



## COVER SHEET

### REQUEST FOR BIDS #25-4844 CAPE HAZE ECOSYSTEM RESTORATION PROJECT CHARLOTTE COUNTY, FLORIDA

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

**DIRECT INQUIRIES TO: Rachelle Jones, Senior Procurement Specialist**  
**TELEPHONE: (352) 505-2970**  
**Email: [procurement@watermatters.org](mailto:procurement@watermatters.org)**  
**Posted: January 16, 2026**

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 Cape Haze Ecosystem Restoration Project, Charlotte County, Florida - RFB 25-4844. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the Cape Haze Restoration in Charlotte County, Florida.

### MANDATORY VIRTUAL PRE-BID CONFERENCE

**Monday, January 26, 2026**  
10:00 am Local Time

To attend the Mandatory Virtual Pre-Bid Conference:  
Join Microsoft Teams meeting on your computer or mobile app via  
<https://bit.ly/49vldum>  
Or call in (audio only)  
+1 786-749-6127,,843587419# United States, Miami  
Phone conference ID: 843 587 419#

### SITE VISIT OPPORTUNITY

Cape Haze Pioneer Trail parking lot at the intersection of Harness Road and Brig Circle W, Placida, Florida  
Tuesday, January 27, 2026, between 9:00 a.m. – 3:00 p.m. Local Time  
Wednesday, January 28, 2026, between 9:00 a.m. – 3:00 p.m. Local Time

All interested parties are required to be represented at the Mandatory virtual 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 critical to understanding the RFB requirements, representation at the virtual pre-bid conference is mandatory to qualify as a bidder. While not required, it is highly recommended to attend the Non-Mandatory Site Visit. Minutes of the conference and site visit will not be created. The site will be open to Utility Task Vehicle (UTV) access during these times. Access will be monitored but District staff will not take any questions at the site. Outside these dates, public access on foot is allowed at the site during State Park hours but motorized vehicles are not allowed.

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.

If applicable, 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.

**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 FEBRUARY 06, 2026 AT 5:00 P.M. LOCAL TIME**

**BID DUE DATE AND OPENING: FEBRUARY 17, 2026, AT 2:00 P.M. LOCAL TIME**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR BIDS #25-4844  
CAPE HAZE ECOSYSTEM RESTORATION PROJECT  
CHARLOTTE COUNTY, FLORIDA**

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TECHNICAL DOCUMENTS – Part of proposed Contract 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 – Cape Haze Design Drawings
- Figure 2 – Cape Haze Technical Specifications

**OTHER SITE-RELATED DOCUMENTS – Not part of proposed Contract Documents.**

- Figure 3 – Army Corp of Eng Permit
- Figure 4 – FDEP Permit
- Figure 5 – Cape Haze Geotechnical Report
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## **PART I - INTRODUCTION**

### **1.1 INTERNET AVAILABILITY.**

District solicitations, Technical Documents, Other Site-Related Documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, <http://www.watertatters.org/procurement>, and DemandStar at [www.demandstar.com](http://www.demandstar.com).

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

Exempt and Confidential Documents are not applicable to this solicitation.

### **1.3 OTHER SITE RELATED DOCUMENTS.**

In addition to the documents identified as part of the proposed Contract Documents in this RFB, the District is making available other documents relating to the conditions at or adjacent to the site for the potential bidders' information. The District has not verified the contents of these other Site-related documents, and bidder may not rely on the accuracy or completion of any data or information in such documents. Bidder is responsible for any interpretation or conclusion bidder draws from the other Site-related documents. Bidders are encouraged to review the other Site-related documents.

### **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@watertatters.org](mailto:procurement@watertatters.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 open to the public, on the date and at the time specified on the Cover Sheet. It is the bidder's responsibility to ensure its response is uploaded to the DemandStar website before the 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). Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Bidders are responsible for all costs associated with the preparation of their bids.

The District may make an award within 120 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 120 days, the bids shall remain firm until either the District awards the contract or the District receives written notice from a bidder that its 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**

Meeting ID: 268 842 612 172 79

Passcode: zy9vr2qH

<https://bit.ly/3Z3WZ5H>

**Or call in (audio only)**

[+1 786-749-6127,,422394859#](tel:+1786-749-6127,,422394859#) United States, Miami

Phone Conference ID: 422 394 859#

## **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 to DemandStar as part of the complete bid submittal. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

**1.12 CONTRACT PRICE BID.**

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The 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 contains 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.**

If applicable, the bidder must provide a list of all its proposed Key Work Category Subcontractors with its bid response as required in the Bidder Qualification Requirements attachment. If a Key Work Category Subcontractor is not properly licensed at the time of bid submission, the bidder shall not be responsive.

## **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 terms, conditions and 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, Payment and Performance Bond, 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 Contractor will mobilize and commence project work in accordance with 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 Proposed 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:** Those items so designated in the Agreement, and which together comprise the Contract.
- 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.**

The Contractor shall achieve Substantial Completion within 670 calendar days from the date indicated in the Notice to Proceed. The Contractor shall achieve Final Completion within 60 days from the date of Substantial Completion.

**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.**

The District will withhold a retainage of five percent of each invoice amount on contracts with a total contract value greater than \$200,000. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that it has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are attached to the Sample Agreement included in this RFB.

**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 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 SCRUTINIZED COMPANIES OR OTHER ENTITIES.**

Pursuant to section 287.135, Florida Statutes, a company or other entity 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 or Other Entities 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 the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity 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 response, 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 Agreement amount. The District has the option to terminate such contact if the contracting company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

**2.13 EMPLOYMENT OF FLORIDA RESIDENTS.**

Employment of Florida Residents is not applicable to this solicitation.

**2.14 EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with section 448.095, Florida Statutes, the bidder, 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.

**2.15 NO USE OF 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.

**2.16 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

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

**2.17 LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

**2.18 INDEMNIFICATION.**

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

**2.19 INSURANCE.**

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

**2.20 BONDING.**

2.20.1 **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.

2.20.1.1 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.

2.20.1.2 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.

## 2.20.2 **PAYMENT AND PERFORMANCE BOND.**

Prior to the District's execution of the Agreement, a Payment and Performance Bond that conforms with section 255.05, Florida Statutes, will be required of the Contractor. Use of the Payment and Performance Bond form provided in this RFB is required.

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

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

2.20.2.3 If the amount of the Agreement increases after award of the Project, the District agrees to pay the Contractor for any bond premium increase it incurs at the rate of incursion if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation under this section is contingent upon the Contractor providing documentation evidencing said premium increase.

2.20.2.4 In lieu of providing a Payment and Performance Bond, at the discretion of the District, the successful bidder may substitute either cash; a money order; a cashier's check; or a domestic corporate bond, note, or debenture, made payable to the District. The District shall determine the required value of an alternative form of security.

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

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

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

## **2.22 TRENCH SAFETY ACT.**

The Contractor must comply with the Trench Safety Act, section 553.60 through 553.64, Florida Statutes. The bidder must complete and submit the Trench Safety Act Compliance Form included in this RFB, as part of the bidder's bid package.

## **2.23 VALUE ENGINEERING.**

Value engineering is not applicable to this solicitation.

## **2.24 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.

- 2.24.1 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.
- 2.24.2 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.
- 2.24.3 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.

## **2.25 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 it's want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

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

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

## 2.26 **LIQUIDATED DAMAGES.**

The parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages, for each and every day that exceeds the time allowed for Substantial Completion shall be \$1,725 per calendar day. The parties specifically agree that the stated liquidated damages do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable thereof. This provision shall survive the expiration or termination of the Agreement.

## 2.27 **CONTRACTOR'S UNDERSTANDING.**

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

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

## **2.28 MATERIALS, APPLIANCES, 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.

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

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

## **2.30 STANDARDS FOR QUALITY AND WORKMANSHIP.**

All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with least maintenance costs.

## **2.31 GUARANTEE.**

All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of final Project acceptance thereof by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety. Said guarantees shall be fully covered by the Payment and Performance Bond.

## **2.32 ESTIMATED QUANTITIES.**

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

## **2.33 PERMITS AND REGULATIONS.**

The Contractor will be responsible to secure all necessary permits or authorizations and licenses 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, including those permits obtained by the District.

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.

The District has obtained the following permits for the work: Florida Department of Environmental Protection General Permit No. 0305980-004 EG and US Army Corps of Engineers Permit No. SAJ-2022-02749.

The Contractor is responsible for securing any additional permits or authorizations and licenses needed for the work.

#### **2.34 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.

2.34.1 At all times, the Contractor will protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from the Contractor's failure to provide such protection will be promptly repaired or restored at the sole expense of the Contractor.

#### **2.35 CONSTRUCTION ACCESS.**

The Project site is on a portion of the Charlotte Harbor Preserve State Park, in Charlotte County, Florida. The site is co-owned by the District and the Florida Department of Environmental Protection (FDEP) and managed by the FDEP. The Contractor's primary access to the Project site is the Cape Haze Pioneer Trail entrance at Harness Road. The Cape Haze Pioneer Trail and the Harness Road entrance are owned by Charlotte County. The Cape Haze Pioneer Trail is a multi-use recreational trail and must be crossed to access the site from the Harness Road entrance. The Project activities include construction of a temporary construction access road between the Harness Road parking lot and the Cape Haze Pioneer Trail, crossing an existing ditch, as shown on the Construction Plans. The Contractor shall ensure that the existing parking lot and trail are suitable for the traversing equipment. The Contractor is responsible for restoring the parking lot, trail, and ditch to their original or better condition.

The Harness Road entrance, parking lot, and Cape Haze Pioneer Trail may be used for temporary transit of vehicles and equipment, but shall not be used for parking, storage, or laydown. Parking, laydown, or other Project activities will not be permitted outside the Project site area shown on the Construction Plans. The Contractor shall submit a sketch showing the proposed location and layout of the proposed laydown area for District approval. The Contractor is responsible for securing equipment and materials in the laydown areas.

The Contractor is responsible for keeping the Cape Haze Pioneer Trail open to pedestrian and

bike traffic as much as practicable during construction. The Contractor shall coordinate with Charlotte County on acceptable means to ensure public safety while construction traffic crosses the Cape Haze Pioneer Trail. The Contractor must submit a traffic safety plan to the District for approval a minimum of five business days prior to mobilization.

#### **2.36 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.

2.36.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then the Contractor will advise the District of the date of such inspection. Inspections by the District will be promptly conducted and where practicable, at the source of supply. If any work should be covered up without proper inspection by the District or its representative, it will be uncovered for examination at the Contractor's expense.

#### **2.37 TESTS.**

The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor will furnish two 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 charges incidental to testing.

#### **2.38 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.

#### **2.39 HOURS OF WORK.**

The Contractor may access the Project site and perform work between 8:00 a.m. to 5:00 p.m., Monday through Friday provided work hours comply with local ordinances of Charlotte County, Florida. Other hours of work may be authorized at the sole discretion of and in writing by the District Project Manager upon request of the Contractor. The District's working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. All work requiring inspection by the District must be done during District working hours.

## **2.40 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.

## **2.41 JESSICA LUNSFORD ACT.**

The Jessica Lunsford Act is not applicable to this solicitation.

## **2.42 POTENTIAL FERAL HOG DAMAGE.**

The District recognizes/acknowledges the presence of feral hogs on the project site. There is the possibility that hogs may cause damage to the newly graded surfaces and the newly installed plant materials. The District will be responsible for paying the Contractor to repair hog damage, both to the ground surface and/or plant materials. During the maintenance/monitoring period, the Contractor will document hog damage to the site by taking photographs of the damage and submitting the photos to the District's Project Manager for inspection. The District will determine, in its sole discretion, whether the damage on the property was caused by hogs, and if so, if the damage warrants corrective action. Any increase in payments and extensions of time necessitated by hog damage will be authorized via a Change Order or amendment to the Agreement, as applicable.

## **PART III – SPECIAL CONDITIONS FOR STATE AND FEDERAL CONTRACTS**

The funds allocated by the District for this Project are provided through a grant from the National Oceanic and Atmospheric Administration (NOAA). The NOAA grant terms and conditions applicable to the Contractor are outlined in Exhibit "B" of the proposed Agreement.

## **PART IV – SCOPE AND SPECIFICATIONS**

The District is soliciting bids from qualified bidders to furnish and deliver, if and when ordered, all required work necessary for Cape Haze Ecosystem Restoration Project as more particularly shown in the Reference Documents.

### **4.1 PROJECT DESCRIPTION.**

The Project site is located in Charlotte County. The Cape Haze Ecosystem Restoration Project will restore coastal natural systems, including freshwater and estuarine wetlands and adjacent uplands, through regrading or filling manmade canals and ditches, excavation, exotic vegetation removal, and planting. The work consists of furnishing all labor, materials, equipment, and incidentals necessary for construction.

All work shall be constructed in accordance with the Contract Documents included with the District RFB.

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.

### **4.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.**

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

- 4.2.1 Prior to commencing work, the Contractor shall provide the District Project Manager with a copy of its general project safety plan.

## **PART V – BID RESPONSE**

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

The District will award the contract to the lowest, responsive and responsible bidder. 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.

- 5.1.1 **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.
- 5.1.2 **SATISFACTORY REFERENCES.** References must be provided as required by this RFB.
- 5.1.3 **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.

5.1.4 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subsection 5.1.4.1 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.

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

- Attachment 1 - Bid Response Form
- Attachment 2 – Bidder Qualification Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Trench Safety Act Compliance Form
- Attachment 5 - Bid Bond
- Attachment 6 - Certification Regarding Drug-Free Workplace Requirements

**5.1.4.2 Forms referenced in this RFB:**

- Attachment 7 - Payment and Performance Bond

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

- Attachment 8 - Proposed Agreement

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# **Bid and Contract Forms Required with Bid Submission**

**ATTACHMENT 1**  
**BID RESPONSE FORM**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLOTTE COUNTY, FLORIDA**

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.waterratters.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@waterratters.org](mailto:procurement@waterratters.org).

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**ATTACHMENT 1 (Continued)**  
**BID RESPONSE FORM**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLOTTE COUNTY, FLORIDA**

<b>BID RESPONSE FORM</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (\$)</b>	<b>UNIT</b>	<b>ITEM TOTAL PRICE (\$)</b>
1	Mobilization	1	\$ _____	Lump Sum	\$ _____
2	Clearing & Grubbing	1	\$ _____	Lump Sum	\$ _____
3	Non-Native Vegetation Removal	1	\$ _____	Lump Sum	\$ _____
4	Earthwork	1	\$ _____	Lump Sum	\$ _____
5	Soil Tracking Prevention Device	1	\$ _____	Lump Sum	\$ _____
6	Staked Silt Fence	1	\$ _____	Lump Sum	\$ _____
7	Gopher Tortoise Fence (silt fence placed specifically for tortoise exclusion from work area)	1	\$ _____	Lump Sum	\$ _____
8	Floating Turbidity Barrier	1	\$ _____	Lump Sum	\$ _____
9	Dewatering	1	\$ _____	Lump Sum	\$ _____
10	Cellular Confinement for Soil Stabilization	1	\$ _____	Lump Sum	\$ _____
11	No. 57 Stone	1	\$ _____	Lump Sum	\$ _____
12	Geosynthetic Reinforced Foundation Over Soft Soil	1	\$ _____	Lump Sum	\$ _____
13	Fencing, Type A	1	\$ _____	Lump Sum	\$ _____
14	Fence Gate Type A	1	\$ _____	Lump Sum	\$ _____
15	Tree Removal	2	\$ _____	Each	\$ _____
16	Tree Planting	2	\$ _____	Each	\$ _____
17	Zone 1 Plantings	1	\$ _____	Lump Sum	\$ _____

18	Zone 2 Plantings	1	\$ _____	Lump Sum	\$ _____
19	Zone 3 Plantings	1	\$ _____	Lump Sum	\$ _____
20	Zone 4 Plantings	1	\$ _____	Lump Sum	\$ _____
21	Zone 5 Plantings	1	\$ _____	Lump Sum	\$ _____
22	Zone 6 Plantings	1	\$ _____	Lump Sum	\$ _____
23	Zone 7 Plantings	1	\$ _____	Lump Sum	\$ _____
24	Hydroseeding	1	\$ _____	Lump Sum	\$ _____
25	Plant Maintenance, Replacement, and Invasive Species Control	1	\$ _____	Lump Sum	\$ _____
26	As-Built Survey/Certification	1	\$ _____	Lump Sum	\$ _____
27	Contingency Allowance	1	\$150,000	Lump Sum	\$150,000

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

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

\_\_\_\_\_

**ATTACHMENT 2**  
**BIDDER QUALIFICATION REQUIREMENTS**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLOTTE COUNTY, FLORIDA**

A. LICENSES:

The bidder must possess a General Contractor's license at the time of bid submittal. 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 needed to acquire any permits and to perform the work including but not limited to General Contractor's license. 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.

The bidder and Key Work Category subcontractors, if applicable, must possess the license(s) as listed on this attachment and in the technical specifications and be properly licensed in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal.

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

The Principals of the bidder must have a minimum of ten years' experience or show adequate experience on a minimum of five projects, similar in scope to this Project, within the past ten years.

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

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

C. BIDDER RESUMES:

The bidder must provide resumes of its Principal(s) and Project Manager and license holder(s) listing their qualifications, experience, education, and training. The resumes provided must show that the individual meets the appropriate requirements above.

**D. BIDDER REFERENCES:**

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

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

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

**E. BIDDER ORGANIZATION CHART:**

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

**F. KEY WORK CATEGORY SUBCONTRACTOR LISTING:**

The bidder must list the subcontractors who will perform the work in each of the following Key Work Categories below. List the name of the proposed subcontractor, or "Bidder" if the bidder will perform the work, after each work category:

(1) Key Work Cat 1 - Wetland and upland planting, maintenance, and invasive/nuisance vegetation control: \_\_\_\_\_

**G. KEY WORK CATEGORY SUBCONTRACTOR REFERENCES:**

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

For each subcontractor listed above for a Key Work Category, the bidder must provide a minimum of three references who can verify the subcontractor's qualifications and past performance record on projects.

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

**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 including earthwork in or adjacent to water, selective clearing, grading, and embankment, at substantial completion within the last seven years.
- Constructed value of at least \$300,000.
- 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 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 including earthwork in or adjacent to water, selective clearing, grading, and embankment, at substantial completion within the last seven years.
- Constructed value of at least \$300,000.
- 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 including earthwork in or adjacent to water, selective clearing, grading, and embankment, at substantial completion within the last seven years.
- Constructed value of at least \$300,000.
- 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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **KEY WORK CATEGORY SUBCONTRACTOR 1 REFERENCE FORM 1**

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

- Wetland and upland planting, maintenance, and invasive/nuisance vegetation control
- Project at substantial completion within the last seven years.
- Constructed value of at least \$50,000.
- Minimum of two references shall be from sources other than the District.

### **Part 1: Bidder's Name:**

Bidder's Name: \_\_\_\_\_

### **Part 2: Key Work Category Subcontractor Name:**

Key Work Category: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

### **Part 3: Reference Provider Information:**

Reference Business Name: \_\_\_\_\_

Reference Business Owner's Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Contact Person's Title: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

### **Part 4: Project Details performed Key Work Category Subcontractor:**

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

Project Location: \_\_\_\_\_

Subcontractor's Project Manager Name: \_\_\_\_\_

Subcontractor's Site Superintendent: \_\_\_\_\_

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

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

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

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

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

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

# KEY WORK CATEGORY SUBCONTRACTOR REFERENCE FORM 2

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

- Wetland and upland planting, maintenance, and invasive/nuisance vegetation control Project at substantial completion within the last seven years.
- Constructed value of at least \$50,000.
- Minimum of two references shall be from sources other than the District.

**Part 1: Bidder's Name:**

Bidder's Name: \_\_\_\_\_

**Part 2: Key Work Category Subcontractor Name:**

Key Work Category: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

### **Part 3: Reference Provider Information:**

Reference Business Name: \_\_\_\_\_

Reference Business Owner's Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Contact Person's Title: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

**Part 4: Project Details performed Key Work Category Subcontractor:**

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

Project Location: \_\_\_\_\_

Subcontractor's Project Manager Name: \_\_\_\_\_

Subcontractor's Site Superintendent: \_\_\_\_\_

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

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

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

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

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

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

# KEY WORK CATEGORY SUBCONTRACTOR REFERENCE FORM 3

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

- Wetland and upland planting, maintenance, and invasive/nuisance vegetation control Project at substantial completion within the last seven years.
- Constructed value of at least \$50,000.
- Minimum of two references shall be from sources other than the District.

**Part 1: Bidder's Name:**

Bidder's Name: \_\_\_\_\_

## **Part 2: Key Work Category Subcontractor Name:**

Key Work Category: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

### **Part 3: Reference Provider Information:**

Reference Business Name: \_\_\_\_\_

Reference Business Owner's Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Contact Person's Title: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

**Part 4: Project Details performed Key Work Category Subcontractor:**

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

Project Location: \_\_\_\_\_

Subcontractor's Project Manager Name: \_\_\_\_\_

Subcontractor's Site Superintendent: \_\_\_\_\_

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

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

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

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

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

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

**ATTACHMENT 3**  
**CERTIFICATION CLEAN AIR ACT/CLEAN WATER ACT**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLTOTE COUNTY, FLORIDA**

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 4**  
**TRENCH SAFETY ACT COMPLIANCE FORM**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLTOTE COUNTY, FLORIDA**

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

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

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

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

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

**ATTACHMENT 5**  
**BID BOND**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLTOTE COUNTY, FLORIDA**

\_\_\_\_\_, 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 Cape Haze Ecosystem Restoration Project Charlotte County, Florida, Bid Number RFB  
25-4844, 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 DRUG-FREE WORKPLACE REQUIREMENTS**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLTOTE COUNTY, FLORIDA**

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

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

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

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

---

Company: \_\_\_\_\_

By: \_\_\_\_\_ Signature of Authorized Representative Date \_\_\_\_\_

# **Sample Forms Referenced in this RFB**

**ATTACHMENT 7**  
**PAYMENT AND PERFORMANCE BOND**  
**FOR**  
**REQUEST FOR BID #25-4844**  
**CAPE HAZE ECOSYSTEM RESTORATION PROJECT**  
**CHARLTOTE COUNTY, FLORIDA**

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

Bond No. \_\_\_\_\_

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

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

WHEREAS the Principal entered into Agreement No. 25CN0004844 with the District, for the Cape Haze Ecosystem Restoration Project, Charlotte County, Florida and said Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions, deletions, and instruments attached together and made a part of said Agreement, hereinafter referred to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all necessary services, labor, materials and equipment necessary to completely perform, in a thorough and workmanlike manner, all work contemplated under said Agreement and in accordance with the terms of said Agreement, to (description of project improvements and address of project; owner's name and address if not District).

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

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner prescribed in the Agreement, including the warranty provisions thereof;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of the work provided for in the Agreement;
- (iii) pays the District all losses, damages (including liquidated damages, if applicable; otherwise delay damages), expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement; and
- (iv) performs

the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement;

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

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

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

- (i) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff prevails on the significant issues in the case, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit; and
- (ii) In case of annulment or any breach or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal fees, incurred by the District in connection with any such annulment, breach or default.

This Bond is a statutory bond governed by section 255.05, Florida Statutes. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in section 255.05(2), Florida Statutes.

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

The remainder of this page intentionally left blank.

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

ATTEST:

(Corporate Seal)

---

Print Name of Principal

---

Secretary as to Principal

BY:

Title:

As authorized agent for Principal

ATTEST:

(Corporate Seal)

---

Print Name of Surety

---

Secretary as to Surety

BY:

Authorized Agent for Surety

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

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

**ATTACHMENT 8  
PROPOSED AGREEMENT  
FOR  
REQUEST FOR BID #25-4844  
CAPE HAZE ECOSYSTEM RESTORATION PROJECT  
CHARLOTTE COUNTY, FLORIDA**

AGREEMENT NO. 25CN0004844

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

---

**FOR  
CAPE HAZE ECOSYSTEM RESTORATION PROJECT  
CHARLOTTE COUNTY, FLORIDA**

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and \_\_\_\_\_, a \_\_\_\_\_, 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 Cape Haze Ecosystem Restoration Project in Charlotte, 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:

Robert McDonald  
7601 US Hwy. 301  
Tampa, Florida 33637  
(813) 324-5485  
[robert.mcdonald@watermatters.org](mailto:robert.mcdonald@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.

The District's Project Manager is authorized to approve Change Orders, along with changes to the Schedule of Values, in accordance with the requirements of this Agreement, with prior District management approval in accordance with the District's Signature Authority, utilizing the Change Order form attached as Exhibit "E". The District's Project Manager is not authorized to approve any time extension which will result in an increase to the Total Agreement Amount or which will extend the Milestones, if any, and Substantial Completion date or Final Completion date more than 12 months.

The District's Project Manager is authorized to approve changes to the Progress Schedule that update task dates with prior District management approval.

The District's Project Manager is not authorized to approve Work Change Directives. Work Change Directives must be executed by the District's Assistance Executive Director.

3. EFFECTIVE DATE, TERM.

This Agreement will be effective upon execution by both parties.

The Contractor shall achieve Substantial Completion within 670 calendar days from the date indicated in the Notice to Proceed. The Contractor shall achieve Final Completion within 60 days from the date of Substantial Completion.

#### 4. COMPENSATION.

For satisfactory completion of the Project, the District will pay the Contractor a not to exceed amount of \$ \_\_\_\_\_. Except as provided below, the District will have no obligation beyond this amount. The District has also budgeted \$ \_\_\_\_\_ in contingency funds for ancillary work that may be required, for a total not to exceed amount of \$ \_\_\_\_\_.

Payment will be made to the Contractor on a combination of Unit Cost and Fixed Price Work Items basis in accordance with the Schedule of Values set forth in Exhibit "D" and individual Change Orders issued to the Contractor. For all Unit Price Work, payment will be made in an amount equal to the sum of the extended prices (established for each separately identified

item of Unit Price Work by multiplying the unit price times the actual quantity of that item). However, the total Project cost to the District will not exceed the total agreement amount.

Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes, 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 By April 5<sup>th</sup> and October 5<sup>th</sup> of each year of the Agreement, the Contractor must provide an estimate of total labor hours aggregated across all labor categories spent on the Project for the preceding six month period.
- 4.7 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Cape Haze Ecosystem Restoration Project, RFB #25-4844 in Charlotte County, Florida Agreement between the Southwest Florida Water Management District and \_\_\_\_\_ (Agreement 25CN0004844), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.8 The District will withhold a retainage of five percent of each invoice amount on contracts with a total contract value greater than \$200,000. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "[Exhibit Letter]."
- 4.9 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 The District and the Contractor hereby recognize the Key Work Category Subcontractors to be utilized by the Contractor in the execution of this Project work: \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. Any change in or additions to the Key Work Category Subcontractors requires prior written approval from the District.
- 6.3 No acceptance or approval by the District of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective work or shall create any District liability for the acts or omissions of these individuals or entities.

7. PROJECT MANAGEMENT DOCUMENT ISSUANCE AND AUTHORITY.

- 7.1 Notice to Procure. The District may elect to issue a Notice to Procure prior to the issuance of the Notice to Proceed at the discretion of the District. If the District issues a Notice to Procure, the Contractor will start the process to procure the designated materials, equipment, or otherwise authorized items within [# days to start procurement] business days.
- 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 in Exhibit "[Exhibit Letter]" for additional work on an as needed basis for ancillary Project services.

7.3.1 Owner-Authorized Changes in the Work. Without invalidating the Contract and without notice to any surety, the District may at any time or from time to time, order additions, deletions or revisions in the Work. Changes involving the design (as set forth in the Drawings, Technical Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation. Such changes in the Work may be accomplished by a Change Order, if the District and the Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents except that any claim for an extension of time caused thereby will be considered at the time of ordering such change.

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 seven 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.

7.3.2 The Contractor will initiate a Change Order by submitting a Change Proposal to the District's Project Manager that will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues. The Contractor shall submit each Change Proposal to the District's Project Manager within 30 days after the start of the event giving rise thereto, or other time as indicated in the Technical Specifications, along with sufficient supporting data to substantiate the proposed change in Contract Price or Contract Time (if any). The Contractor shall provide such additional information as the District's Project Manager or Engineer may reasonably request. If the Change Proposal includes a price quote, the District must approve or deny the price quote within 35 days after the District's Project Manager receives the price quote. Any denial notice must specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. 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 unanticipated work is budgeted as Owner's Contingency and is not

to exceed the contingency amount set forth in this Agreement. Contractor shall not submit any Change Proposals after Final Completion is achieved. Additional Change Order procedures included in the Technical Specifications must also be complied with.

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 Work Change Directive. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments. A Work Change Directive must be executed by the District's Assistant Executive Director.

7.3.4 Field Orders. The District's Project Manager may authorize minor changes in the work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on the District and also on Contractor, which shall perform the work involved promptly. If the Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the work at issue, the Contractor shall submit a Change Proposal as provided herein.

## 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 fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the

District, which pursuant to section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of chapter 119, Florida Statutes, and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through the Contractor, the "Exempt & 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. 25CN0004844; Cape Haze Ecosystem Restoration Project  
Project Manager – Robert McDonald

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 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 and include the waiver of subrogation. 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 If the Contractor utilizes Unmanned Aircraft Systems (UAS):

Unmanned Aircraft Systems (UAS) Liability coverage of not less than:

\$1,000,000 each 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. **CORRECTION PERIOD.**

If within one year after the date of Final Completion, including the one-year maintenance period (or such longer period of time as may be prescribed by Technical Specifications or the terms of any applicable special guarantee required by the Contract Documents), the District gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to the District and in accordance with District's written instructions: a) correct the defective repairs to the Site or such adjacent areas; b) correct such defective Work; c) remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by the District; and d) satisfactorily correct or repair or remove and replace any damage to the other Work, to the work of others, or to other land or areas resulting from the corrective measures.

If the District gives notice of defect within 90 days of discovery that such Work or repairs is defective, but after the end of the corrective period, the notice will be deemed a notice of defective Work. If, after receipt of a notice of defect, the Contractor does not promptly comply with the terms of the District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the District may have the defective Work corrected or repaired or may have the rejected work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

Where defective Work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose. This provision shall survive the termination or expiration of this Agreement.

15. **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.

16. 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 the provisions of Exhibit "A," Special Project Terms and Conditions.

17. 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.

18. 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.

19. LAW COMPLIANCE.

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

20. 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>.

21. 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.

22. 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.

23. 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.

24. DRUG-FREE WORKPLACE.

By signing this Agreement, the Contractor warrants it has implemented a drug-free workplace program in accordance with subsection 440.102(15), Florida Statutes.

25. **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.

26. **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.

27. **THIRD PARTY BENEFICIARIES.**

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

28. **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.

29. **SCRUTINIZED COMPANIES OR OTHER ENTITIES.**

Pursuant to section 287.135, Florida Statutes, a company or other entity 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 or Other Entities 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 the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba

or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

30. **NO USE OF 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.

31. **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.

32. **DOCUMENTS.**

The following documents are attached or incorporated herein by reference and comprise the Contract Documents. In the event of a conflict, inconsistency or ambiguity, priority will first be given to this Agreement, then to the documents as listed in order below.

Exhibit "A" Special Project Terms and Conditions  
Payment and Performance Bond  
District's Request for Bids RFB 25-4844 including all Addenda  
Figure 1 – Cape Haze Design Drawings  
Figure 2 – Cape Haze Technical Specifications  
Exhibit "B" Federal Contract Terms & Conditions  
Exhibit "C" Contractor's Progress Schedule  
Exhibit "D" Contractor's Schedule of Values  
Contractor's Response to RFB 25-4844  
Exhibit "E" Sample Forms

The remainder of this page has been intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

Amanda Rice, P.E.  
Assistant Executive Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
CAPE HAZE ECOSYSTEM RESTORATION PROJECT  
CHARLOTTE COUNTY, FLORIDA

**EXHIBIT "A"**  
**SPECIAL PROJECT TERMS AND CONDITIONS**

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. During construction of the Project the Contractor will keep a competent superintendent on the Project site who is authorized to represent the Contractor in 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 Districts' 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. In accordance with section 218.735(7), Florida Statutes (Local Government Prompt Payment Act), 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. If the Total Agreement Amount is \$10 million or more, the parties may extend the time, in writing, to up to 45 calendar days after reaching Substantial Completion.
  - 13.1 The Contractor will contact the District's Project Manager to schedule a joint inspection of the Work to occur within two business days after the Contractor considers the entire Work ready for its intended use, to determine the status of completion. The Contractor shall at the same time submit to the District's Project Manager and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the District does not consider the Work substantially complete, the Contractor will be notified in writing giving the reasons therefor.
  - 13.2 If the District considers the Work substantially complete, the District's Project Manager or Engineer will develop a list of proposed punch list items to be completed by the Contractor within two business days after the inspection. Within five business days from receipt of the proposed list, the Contractor will provide the District's Project Manager and Engineer with the estimated cost to complete each item, including sufficient back-up documentation to support the reasonableness of the estimated costs, and the completion date for each item.
    - 13.2.1 If the District determines the estimated costs appear reasonable, the District will deliver the final list of items to be completed and the estimated costs to the Contractor within five business days of receipt of the estimated costs and supporting documentation.
    - 13.2.2 If the District determines the estimated cost for one or more items do not appear reasonable, the District will advise the Contractor of the disputed cost estimate(s) and the District and the Contractor will work together in good faith to reach resolution within five business days from the District's response. Failure to reach resolution shall be resolved in accordance with the dispute resolution procedure provision in this Agreement.
  - 13.3 Within 20 business days after the District's delivery of the list to the Contractor, the District shall pay the remaining contract balance of Work satisfactorily completed that includes all retainage previously withheld by the District less an amount equal to 150% of the estimated costs deemed reasonable by the District to complete the items on the list.
  - 13.4 Upon completion of all items on the list, the Contractor may submit an Application for Payment for the amount withheld by the District. If a good faith dispute exists as to

whether one or more items identified on the list have been completed pursuant to the Agreement, the District may continue to withhold up to 150% of the total costs to complete such items.

- 13.5 All items that require correction under the Agreement which are identified after the preparation and delivery of the list remain the obligation of the Contractor as defined by the Agreement. 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.
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.

The remainder of this page has been intentionally left blank.

EXHIBIT "B"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
FEDERAL CONTRACT TERMS & CONDITIONS

This Attachment is hereby incorporated into and made a part of this Agreement.

**1. TERMINATION FOR CONVENIENCE**

This Agreement may be terminated by the District without cause upon forty-eight (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.

**2. EQUAL EMPLOYMENT OPPORTUNITY**

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

- (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.
- (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) 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.
- (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.

- (5) The Contractor will comply with all provisions of the rules, regulations, and relevant orders of the Secretary of Labor.
- (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.
- (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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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.

### **3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- (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.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (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 (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 (1) of this section.

- (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 (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (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 (1) through (4) of this section.

#### **4. DEBARMENT AND SUSPENSION**

- (1) This Agreement 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).
- (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.
- (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.
- (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.

#### **5. LOBBYING RESTRICTIONS**

- (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.

(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.

## 6. RECOVERED MATERIALS

- (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:
  - a) Competitively within a timeframe providing for compliance with the Agreement Performance Schedule;
  - b) Meeting Agreement performance requirements; or
  - c) At a reasonable price
- (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>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 7. CHANGES

Except as provided in paragraphs 2 and 7.3 of the Agreement, any changes to the method, price, or schedule of the work must be authorized by an amendment to this Agreement.

## 8. ACCESS TO RECORDS

- (1) The Contractor agrees to provide the District, the Federal Government, 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.
- (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.
- (3) The Contractor agrees to provide the Federal Government access to construction or other work site pertaining to the work being completed under this Agreement.
- (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 Federal Government or the Comptroller General of the United States.

## **9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

The Contractor acknowledges that Department of Commerce 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, DOC policies, procedures, and directives.

## **10. 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.

## **11. 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.

## **12. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

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

## **13. NON-DISCRIMINATION REQUIREMENTS**

The Contractor agrees to comply with the following requirements:

- (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 Agreement; and
- (2) Title VII of Civil Rights Act of 1964, 42 USC § 2000e 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
- (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.

## **14. 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:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (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.

## **15. 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.”

## **16. 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:

- (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;
- (2) All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the Untied 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
- (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.

## 17. ENVIRONMENTAL REQUIREMENTS

The Contractor/Subrecipient acknowledges that the work performed under this Agreement is funded, in whole or in part, with Federal financial assistance from the U.S. Department of Commerce. Therefore, the Contractor/Subrecipient must comply with all applicable environmental standards prescribed under Federal statutes and Executive Orders. The Contractor/Subrecipient must identify to the District any potential environmental impact the work under this Agreement may have. The District, as the recipient of the Federal award, may withhold funds under the prime award if sufficient environmental compliance information is not provided.

Specifically, the Contractor/Subrecipient agrees to comply with the following requirements:

- (1) **National Environmental Policy Act (NEPA)<sup>1</sup>:** The Contractor/Subrecipient must identify any direct, indirect, or cumulative impact that the activities performed under this Agreement will have on the quality of the human environment. The Contractor/Subrecipient must assist the District in complying with NEPA, which may include assisting in drafting environmental assessments or environmental impact statements. The District remains responsible for the final NEPA documentation. Funds related to the prime award may be withheld until appropriate NEPA documentation is complete.
- (2) **National Historic Preservation Act (NHPA)<sup>2</sup>:** The Contractor/Subrecipient must identify any effects the activities performed under this Agreement may have on properties included on or eligible for inclusion on the National Register of Historic Places (including districts, buildings, structures, sites, objects, archeological resources, and sites important to Indian Tribes). The Contractor/Subrecipient must assist the District in consulting with State or Tribal Historic Preservation Officers, the Advisory Council on Historic Preservation, or other parties to identify, assess, and resolve adverse effects on historic properties. Funds related to the prime award may be withheld until NHPA consultations and documentation are complete. The Contractor/Subrecipient must also assist the District in ensuring compliance with the Archeological and Historic Preservation Act of 1974, Executive Order 11593, Executive Order 13006, and Executive Order 13007110.
- (3) **Floodplain Management (Executive Order 11988) and Protection of Wetlands (Executive Order 11990)<sup>3</sup>:** The Contractor/Subrecipient must identify any proposed actions performed under this Agreement that are located in federally defined floodplains and wetlands to enable the District (and DOC) to determine if there is an alternative to minimize harm.
- (4) **Clean Air Act, Federal Water Pollution Control Act (Clean Water Act), and Executive Order 11738:** The Contractor/Subrecipient must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and Executive Order 11738312. The

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<sup>1</sup> The District notes that the analysis has been completed, and no further action from the Subrecipient/Contractor is needed.

<sup>2</sup> The District notes that the initial analysis has been completed. The Contractor/Subrecipient remains obligated to cease all work and notify the District in the event that artifacts are discovered onsite.

<sup>3</sup> The District notes that the analysis has been completed, and no further action from the Subrecipient/Contractor is needed.

Contractor/Subrecipient must not use a facility on the Excluded Parties List (EPL) (SAM.gov) in performing any nonexempt work under this Agreement. The Contractor/Subrecipient must notify the District in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL. This term supplements the existing clauses regarding Clean Air Act and Federal Water Pollution Control Act.

- (5) **Flood Disaster Protection Act:** If applicable, flood insurance is required, when available, for federally assisted construction or acquisition in flood-prone areas associated with the work under this Agreement. The cost of required flood insurance is an allowable expense if it is reflected in the approved project budget.
- (6) **Endangered Species Act:** The Contractor/Subrecipient must identify any impact or activities performed under this Agreement that may involve a threatened or endangered species. The District, as the recipient of the Federal award, has the responsibility to ensure that no adverse effects to a protected species or habitat occur from the funded actions and to conduct the required reviews under the Endangered Species Act.
- (7) **Safe Drinking Water Act of 1974:** Federal financial assistance is precluded for any project that the Environmental Protection Agency determines may contaminate a sole source aquifer threatening public health.
- (8) **Resource Conservation and Recovery Act (RCRA):** The Contractor/Subrecipient must give preference in its procurement programs to purchasing recycled products pursuant to Environmental Protection Agency guidelines. This aligns with the existing requirement to comply with Section 6002 of the Solid Waste Disposal Act.
- (9) **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Community Environmental Response Facilitation Act:** The Contractor/Subrecipient must comply with applicable requirements of these acts related to hazardous substance releases and cleanup responsibilities.
- (10) **Magnuson-Stevens Fishery Conservation and Management Act (MSA):** The Contractor/Subrecipient must identify to the District any effects the work performed under this Agreement may have on essential fish habitat (EFH). Federal agencies funding activities that may adversely impact EFH must consult with the National Marine Fisheries Service (NMFS). NMFS may provide conservation recommendations.

The Contractor/Subrecipient shall include the substance of these environmental requirements in any subcontracts or purchase orders issued under this Agreement.

## **18. OTHER NATIONAL POLICY REQUIREMENTS**

In addition to those national policies identified elsewhere in this Agreement, the Contractor/Subrecipient specifically agrees to comply with the following:

- (1) **Drug-Free Workplace:** The Contractor/Subrecipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102).
- (2) **Foreign Travel (Fly America Act):** The Contractor/Subrecipient must comply with the

provisions of the Fly America Act (49 U.S.C. § 40118). Implementing regulations are found at 41 C.F.R. §§ 301-10.131 through 301-10.143. If the use of a foreign air carrier for any portion of travel is anticipated, the Contractor/Subrecipient must receive prior written approval from the District (as the pass-through entity), which may require obtaining approval from the Federal awarding agency. Failure to adhere to the Fly America Act provisions will result in non-reimbursement for transportation costs where a foreign air carrier was improperly used.

- (3) **Increasing Seat Belt Use:** To the extent applicable, the Contractor/Subrecipient is encouraged to adopt and enforce workplace policies requiring its employees to use seat belts when operating or riding in vehicles on official business.
- (4) **Homeland Security Presidential Directive (Personal Identity Verification):** If performance of work under this Agreement requires personnel to have routine physical access (more than 180 calendar days) to Federally-controlled facilities and/or routine access to Federally-controlled information systems, such personnel must undergo the personal identity verification credential process. The Contractor/Subrecipient must ensure its subrecipients and contractors (at all tiers) performing such work comply with these requirements.
- (5) **Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations:** If activities under this Agreement involve export-controlled items under the Export Administration Regulations (EAR), the Contractor/Subrecipient is responsible for compliance with all applicable laws and regulations, including deemed exports and re-exports provisions. The Contractor/Subrecipient must establish and maintain effective export compliance procedures and secure export-controlled items to prevent unauthorized exports or ensure necessary licenses are obtained. Failure to obtain licenses may subject the Contractor/Subrecipient to enforcement. Compliance with this term does not satisfy obligations regarding items subject to other agencies' controls (e.g., Department of State ITAR). The Contractor/Subrecipient must include these provisions in all lower tier transactions that may involve export-controlled items.
- (6) **Federal Funding Accountability and Transparency Act (FFATA) Reporting:** The Contractor/Subrecipient acknowledges that the District, as the recipient of Federal funds, is subject to FFATA reporting requirements for subawards and executive compensation. If this Agreement constitutes a subaward equal to or greater than \$30,000, the Contractor/Subrecipient must provide the District with the information necessary for FFATA reporting, including a valid Unique Entity Identifier (UEI). The Contractor/Subrecipient must maintain an active registration in SAM.gov if required under 2 CFR § 25.110.
- (7) **Recipient Integrity and Performance Matters:** When the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the Contractor/Subrecipient is subject to the reporting requirements in 2 CFR Part 200, Appendix XII.... This includes reporting credible evidence of Federal criminal law violations involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) in connection with the Federal award. Such disclosures must be made promptly and in writing to the Federal agency, the agency's Office of Inspector General, and the pass-through entity. Failure to make required disclosures can result in remedies described in 2 CFR § 200.339. Reporting matters related to recipient integrity and performance is required in accordance with Appendix XII. The Contractor/Subrecipient must include these integrity

and performance reporting requirements in any subaward made to a private entity.

(8) **Cargo Preference Act of 1954:** If applicable, the Contractor/Subrecipient shall use U.S.-flag air carriers for international air transportation of persons and property to the extent such service is available.

The Contractor/Subrecipient shall include the substance of these requirements in any subcontracts or purchase orders issued under this Agreement, ensuring that lower-tier contractors and subrecipients are also bound by these provisions.

The remainder of this page has been intentionally left blank.

# ATTACHMENT 1

## U.S. DEPARTMENT OF AGRICULTURE

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

---

Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

## **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT "C"  
PROGRESS SCHEDULE

Insert negotiated Progress Schedule, as appropriate, here.

The remainder of this page intentionally left blank.

EXHIBIT "D"  
SCHEDULE OF VALUES

Insert Schedule of Values, as appropriate, here.

The remainder of this page intentionally left blank.

# **EXHIBIT "E"**

# **SAMPLE FORMS**

**Field Order No.**  
**Southwest Florida Water Management District**

**Project:** Cape Haze Ecosystem Restoration Project

**Contractor:** [Contractor]

**Project Engineer:**

**Date:**

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The Contractor is directed to proceed promptly with the following minor change(s) in the Work without changes in Contract Price or Contract Times.

Reference: \_\_\_\_\_  
(Specification Section(s)) \_\_\_\_\_  
(Drawing(s)/Detail(s)) \_\_\_\_\_

Description:

Attachments: (list documents related to the change)

Note: Field Order cannot be utilized to:

- Extend the Substantial or Final Completion dates.
- Increase cost or allocate contingency funds.
- For any changes inconsistent with the purpose of the Work.

RECOMMENDED BY	ACCEPTED/DIRECTED BY
<b>DISTRICT PROJECT MANAGER</b>     <p>By: _____ Print Name: Click or tap here to enter text. Title: Click or tap here to enter text.</p>	<b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</b>     <p>By: _____ Print Name: Click or tap here to enter text. Title: Click or tap here to enter text.</p>

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

**Project:** Cape Haze Ecosystem Restoration Project

**Contractor:** [Contractor]

**Project Engineer:**

**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. 25CN0004844, 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.

RECOMMENDED BY	ACCEPTED BY
<b>ENGINEER</b>  By: _____ Date _____ Print Name: _____	<b>CONTRACTOR</b>  By: _____ Date _____ Print Name: _____
<b>DISTRICT PROJECT MANAGER</b>  By: _____ Date _____ PM NAME _____	<b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT</b>  By: _____ Select or type District signatory name. Date _____

## Summary of Project Change Orders

	<b>Cost</b>	<b>Substantial Completion Date</b>	<b>Final Completion Date</b>
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. 25CN0004844*

#### **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: Cape Haze Ecosystem Restoration Project

To: Southwest Florida Water Management District

Agreement No.: 25CN0004844

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. 25CN0004844

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: Cape Haze Ecosystem Restoration Project  
To: Southwest Florida Water Management District  
Agreement No.: 25CN0004844  
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 assigns, 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: Cape Haze Ecosystem Restoration Project

To: Southwest Florida Water Management District

Agreement No.: 25CN0004844

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**

**Statement Under Section 787.06(13), Florida Statutes  
No Use of 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: \_\_\_\_\_