Restoration – Panel 2	14,587 LF	\$_____	Linear Feet	\$_____
5	Debris Removal, Disposal & Site Restoration – Panel 3	18,495 LF	\$_____	Linear Feet	\$_____
6	Debris Removal, Disposal & Site Restoration – Panel 1	10,368 LF	\$_____	Linear Feet	\$_____

PEACE CREEK CANAL					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL PRICE (\$)
7	Debris Removal, Disposal & Site Restoration – Panel 2	26,401 LF	\$_____	Linear Feet	\$_____
8	Debris Removal, Disposal & Site Restoration – Panel 3	0 LF	Not Applicable	Linear Feet	Not Applicable
9	Debris Removal, Disposal & Site Restoration – Panel 4	15,073 LF	\$_____	Linear Feet	\$_____
10	Debris Removal, Disposal & Site Restoration – Panel 5	11,610 LF	\$_____	Linear Feet	\$_____
11	Debris Removal, Disposal & Site Restoration – Panel 6	20,332 LF	\$_____	Linear Feet	\$_____
12	Debris Removal, Disposal & Site Restoration – Panel 7	13,454 LF	\$_____	Linear Feet	\$_____
13	Debris Removal, Disposal & Site Restoration – Panel 8	0 LF	Not Applicable	Linear Feet	Not Applicable
14	Debris Removal, Disposal & Site Restoration – Panel 9	17,242 LF	\$_____	Linear Feet	\$_____
15	Debris Removal, Disposal & Site Restoration – Panel 10	9,322 LF	\$_____	Linear Feet	\$_____
16	Debris Removal, Disposal & Site Restoration – Panel 11 (no significant debris identified)	17,134 LF	\$_____	Linear Feet	\$_____
17	Debris Removal, Disposal & Site Restoration – Panel 12	14,587 LF	\$_____	Linear Feet	\$_____
18	Debris Removal, Disposal & Site Restoration – Panel 13	18,495 LF	\$_____	Linear Feet	\$_____
19	Landfill Disposal Dumping Fee Reimbursement Allowance for Vegetative Debris, Whitegoods, Tires, and other Required Items at Cost	Not Applicable	Not Applicable	Not Applicable	\$20,000.00
20	Demobilization	1	\$_____	Lump Sum	\$_____
21	Contingency	1	Not Applicable	Not Applicable	\$120,000.00
Total for Peace Creek Canal:					\$_____

**TOTAL OF BOTH FLINT CREEK AND PEACE CREEK CANAL:**

**TOTAL BID AMOUNT \$** \_\_\_\_\_

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

\_\_\_\_\_

**ATTACHMENT 2  
BIDDER AND SUBCONTRACTOR REQUIREMENTS  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

**A. LICENSES:**

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

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


**B. BIDDER/CONTRACTOR PERSONNEL QUALIFICATIONS:**

The Project Manager must have a minimum of one year's experience or show adequate experience on a minimum of three projects, similar in scope to this Project, within the past five years. The Project Manager must be English-speaking.

The on-site Superintendent is generally considered as a non-working project manager. The on-site Superintendent must be English-speaking.

**C. BIDDER RESUMES:**

The bidder must provide resumes of its Project Manager and Superintendent listing their qualifications, experience, education, and training. The resumes provided must show that the individual meets the appropriate requirements above.

The remainder of this page intentionally left blank.

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/CONTRACTOR EQUIPMENT:

The Contractor is required to provide for use of the Project, at minimum the equipment listed in subsection 3.3.8.3.1, Required Equipment.

The Bidder shall submit a listing (on Attachment 3, Equipment List Form) of all owned or rented equipment and vehicles intended to be used under the contract resulting from this solicitation including at minimum the equipment listed in subsection 3.3.8.3.1, Required Equipment.

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**BIDDER  
REFERENCE FORM 1**

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 at substantial completion within the last five years.
- Contract value of at least \$500,000.
- Involved debris removal from waterways.
- Similar in scope to this Project.
- A minimum of two 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 Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER  
REFERENCE FORM 2**

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 at substantial completion within the last five years.
- Contract value of at least \$500,000.
- Involved debris removal from waterways.
- Similar in scope to this Project.
- Minimum of two 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 Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER  
REFERENCE FORM 3**

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 at substantial completion within the last five years.
- Contract value of at least \$500,000.
- Involved debris removal from waterways.
- Similar in scope to this Project.
- Minimum of two 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 Site Superintendent: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Date of Final Completion: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 3  
EQUIPMENT LIST FORM  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

The Contractor is required to provide for use of the Project, at minimum the equipment listed in subsection 3.3.8.3.1, Required Equipment.

The Bidder shall submit a listing below of all owned or rented equipment and vehicles intended to be used under the contract resulting from this solicitation including at minimum the equipment listed in subsection 3.3.8.3.1, Required Equipment.

Use more than one sheet if required.

	<b>EQUIPMENT LIST FORM (PROVIDE DESCRIPTION, MAKE, AND MODEL)</b>
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**ATTACHMENT 4  
CERTIFICATION  
CLEAN AIR ACT/CLEAN WATER ACT  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

On behalf of \_\_\_\_\_ (Bidder), I certify that Bidder is not on the EPA *Excluded Parties List System* concerning the Clean Air Act (CAA) or the Clean Water Act (CWA).

I further certify:

- 1) Bidder 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) Bidder will notify the District if the Bidder intends to use a facility in the performance of the contract, grant, or loan that has been recommended to be placed on the *Excluded Parties List System*.
- 3) In the performance of the contract, grant or loan, Bidder 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.

By: \_\_\_\_\_  
Authorized Signatory                      Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 5  
BID BOND  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are bound to the Southwest Florida Water Management District ("District") in a penal sum equal to **five percent** of the total amount, including sales tax together with any contingency, additive, and alternate amounts, bid by Principal in its response ("Submittal") to Flint and Peace Creek Debris Removal FY25, Counties of Hillsborough and Polk, Florida, Bid Number RFB 25-4732, hereinafter the "Solicitation", for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided in this Bid Bond.

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

Principal and Surety sign this Bid Bond on \_\_\_\_\_, 202\_\_.

**PRINCIPAL:**

By: \_\_\_\_\_

Print signer's name: \_\_\_\_\_

Title: \_\_\_\_\_

License no: \_\_\_\_\_

[CORPORATE SEAL]

**SURETY:**

By: \_\_\_\_\_

*As Attorney in Fact  
Attach Power of Attorney (POA)*

Print signer's name: \_\_\_\_\_  
(Name must EXACTLY match name on POA)

License no: \_\_\_\_\_

**Countersignature:**

By: \_\_\_\_\_

(Florida Licensed Insurance Agent)

Print signer's name: \_\_\_\_\_

License no: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Phone no.: \_\_\_\_\_

Bus. Address: \_\_\_\_\_

**ATTACHMENT 6**  
**CERTIFICATION REGARDING FEDERAL DRUG-FREE WORKPLACE REQUIREMENTS**  
**FOR**  
**REQUEST FOR BIDS #25-4732**  
**FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

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 section 1.
4. Notifying the employee in the statement required by section 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.

Business: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory                      Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 7  
SAMPLE AGREEMENT  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25**

AGREEMENT NO. 25CN0004732

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND

\_\_\_\_\_  
FOR  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25

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 \_\_\_\_\_, 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 Flint and Peace Creek Debris Removal FY25 in Counties of Hillsborough and Polk, 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 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. Other documents may also be sent via Email if authorized in writing by the District's Project Manager.



Project Manager for the District:  
Chris McCall  
2379 Broad Street  
Brooksville, Florida 34604  
(352) 269-6211  
[chris.mccall@watermatters.org](mailto:chris.mccall@watermatters.org)

Project Manager for the Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Name]  
[Address]  
[City, State, Zip Code]  
[Phone]  
[Email]

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

3. EFFECTIVE DATE, TERM.

This Agreement will be effective upon execution by both parties.

Project work must be completed within 150 days from the issuance of the Notice to Proceed; subject to extension at the District's discretion in the event of reasonable delays. Demobilization from the Project site shall be no more than 30 calendar days from the completion of Project work.

This Agreement shall remain in effect for 180 days from the issuance of the Notice to Proceed unless amended via formal written amendment.

4. COMPENSATION.

Payment will be made to the Contractor in accordance with the Schedule of Values set forth in Exhibit "E", individual Change Orders issued to the Contractor and the Bid Response Form which may consist of Unit Cost, Lump Sum, and/or Allowance bid line items.

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). However, the total Project cost to the District will not exceed \$\_\_\_\_\_ [Base Bid Amount]. Except as provided below, the District will have no obligation beyond this amount. The District has also budgeted \$\_\_\_\_\_ in contingency funds for ancillary work that may be required, for a total not to exceed amount of \$\_\_\_\_\_.

Payment will be made 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](mailto:invoices@WaterMatters.org), or at the following address:

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

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

Any services commenced by the Contractor that the Contractor intends to charge against contingency and/or allowance amounts without first receiving a fully executed Change Order or Field Directive/Administrative Approval, as applicable, shall be at the Contractor's sole cost. Any

unused allowance and contingency amounts shall remain with the District and be deducted from the Contractor's total compensation.

- 4.1 The District's performance and payment obligations pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion; and (8) Progress Report with the Contractor's Project Manager's assessment of the Project's actual progress as compared to the Progress Schedule. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.
- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.
- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than ten days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Flint and Peace Creek Debris Removal FY25 in Counties of Hillsborough and Polk, Florida Agreement between the

Southwest Florida Water Management District and \_\_\_\_\_  
(Agreement No. 25CN0004732), are allowable, allocable, properly documented, and  
are in accordance with the approved project budget."

- 4.7 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. PROJECT 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.

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 this Agreement, 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.

6. PROJECT TEAM MEMBERS AND SUBCONTRACTORS.

- 6.1 The District recognizes the expertise of the Project team members of the Contractor and, if applicable, any subcontractors. Both parties further agree that any change to the Contractor's and/or subcontractor's Project team (including Project Manager and Superintendent) requires prior written approval from the District.
- 6.2 No acceptance or approval by the District of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective work or shall create any District liability for the acts or omissions of these individuals or entities.

7. PROJECT MANAGEMENT DOCUMENT ISSUANCE AND AUTHORITY.

- 7.1 Notice to Procure. Not Applicable to this Agreement
- 7.2 Notice to Proceed. The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 7.2.1 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed, will be the responsibility of the Contractor. Claims by the Contractor for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the District. The Contractor's sole remedy is an extension of time to complete the Project to account for any such delay.
- 7.3 The District's Project Manager is authorized to process Change Orders in accordance with the requirements of this Agreement and the District's Signature Authority utilizing the form attached as Exhibit "F" for additional work on an as needed basis for ancillary Project services.

- 7.3.1 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.
- 7.3.2 Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the District's Project Manager in advance of such work, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the Contractor is not grounds for initiation of a Change Order and the Contractor agrees to remedy such flaws at its own expense.
- 7.3.3 The District may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly, and the Progress Schedule and Schedule of Values updated as appropriate. When requested by the District's Project Manager, the Contractor will submit a Change Proposal for District-desired changes in the work within five business days after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change together with such other information as the District may reasonably require. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be considered at the time of ordering such change.

## 8. PROJECT RECORDS AND DOCUMENTS.

The Contractor, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least five years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five 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.

- 8.1 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.

- 8.2 **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](mailto: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.

- 8.3 If, as part of its performance of this Agreement, the Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or firesafety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of chapter 119, 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 & Confidential Documents"), then the Contractor agrees to:
- 8.3.1 maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in the Contractor's possession; and

- 8.3.2 only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
- 8.3.3 return to the District as part of the Contractor's final payment invoice (request for final payment), all Exempt & 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 & 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
- 8.3.4 include the requirements of this provision in every subcontract of any tier arising out of or related to this Agreement.

8.4 This provision shall survive the termination or expiration of this Agreement.

9. 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.

10. 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.

11. INDEMNIFICATION.

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

12. 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.

- 12.1 COI. Certificates of insurance issued by the Vendor under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.  
Agreement No. 25CN0004732; Flint and Peace Creek Debris Removal FY25  
Project Manager – Chris McCall

- 12.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Worker's Compensation. Vendor shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).
- 12.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. Vendor shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.
- 12.4 Notice of Cancellation. 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 a minimum of 30 days' notice prior to any modifications or cancellation of policies, with 10 days' notice of cancellation due to non-payment of premium.
- 12.5 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.
- 12.6 Required Coverage. Vendor shall 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:
- 12.6.1 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 coverage of not less than:
- \$1,000,000 per occurrence / \$2,000,000 aggregate
- 12.6.2 Auto liability insurance with the following coverage of not less than:
- Combined Single Limit of \$500,000
- 12.6.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal 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.

- 12.6.4 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.
- 12.6.5 Coverage (if applicable) under the U.S. Longshore and Harbor Workers Compensation Act.
- 12.6.6 Marine general liability or watercraft liability with the following coverage of not less than:  
  
\$1,000,000 per occurrence/\$2,000,000 aggregate

13. BONDING REQUIREMENTS.

Prior to the effective date of this Agreement and in accordance with the requirements of the RFB, the Contractor, at its sole expense, will provide the District with a Payment and Performance Bond in the amount of \$\_\_\_\_\_ *[Bond Amount]* as security for the performance of all the Contractor's obligations under this Agreement pursuant to the terms and conditions of section 255.05, Florida Statutes. The Contractor agrees to repair, replace, or otherwise correct any defects in the work performed or furnished according to the terms and conditions of this Agreement. If the District determines that any part of the Project is defective and requires repair or replacement, the District will notify the Contractor of the defect in writing. If the Contractor refuses or neglects to repair, replace or otherwise satisfactorily correct the defect within the time specified by the District, the District has the option to have the work performed or furnished by others and the cost will be paid by the Contractor or its surety.

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

14. 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. The foregoing shall be the Contractor's sole and exclusive compensation in the event of a termination of this Agreement by the District without cause, and the Contractor shall have no claim for demobilization, cancellation or termination charges, lost profits or other compensation for work not performed.

15. 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 the Termination Without Cause paragraph. In addition to the above, the District may terminate this Agreement in accordance with of the provisions of Exhibit "A," Special Project Terms and Conditions.

16. RELEASE OF INFORMATION.

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

17. 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.

18. LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under 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.

19. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

20. 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.

21. 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.

22. 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.

23. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create or be implied to create any relationship between the District and any subcontractor of the Contractor.

24. DISADVANTAGED BUSINESS ENTERPRISES.

The District expects the 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.

25. THIRD PARTY BENEFICIARIES.

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

26. PUBLIC ENTITY CRIMES.

Pursuant to sections 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.

27. 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 or the Scrutinized Companies with Activities in the Iran Terrorism Sector 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.

28. NO COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, by executing, renewing, or extending a contract with the District, Contractor affirms and shall provide the District with an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services.

29. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only by a written amendment signed by Contractor and the District through their respective authorized representatives as stated herein.

30. 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 the documents as listed in order below.

- Exhibit "A" Special Project Terms and Conditions
- Exhibit "B" Special Conditions for U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS)
- Exhibit "C" FEMA Federal Contract Terms
- District's Request for Bids 25-4732 including all Addenda
- Figure 1 – Debris Removal Detail
- Figure 2 – Flint Creek Debris Locations Map
- Figure 3 – Flint Creek Access Locations
- Figure 4 – Peace Creek Canal Debris Locations Map

Figure 5 – Peace Creek Access Locations  
Exhibit "D" Contractor's Progress Schedule  
Exhibit "E" Contractor's Schedule of Values  
Contractor's Response to RFB 25-4732  
Exhibit "F" Sample Forms

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

\_\_\_\_\_  
By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
REQUEST FOR BIDS #25-4732  
FLINT AND PEACE CREEK DEBRIS REMOVAL FY25

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. During construction of the Project the Contractor will keep a competent superintendent on the Project site who is authorized to represent the Contractor in the Contractor's absence. The Contractor will maintain an office, off site, staffed by an employee of the Contractor. The District shall be able to reach the Contractor in case of emergency during regular District business hours 8:00 a.m. to 5:00 p.m. District local time, Monday through Friday. Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work, the District and Contractor will mutually agree upon the location of parking, material storage, dumpster, restroom, and concrete wash out areas. Upon completion, the Contractor will restore all disturbed areas to their original condition.
4. All persons entering the Project area on behalf of the Contractor will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are not permitted at the Project site. This includes bow and arrow.
6. The Contractor is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The Contractor and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The Contractor must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
  - 6.1 The District's Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the Contractor fails to comply with health and safety standards or requirements, the District's Project Manager may issue an order stopping all or any part of the work. Claims by the Contractor for additional compensation related to a stop work order will not be considered or accepted by the District. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the Contractor.
  - 6.2 The Contractor must: i) immediately report to the District's Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to District property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.

- 6.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
7. 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.
8. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors or declare insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the District's Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the District, upon certification by the District's Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven days written notice, terminate the employment of the Contractor, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor will pay the difference to the District. The District's Project Manager will certify the damage and expenses incurred by the District as a result of the Contractor's default.
9. If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the Contractor or of anyone under the Contractor's control, then the Contractor may, upon giving seven days written notice to the District, stop work and recover from the District payment for all work completed to date in accordance with this Agreement. The District will have the option of suspending or terminating the Agreement.
10. 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.
11. The District will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the Contractor may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the District's Project Manager.
12. The Contractor is as fully responsible to the District for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as Contractor is for the acts and omissions, or persons directly employed by Contractor. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the District.

13. The Contractor and the District will develop a single list of items required to render the services purchased by the District under this Agreement, complete, satisfactory, and acceptable to the District within 30 calendar days after reaching substantial completion according to the following process. The Contractor will contact the District's Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion. The Contractor will provide the District with a proposed list of items to be completed and the completion date for each item, within seven calendar days from the date of inspection. Within seven calendar days of receipt of the proposed list, the District will either approve or revise the list to comply with the terms of this Agreement. If the Contractor disputes any item, the Contractor must provide supporting documentation for the disputed item within seven days of receipt of the revised list. The District will review Contractor's supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
  - 13.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the services purchased pursuant to this Agreement.
  - 13.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the District will continue to withhold 150% of the total costs to complete such items.
14. The District's Project Manager will recommend final acceptance of the work performed pursuant to the Project when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the Project work is ready for beneficial use or occupancy. The Contractor will notify the District's Project Manager in writing within 15 days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the Contractor and will be deducted from any money due the Contractor.



EXHIBIT "B"  
SPECIFIC CONDITIONS FOR  
U.S. DEPARTMENT OF AGRICULTURE (USDA)  
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)

1. Patent, Copyright and Intellectual Property.

The USDA and the District reserves a royalty-free license for Federal Government and District use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

- 1.1 The Contractor shall comply with any and all policies and regulations of the USDA, as updated from time to time, pertaining to patent rights with respect to any discovery or invention, and the disposition thereof, which arises or is developed in the course of or under this Agreement.
- 1.2 In the event the Contractor purchases ownership of intangible property, the District reserves a royalty-free, nonexclusive, perpetual, paid-up and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the intangible property, for federal or state or local government purposes.
- 1.3 The USDA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The USDA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

2. Prohibition Against Certain Internal Confidentiality Agreements.

The Contractor may not restrict its employees, contractors, or subcontractors seeking to report fraud, waste, or abuse by requiring them to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. Furthermore, the Contractor must notify its employees, contractors, or subcontractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with this Paragraph are no longer in effect. The requirements of this Paragraph do not contravene requirements governing nondisclosure of classified or confidential information.

3. USDA Acknowledgement.

- 3.1 The Contractor shall include the following acknowledgement in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this Agreement:

"This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number \_\_\_\_\_."

- 3.2 The Contractor shall include on all publications and other materials, except scientific articles or papers published in scientific journals, the following statement:

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

- 3.3 All publications printed with Federal Government funds must include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

- 3.4 The Contractor is responsible for ensuring that an acknowledgement of NRCS is made during its news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this Agreement.

4. Certification Regarding Debarment and Suspension.

The District is prohibited from permitting any agreement at any tier to any party which is listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB Guidance at 2 CFR Part 180 that implement Executive Orders Executive Orders 12549, (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 4.1 The Contractor certifies that he or she, or the firm or business he or she is associated with has not been excluded or disqualified, as defined in 2 CFR Part 180. Furthermore, the Contractor agrees not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is excluded or disqualified.
- 4.2 The Contractor must include a term or condition which requires compliance with Subpart C of the OMB Guidance in 2 CFR Part 180 in any lower tier covered transaction and require the inclusion of a similar term or condition in any covered transaction into which it enters at the next lower tier.
- 4.3 The Contractor must provide immediate written notice to the District if at any time the Contractor learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4.4 Violation of this restriction may result in disallowance of costs, annulment or termination of this Agreement, issuance of a stop work order, debarment or suspension, or other remedies as appropriate.

5. Non-solicitation and Conflicts of Interest.

The District and the District’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Contractor shall comply with any District rules and policies relating to real, apparent, or potential conflicts of interest. The Contractor shall not compete for procurements

in which the Contractor develops or drafts specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by the District in such procurement.

6. Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms.

The Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps shall include:

- 6.1 qualified small and minority businesses and women's business enterprises on solicitation lists;
- 6.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 6.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 6.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- 6.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. Equal Employment Opportunity.

The Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations at 41 CFR Part 60.

8. Contract Work Hours and Safety Standards Act.

Pursuant to 40 USC Section 3702, in the event the Contractor contracts or subcontracts for any part of the contract work which may require or involve the employment of laborers or mechanics, the Contractor shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek. When a violation of this Paragraph occurs, the Contractor and any subcontractor responsible for the violation are liable to the affected employee for the employee's unpaid wages and to the Government, the District of Columbia, or a territory for liquidated damages as provided in this Paragraph. Liquidated damages shall be computed for each individual employed as a laborer or mechanic in violation of this Paragraph and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this Paragraph.

9. Access to Records.

The Contractor must be prepared to permit access by the USDA, the District, the Comptroller General of the United States, or any of their duly authorized representatives to all books, documents, papers, and records which are pertinent to the performance of work under this

Agreement for the purpose of audits, examinations, excerpts, and transcriptions. The requirement under this Access to Records Paragraph includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but as long as the records are retained.

10. Clean Air Act/Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency (EPA).

11. Adherence to State Energy Conservation Plan.

The Contractor shall recognize and adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

12. Nondiscrimination.

The Contractor shall recognize and adhere to all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- 11.1 Title VI of the Civil Rights act of 1964 (Pub.L. 88-352, 78 Stat. 241), which prohibits discrimination on the basis of race, color or national origin;
- 11.2 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- 11.3 Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- 11.4 The Age Discrimination Act of 1975, as amended (42. U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- 11.5 The Drug Abuse Office and Treatment Act of 1972 (Pub.L. 92-255, 86 Stat. 65), as amended, relating to nondiscrimination on the basis of drug abuse;
- 11.6 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub.L. 91-616, 84 Stat. 1848), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 11.7 §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 11.8 Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
- 11.9 The requirements of any other nondiscrimination statute(s), which may apply, to this Agreement.

13. Adherence to Hatch Act.

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Environmental Standards.

The Contractor shall comply with environmental standards, which may be prescribed pursuant to the following:

- 13.1 Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (Pub.L. 91-190, 83 Stat. 852) Executive Order (EO) 11514;
- 13.2 Notification of violating facilities pursuant to EO 11738;
- 13.3 Protection of wetlands pursuant to EO 11990;
- 13.4 Evaluation of flood hazards in floodplains in accordance with EO 11988;
- 13.5 Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.);
- 13.6 Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et. seq.);
- 13.7 Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (Pub.L. 93-523, 88 Stat. 1660); and
- 13.8 Protection of endangered species under the Endangered Species Act of 1973, as amended, (Pub.L. 93-205, 87 Stat. 884).

15. Flood Protection.

The Contractor shall comply, if applicable, with the flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234, 87 Stat. 975) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

16. Compliance with the Wild and Scenic Rivers Act.

The Contractor shall comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Historic Properties.

The Contractor shall assist the District and the USDA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

18. Lobbying Restrictions.

The Contractor shall file with the District the certification, set forth in 2 CFR Part 418 app. A, that the Contractor has not made, and will not make, any payments prohibited in 2 CFR Part 418. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the Contractor shall be required to make a disclosure by completing Standard Form SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

17.1 The Contractor shall require the certification and disclosure required under this Paragraph in any subgrant, contract, subcontract exceeding \$100,000 under a Federal grant, contract, or cooperative agreement.

17.2 This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for the award of this Agreement, as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the Contractor further must agree that no funds allotted under the award from the District shall be expended for the purpose of lobbying the Florida Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.

19. Audit Requirements.

The Contractor shall comply with any District policies related to compliance with provisions of OMB Circular No. A-133, as revised (issued pursuant to the Single Audit Act of 1984, Pub.L. 98-502, and the Single Audit Act Amendments of 1996, Pub.L. 104-156), which sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. The Contractor's records may be reviewed for compliance with the Single Audit Act, and the Contractor's records may also be included within the scope of an audit in order to determine compliance with applicable laws, regulations, and grant provisions.

20. Procurement of Recovered Materials.

The Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

21. General Provisions.

The Contractor shall comply with any applicable provisions and requirements of any and all other state and Federal laws, executive orders, regulations and policies, as amended from time to time, governing the NRCS Emergency Watershed Protection (EWP) Program, including, but not limited,

to applicable provisions that may be found within the following:

- 20.1 NRCS policy for administering the Emergency Watershed Protection (EWP) Program as set forth in 7 CFR Part 624;
  - 20.2 The Federal Fair Labor Standards Act, including the minimum-wage and maximum-hour provisions;
  - 20.3 The National Environmental Policy Act (NEPA) compliance located at 7 CFR Part 650; Title 190 General Manual (GM), Part 410; and Title 190, National Environmental Compliance Handbook (NECH), Part 610;
  - 20.4 Executive Order 12898, Environmental Justice;
  - 20.5 The National Historic Preservation Act, as amended (16 USC Section 470f); 420-GM, Part 401, and the NRCS nationwide programmatic agreement with the Advisory Council on Historic Preservation and National Conference of State Historic Preservation Officers; Title 190, National Cultural Resources Procedures Handbook, (NCRPH), Part 601;
  - 20.6 The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration; and (5 C.F.R. 900, Subpart F)
  - 20.7 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence
- AGREEMENT NO. 25CN0004732

EXHIBIT "C"  
FEMA FEDERAL CONTRACT TERMS

1. Administrative, Contractual, And Legal Remedies.

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Contractor materially fails to comply with the terms and conditions of this contract including any Federal or State statutes, rules or regulations, applicable to this contract, the District may take one or more of the following actions.

- 1.1 Temporarily withhold payments pending correction of the deficiency by the Contractor.
- 1.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- 1.3 Wholly or partly suspend or terminate this contract.
- 1.4 Take other remedies that may be legally available.

The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The District shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Agreement.

2. Termination Without Cause.

The first two sentences in paragraph 14 of the Agreement is hereby replaced with the following: This Agreement may be terminated by the District without cause upon 48 hours written notice to the Contractor; and the Contractor will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rata basis and which are within the Scope of Work and are allowed under this Agreement.

3. Equal Employment Opportunity.

The following provision applies if the work meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.



- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with applicable procedures and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph 3.1 and the provisions of paragraphs 3.1 through 3.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

4. Contract Work Hours and Safety Standards Act.

- 4.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 4.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.1 of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.1 of this section.
- 4.3 *Withholding for unpaid wages and liquidated damages.* The Federal Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.2 of this section.
- 4.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4.1 through 4.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.1 through 4.4 of this section.

5. Clean Air Act.

- 5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- 5.2 The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Federal Water Pollution Control Act.

- 6.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 6.2 The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- 6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Debarment and Suspension.

- 7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are included (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 7.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 7.3 This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 7.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Lobbying Restrictions.

- 8.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 8.2 *Required Certification.* If applicable, Contractors must sign and submit to the non-federal entity the certification attached as Attachment 1, Certifications Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions and Lobbying.

9. Recovered Materials.

- 9.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 9.1.1 Competitively within a timeframe providing for compliance with the Agreement Performance Schedule;
  - 9.1.2 Meeting Agreement performance requirements; or
  - 9.1.3 At a reasonable price
- 9.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 9.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Changes.

Any changes to the method, price or schedule of the work must be authorized by a Change Order issued by the District.

11. Access To Records.

- 11.1 The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 11.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 11.3 The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work site pertaining to the work being completed under this Agreement.
- 11.4 In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS Seal, Logo, and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders.

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

15. Program Fraud and False or Fraudulent Statement or Related Acts.

The Contractor acknowledges that 13 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

16. Acknowledgement of Federal Funding.

The Contractor agrees it will not issue any statement, press releases, and other documents describing the work authorized by this Purchase Order without prior District review and approval. The Contractor further agrees to include acknowledgement of the federal funding in all statements, press releases or other documents describing the work.

17. National Policy Requirements.

The Contractor agrees to comply with the following requirements:

- 17.1 No person in the United States shall, on the ground of race, color, national origin, handicap, disability, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under the PROJECT; and
- 17.2 Title VII of Civil Rights Act of 1964, 42 USC § 2000 et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin; and
- 17.3 Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

18. Whistleblower Protection.

An employee of Contractor receiving federal funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has this authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal

agency, or their representatives, information that the employee reasonable believes is evidence of:

- 18.1 gross mismanagement of an agency contract or grant relating to covered funds;
- 18.2 a gross waste of covered funds;
- 18.3 a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- 18.4 an abuse of authority related to the implementation or use of covered funds; or
- 18.5 a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

19. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

19.1 *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

19.2 *Prohibitions.*

19.2.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

19.2.2 Unless an exception in paragraph 19.3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

19.2.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

19.2.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

19.2.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- 19.2.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 19.3 *Exceptions.*

- 19.3.1 This clause does not prohibit contractors from providing—

- 19.3.1.1 A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- 19.3.1.2 Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- 19.3.2 By necessary implication and regulation, the prohibitions also do not apply to:

- 19.3.2.1 Covered telecommunications equipment or services that:

- 19.3.2.1.1 Are *not used* as a substantial or essential component of any system; *and*

- 19.3.2.1.2 Are *not used* as critical technology of any system.

- 19.3.2.2 Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 19.4 *Reporting requirement.*

- 19.4.1 In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 19.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- 19.4.2 The Contractor shall report the following information pursuant to paragraph 19.4.1 of this clause:

- 19.4.2.1 Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- 19.4.2.2 Within ten business days of submitting the information in

paragraph 19.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

#### 19.5 *Subcontracts.*

The Contractor shall insert the substance of this clause, including this paragraph 19.5, in all subcontracts and other contractual instruments.

#### 20. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 21. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### 22. Build America. Buy America Act (BABA).

Contracts that include an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- 22.1 All iron and steel used in the project are produced in the United States - this means all manufacturing processes from the initial melting stage through the applications of coatings, occurred in the United States;
- 22.2 All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product has been established under applicable law or regulation; and



22.3 All construction materials are manufactured in the United States - this means all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

23. Rights to Inventions Made Under Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non- Federal Entity or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non -Federal Entity or subcontractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

24. Byrd Anti-Lobbying Amendment.

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Contractor shall disclose any lobbying with non -Federal funds that takes place in connection with obtaining any Federal award, using form SF -LLL, available at: [https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

EXHIBIT "D"  
PROGRESS SCHEDULE

Insert negotiated Progress Schedule, as appropriate, here.

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EXHIBIT "E"  
SCHEDULE OF VALUES

Insert negotiated Schedule of Values, as appropriate, here.

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# **EXHIBIT "F"**

# **SAMPLE FORMS**

**Change Order No. \_\_\_\_**  
**Southwest Florida Water Management District**

**Project:** Flint and Peace Creek Debris Removal FY25

**Contractor:** \_\_\_\_\_

**Project Engineer:** Not Applicable

**Date:** \_\_\_\_\_

Contractor is authorized, upon issuance by the District Project Manager of a notice to proceed with change order, to make those change(s) more particularly described on the attached and incorporated **Schedule of Change Detail**, which ancillary work, if any, will be paid from contingency funds subject to Agreement No. 25CN0004732, if and as amended, (Agreement).

All Agreement terms apply unless specifically stated otherwise herein. This Change Order (CO) is the sole and maximum compensation and extension of the time to which Contractor may be entitled for this change. In consideration of the adjustments made by this CO, Contractor waives and releases all claims, demands, and causes of action against the District, its officers, officials, and employees arising out of the transactions, events, and occurrences giving rise to this CO. No backup documentation attached to this CO may reserve the Contractor's right to increase its time or costs for extended overhead, general conditions, or any other reason. This CO may be executed in two or more counterparts, and all such signed counterparts will constitute one agreement. Contractor's authorized representative must sign electronically per Florida's Electronic Signature Act (Ch. 688, Florida Statutes) or manually, which manual signatures may be transmitted electronically (email, PDF, etc.).

This CO is the entire agreement between the District and the Contractor with respect to this CO.

This fully executed CO constitutes a Notice to Proceed with the work contained in this CO.

APPROVED & RECOMMENDED BY	ACCEPTED BY
<p><b>ENGINEER</b></p>  <p>By: _____ Date _____</p> <p>Print Name: _____</p>  <p><b>DISTRICT PROJECT MANAGER</b></p>  <p>By: _____ Date _____</p> <p style="padding-left: 40px;">PM NAME</p>	<p><b>[CONTRACTOR]</b></p>  <p>By: _____ Date _____</p> <p>Print Name: _____</p>  <p><b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</b></p>  <p>By: _____ Date _____</p> <p style="padding-left: 40px; color: #0070c0;">Select or type District signatory name.</p>

### Summary of Project Change Orders

	Cost	Substantial Completion Date	Final Completion Date
Original Total Agreement Amount, including Contingency of \$0.00	\$ -		
Changes to Agreement Base Amount under Amendments	\$ -		
Changes to Agreement Contingency Amount under Amendments	\$ -		
New Agreement Amount, including Contingency of \$0.00	\$ -		
Original Agreement Base Amount	\$ -		
Net Contingency Authorized Under Previously Authorized Change Orders	\$ -		
Agreement Base Amount Prior to this Change Order	\$ -		
Total Authorized from Contingency via this Change Order	\$ -		
New Agreement Base Amount	\$ -		
Agreement Contingency Amount	\$ -		
Total Authorized from Contingency via Prior Change Orders	\$ -		
Contingency Balance Prior to this Change Order	\$ -		
Total Authorized from Contingency via this Change Order	\$ -		
Remaining Contingency Balance	\$ -		

### **Schedule of Change Detail**

*Attached and Incorporated into Change Order Number \_\_\_\_\_  
Between the Southwest Florida Water Management District and  
(Contractor)  
Regarding Agreement No. 25CN0004732*

#### **CHANGE DETAIL – PRICE**

- Attach specifications, drawings, and quotes as appropriate.
- Amount includes all equipment, tools, materials, labor, and other things necessary express or implied to fully complete an item.

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>Type*</u>
1			
2			
3			

\* Indicate if amount is lump sum/fixed price (LS), not to exceed (NTE), per unit, etc.

#### **CHANGE DETAIL – SCHEDULE**

- Choose between the following:  
See attached revised Project Schedule.  
No change to Project Schedule.

[END OF SCHEDULE]

**AFFIDAVIT  
FOR  
FINAL PAYMENT**

Project: Flint and Peace Creek Debris Removal FY25, Counties of Hillsborough and Polk, Florida

To: Southwest Florida Water Management District

Agreement No.: 25CN0004732

Contractor: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Contractor)

in connection with Agreement No. 25CN0004732 Flint and Peace Creek Debris Removal FY25  
have been paid in full or is recited as unpaid as set forth below:

WITNESSES:

\_\_\_\_\_  
Signed \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME, by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_



**FINAL RELEASE OF LIEN**

Project: Flint and Peace Creek Debris Removal FY25, Counties of Hillsborough and Polk, Florida

To: Southwest Florida Water Management District

Agreement No.: 25CN0004732

Contractor:

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

for and in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_)

by the Southwest Florida Water Management District (District), receipt of which is hereby acknowledged, except the sum of \_\_\_\_\_

representing the total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its successors or assigned, all liens, lien right, claims or demands of any kind whatsoever which \_\_\_\_\_ now has or might have against the property, building, and improvements, on account of labor performed, material furnished, or for any incidental expense for the construction of \_\_\_\_\_.

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

IN WITNESS WHEREOF, I, \_\_\_\_\_ have hereunto set my hand and seal, on \_\_\_\_\_, 202\_\_.

WITNESS:

OFFICER:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME, by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_

**CONSENT OF SURETY COMPANY  
TO FINAL PAYMENT**

Project: Flint and Peace Creek Debris Removal FY25, Counties of Hillsborough and Polk, Florida

To: Southwest Florida Water Management District

Agreement No.: 25CN0004732

Contractor: \_\_\_\_\_

\_\_\_\_\_, Surety Company, on  
bond of

\_\_\_\_\_,  
(here insert name and address of Contractor)

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

\_\_\_\_\_,  
(here insert name and address of Owner)

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

IN WITNESS WHEREOF,

\_\_\_\_\_, the Surety  
Company

has hereunto set its hand on \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Surety Company

Attest: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Seal:

\_\_\_\_\_  
Title

**ATTACHMENT 1  
AFFIDAVIT**

**Statement Under Section 787.06(13), Florida Statutes  
No Coercion for Labor or Services**

*Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.*

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: \_\_\_\_\_

Authorized Representative/Officer's Printed Name: \_\_\_\_\_

Authorized Representative/Officer's Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_