



## COVER SHEET

### REQUEST FOR BIDS #26-5022 WYSONG-COOGLER WATER CONSERVATION STRUCTURE - PORTABLE COFFERDAM

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

**DIRECT INQUIRIES TO: Ari Horowitz, Procurement Specialist  
TELEPHONE: (352) 505-2970  
Email: [procurement@watermatters.org](mailto:procurement@watermatters.org)  
Posted: Friday, January 9, 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 Wysong-Coogler Water Conservation Structure (WCS) - Portable Cofferdam – RFB 26-5022. These services and materials are more specifically described in this Request for Bids (RFB). The successful Bidder, hereinafter referred to as the Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the Wysong-Coogler Water Conservation Structure project sites.

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

**Tuesday, January 20, 2026**

10:00 a.m. Local Time

Wysong-Coogler Water Conservation Structure  
4790 Northwest 46 Road  
Lake Panasoffkee, Florida 33538

Bidders may enter the water to survey conditions and do measurements during the site visit. All equipment for water entry, surveying, and measuring shall be the responsibility of the bidder.

The District will provide a watercraft to take one representative from each bidder on the water to survey conditions and to take measurements, if desired by the bidder.

Attachment 3 – Waiver and Release for District Vehicle Occupancy will need to be completed by each rider on a District watercraft. Copies will be available at the Site Visit.

Bidders riding on the District's watercraft must wear an appropriate personal flotation device (PFD). The District will provide PFDs for use by bidders however, bidders are welcome to bring their own PFD.



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

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

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

**ALL QUESTIONS MUST BE SUBMITTED TO [PROCUREMENT@WATERMATTERS.ORG](mailto:PROCUREMENT@WATERMATTERS.ORG) IN  
WRITING FOR RECEIPT BY JANUARY 27, 2026, AT 5:00 P.M. LOCAL TIME.**

**BID DUE DATE AND OPENING: FEBRUARY 10, 2026, AT 2:00 P.M. LOCAL TIME.**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR BIDS #26-5022  
WYSONG-COOGLER WATER CONSERVATION STRUCTURE -  
PORTABLE COFFERDAM**

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

Figure 1 – RFB 26-5022 Wysong-Coogler WCS Location Map

Figure 2\* – RFB 26-5022 Wysong-Coogler Site Video

\*Figure 2 file size is too large for upload and is available for viewing at the following link:

<https://vimeo.com/1150453336/0cbc510f28?share=copy&fl=sv&fe=ci>

## **PART I - INTRODUCTION**

### **1.1 INTERNET AVAILABILITY.**

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

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

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

### **1.3 DEVELOPMENT COSTS.**

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

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

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

### **1.5 CORRESPONDENCE.**

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

## 1.6 **QUESTIONS.**

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

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

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is bidder's responsibility to ensure its response is uploaded to the DemandStar website before due date and time. Bids that for any reason are not so received will not be considered. Bidders must submit one complete response package electronically through [www.demandstar.com](http://www.demandstar.com). Instructions on how to submit documents are included with this RFB. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) IS EXPERIENCING TECHNICAL DIFFICULTIES. Bidders are responsible for all costs associated with the preparation of their bids.

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

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

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

To view or listen to bid openings:

**Join Microsoft Teams meeting on your computer or mobile app via**  
<https://bit.ly/49fityn>

Or call in (audio only)

+1 786-749-6127,,782007461# United States, Miami  
Phone conference ID: 782 007 461#

## 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 contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

**1.14 RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the bidder must possess the license(s) as listed on the Bidder Qualification Requirements Attachment and be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. 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 USE OF SUBCONTRACTORS.**

Subcontractors for installation and removal of the cofferdam system are not permitted under this solicitation except in an advisory or supervisory role.

**1.17 BID TABULATION AND NOTICE OF INTENT TO AWARD.**

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

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

**1.18 PROTESTS.**

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

**1.19 EXECUTION OF CONTRACT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the Sample Agreement included in this RFB. Any changes offered by a bidder in its bid response will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or resulting Agreement, bidder must submit its request under the procedure set forth in Questions section. The successful bidder must submit a Certificate of Insurance to the District within ten days from the posting of the Notice of Intent to Award. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the contract. The successful bidder must submit a Payment and Performance Bond within ten days from the issuance of the Notice of Intent to Award by the District unless otherwise authorized in writing by the District. The Contractor will mobilize and commence project work as indicated on the Notice to Proceed from the District.

## **1.20 LAW COMPLIANCE.**

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

## **PART II - GENERAL CONDITIONS**

### **2.1 DEFINITIONS.**

- 2.1.1 **Affidavit:** A written statement in which the signer or affiant verifies that the document is true.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor.  
(A Sample Agreement is attached to this RFB)
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder:** An entity that submits a bid for the Project described in this RFB.
- 2.1.5 **Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 **Contract Documents:** The documents integral to the Agreement resulting from this RFB, including the Agreement, RFB and other documents as identified in the Sample Agreement included in this RFB.
- 2.1.7 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing.
- 2.1.9 **Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans, if applicable.
- 2.1.10 **Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.11 **Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.

2.1.12 **Notice To Proceed:** The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.

2.1.13 **Notice To Procure:** The official letter notifying the Contractor that the contract has been executed and to proceed with the procurement of materials specified in the Notice to Procure.

2.1.14 **Owner Direct Purchases:** Any materials purchased by the District pursuant to the Sample Agreement, Owner Direct Purchase Conditions, included in this RFB.

2.1.15 **Person:** Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or other capacity, whether appointed by a court or otherwise, and any combination of individuals.

2.1.16 **Plans or Drawings:** The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the Contract Documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.

2.1.17 **Principal:** When used in connection with the Bid Bond and the Payment and Performance Bond, "Principal" means the same as "Contractor."

2.1.18 **Reference Documents:** The design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.

2.1.19 **Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.

2.1.20 **Subcontractor:** Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or on behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.

2.1.21 **Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the Engineer, as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the Engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.

2.1.22 **Surety:** The corporation or individual, bound by the Bid Bond, and Payment and Performance Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.

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

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

**2.2 TERM.**

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

**2.3 TAXES.**

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

**2.4 RETAINAGE.**

The District will withhold a retainage of five percent of each Application for Payment 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) 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, b) a Final Release of Lien; and c) a Consent of Surety to Final Payment. Forms to be used are attached to the proposed Agreement.

**2.5 OWNER DIRECT PURCHASES.**

Owner direct purchases are not applicable to this solicitation.

**2.6 FUEL COST ADJUSTMENT.**

A fuel cost adjustment is not applicable to this solicitation.

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

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

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

## **2.8 PUBLIC RECORDS LAW.**

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

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

## **2.9 PUBLIC ENTITY CRIMES.**

Pursuant to sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a response to this RFB, the bidder certifies that it is not on the convicted vendor list. The bidder further agrees to notify the District if placement on this list occurs.

## **2.10 PURCHASES BY OTHER PUBLIC AGENCIES.**

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

## **2.11 DISCRIMINATION.**

Discrimination provision is not applicable to this solicitation.

## **2.12 RESPONSIBLE VENDOR DETERMINATION.**

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

## **2.13 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 Bid, the Bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the 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.

**2.14 EMPLOYMENT OF FLORIDA RESIDENTS.**

Employment of Florida Residents is not applicable to this solicitation.

**2.15 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.

**2.16 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.

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

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

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

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

**2.19 LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

**2.20 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.

## **2.21 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.

## **2.22 BONDING**

**2.22.1 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, if applicable. A sample forfeiture type bid bond is attached to this RFB.

2.22.1.1 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.

2.22.1.2 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.

### **2.22.2 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 on contracts with a total contract value greater than \$100,000. Use of the Payment and Performance Bond form provided in this RFB is required.

2.22.2.1 The Payment and Performance Bond must be for an amount not less than the total agreement amount. 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.

2.22.2.2 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).

2.22.2.3 As required by section 255.05, Florida Statutes, the executed Payment and Performance Bond must be recorded in the public records of the county where the project is located.

2.22.2.4 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.

2.22.2.5 Any increase in the Agreement amount after contract execution, 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.

2.22.3 **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.

## **2.23 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.

## **2.24 TRENCH SAFETY ACT.**

Trench Safety Act is not applicable to this solicitation.

## **2.25 VALUE ENGINEERING.**

Value Engineering is not applicable to this solicitation.

## **2.26 DRAWINGS AND SPECIFICATIONS.**

Drawings and Specifications are not applicable to this solicitation.

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

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

2.27.1 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.

2.27.2 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.

## 2.28 LIQUIDATED DAMAGES.

The Contractor and the District recognize that time is of the essence for the performance of the work and that the District will suffer financial and other losses if the Project is not completed and Milestones not achieved within the times required by this Agreement, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if the work is not completed on time, aside from the additional cost of inspection and supervision. Accordingly, instead of requiring any such proof, the District and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the District \$800.00 for each day that expires after the time specified for any Milestones not achieved and Substantial Completion.

Furthermore, since the additional costs of engineering, construction observation, inspection, and administrative services, and any fines or penalties imposed on the District as a result of the Contractor's failure to attain Substantial Completion and Final Completion are not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all such damages occasioned by the failure of the Contractor to complete the Work within the time fixed for Substantial Completion and for Final Completion as may be extended as provided herein. The amount of liquidated damages together with the additional costs for engineering, inspection and supervision occasioned by the Contractor's delay will be deduced and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and surety for the Contractor shall be liable therefore.

## 2.29 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.

**2.30 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.

**2.31 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.

**2.32 MATERIALS AND EQUIPMENT SCHEDULES.**

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

**2.33 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.

**2.34 GUARANTEE.**

Guarantee is not applicable to this solicitation.

**2.35 ESTIMATED QUANTITIES.**

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

## **2.36 PERMITS AND REGULATIONS.**

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

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified in Part III, Scope and Specifications. If the Contractor observes that the Scope and Specifications are at variance therewith, the Contractor shall promptly notify the District 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, it will bear all costs arising therefrom.

## **2.37 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.

2.37.1 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.

## **2.38 SITE ACCESS.**

The Project site is on District property. Access to the Project site may require District personnel to unlock the structure facility. The Contractor shall receive direction from District on access to the Project site at time of scheduling / notice of service needed. Parking, laydown, or other Project activities will not be permitted outside the fenced in District provided area without written permission from the District. The Contractor is responsible for securing equipment and materials in the laydown and parking areas.

## **2.39 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.

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

#### **2.40 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.

#### **2.41 CONTRACTOR SUPERVISION.**

The Contractor will keep competent supervision on-site during its progress. 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.

#### **2.42 HOURS OF WORK.**

The Contractor may access the Project site and perform work (including but not limited to gathering, loading, hauling, and disposal activities) between sunrise to sunset, seven days per week provided work hours comply with local ordinances of the County in which the work is being performed in the State of Florida. Work on Saturdays or Sundays shall require five business day advance notice to the District's Project Manager. Other hours of work may be authorized at the sole discretion of and in writing by the District Project Manager upon request of the Contractor. The District's working hours, including travel time to/from the District's Brooksville Office, will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than said District working hours will be considered overtime work for the District. As such any inspection services required of the District or its authorized representative during overtime hours will be done at the expense of the Contractor, and such costs will be deducted from payments otherwise due to the Contractor. The cost to be deducted from payment otherwise due the Contractor will be the overtime hours at an hourly rate applicable to the authorized representative.

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

Progress Schedule and Schedule of Values are not applicable to this solicitation.

#### **2.44 JESSICA LUNSFORD ACT.**

The Jessica Lunsford Act is not applicable to this solicitation.

#### **2.45 POTENTIAL FERAL HOG DAMAGE.**

Potential Feral Hog Damage is not applicable to this solicitation.

## **PART III – SCOPE AND SPECIFICATIONS**

The District is soliciting bids from qualified bidders to furnish and deliver, if and when ordered, all required work necessary for installation and removal of a portable cofferdam.

### **3.1 PROJECT DESCRIPTION.**

The District wishes the Contractor to install a portable cofferdam (Portadam or similar/equivalent type system) upstream and downstream of the Wysong-Coogler Water Conservation Structure on the Withlacoochee River in Sumter County (Refer to Figure 1, Wysong Location Map). The Services include but are not limited to installation of the portable cofferdam that will enable the District and its contractor to perform repair work on the structure during which time the District will rent the cofferdam from the Contractor. At the completion of the repair work, the Contractor will remove the portable cofferdam. The project schedule for the Services to ensure coordination with the repair work contractor is provided under Project Schedule section below.

### **3.2 GENERAL REQUIREMENTS.**

- 3.2.1 The bidder's lump sum pricing provided shall be inclusive of all required surveying, calculations, components, appurtenances, shipping/freight, personnel, vehicles, tools, watercraft, crane services, travel labor, travel costs, per diems, lodging, mileage, mobilization/demobilization, and other expenses necessary to provide a complete project.
- 3.2.2 Note: It is anticipated that no other Contractor will be working on the main gate section during installation and removal or provide any resources toward those endeavors.
- 3.2.3 The Contractor shall:
  - 3.2.3.1 be responsible for confirming all measurements and conditions required for a complete and functional cofferdam system.
  - 3.2.3.2 provide all necessary labor, equipment, watercraft, crane services, and materials as necessary to complete the Project as described within this RFB.
  - 3.2.3.3 ship/deliver all materials and parts FOB Destination to the structure location above and shall provide all necessary labor and equipment for offloading and handling of all materials and parts. Lump sum pricing provided shall be inclusive of all freight.
  - 3.2.3.4 be responsible for disposal of any construction debris or other materials, including discarded material, from the Project site and to dispose of these materials offsite in compliance with all laws.
  - 3.2.3.5 be responsible for any pumps or pumping services required for the installation and removal of the cofferdam system. The District shall be responsible for providing pumps and pumping services for ongoing pumping during rental period.

### 3.3 **PROJECT SCHEDULE.**

By submitting a bid response, the bidder affirms that it can meet the Project Schedule as outlined below. Revisions in the project schedule may be necessary to coordinate with the repair work contractor's schedule, weather events, etc.

- 3.3.1 Be available to commence project work in accordance with a Notice to Proceed with an anticipation issuance date of March 2, 2026, and to complete the installation of the cofferdam system by April 10, 2026 (Milestone 1).
- 3.3.2 Be available to commence removal of the cofferdam system after completion of the repair work upon issuance of a Notice to Proceed with an anticipation issuance date of May 8, 2026, and to complete removal of the system and demobilization by May 15, 2026 (Milestone 2).

### 3.4 **SCOPE.**

The installation, rental, and removal of the portable cofferdam (Portadam or similar/equivalent type system) on the upstream and downstream sides shall be concurrent.

#### 3.4.1 Relevant System Features

- 3.4.1.1 Is a free-standing structure without penetrating the ground
- 3.4.1.2 Uses impervious fabric supported by structural steel frames
- 3.4.1.3 Is positioned directly on the riverbed surface that is rocky and not smooth/flat
- 3.4.1.4 It does not cause environmental harm

#### 3.4.2 Measurements

- 3.4.2.1 The total distance from the east side of the main gate to the west side of the main gate is approximately 270 linear feet for each side (upstream and downstream).
- 3.4.2.2 The system shall provide a minimum of fifteen feet of workspace on the upstream side of the structure from the concrete sill of the structure.
- 3.4.2.3 The system shall provide a minimum of ten feet of workspace on the downstream side of the structure from the concrete sill of the structure.
- 3.4.2.4 Termination/tie in of the cofferdam system (upstream and downstream) on the east side of main gate is to the concrete structure of the lock.
- 3.4.2.5 Termination of the cofferdam system (upstream and downstream) on the west side of main gate may be to the land between the Airboat Slide and the concrete or tie into the concrete of the structure on the west side.
- 3.4.2.6 The Airboat Slide and the Lock may not be blocked for use during the rental period. If temporary blockage of either is required during installation and removal of the cofferdam system, the Contractor shall notify the District in writing a minimum of five business days prior to installation and removal.

### 3.4.3 Installation and Removal

The Contractor shall perform a complete installation and removal of the cofferdam system.

### 3.4.4 System Maintenance

- 3.4.4.1 The Contractor shall maintain the cofferdam system in operational status throughout the term of the rental period.
- 3.4.4.2 The Contractor shall respond to requests for maintenance on the cofferdam system within 24 hours and shall be on site within 48 hours unless otherwise authorized in writing by the District.

### 3.4.5 Site Conditions

- 3.4.5.1 Small, medium, and large rocks, as well as debris are expected to be present on the river bottom.
- 3.4.5.2 Uneven river bottom conditions as well as holes may be present on the river bottom.
- 3.4.5.3 The equalized water level is not expected to exceed six feet in depth. The District shall equalize the upstream and downstream water levels prior to and during the duration of the Project.
- 3.4.5.4 Refer to Figure 2, RFB 26-5022 Wysong-Coogler Site Video.

### 3.4.6 Safety

- 3.4.6.1 The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) requirements to include initial and regularly documented safety meetings.
- 3.4.6.2 The Contractor shall maintain and use all required and necessary personal protection equipment to ensure safe operations. Such materials include, but are not limited to: hard hats, hearing protection, flotation devices, chaps, goggles and gloves.
- 3.4.6.3 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment are the responsibility of the Contractor.
- 3.4.6.4 Silt screens, turbidity barriers or curtains, and floating markers with anchors, shall always be available for use when work is being performed.

### 3.4.7 Project Coordination

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

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

- 3.5.1 The Contractor shall be responsible for providing all potable water for all workers under this Agreement and representatives at the Site.
- 3.5.2 The District shall provide sanitary facilities on the Project site.

### **3.6 PAYMENT.**

All pay items shall be paid for in accordance with this section:

- 3.6.1 The total amount of the weekly rental cost or monthly rental cost, whichever is lower, will be paid for each time period after the first month's rental.
- 3.6.2 The District does not guarantee any minimum or maximum rental time after the first month rental under any resulting Agreement.
- 3.6.3 The Contractor may invoice for installation upon completion and acceptance by the District.
- 3.6.4 The Contractor may invoice for the first month rental period upon completion and acceptance by the District of installation.
- 3.6.5 The Contractor may invoice for each additional month rental or partial thereof at the end of each additional month rental period or upon completion and acceptance by the District of removal, as applicable.
- 3.6.6 The Contractor may invoice for removal upon completion and acceptance by the District.
- 3.6.7 Rental time shall start upon completion of installation and acceptance in writing by the District that the Cofferdam system is fully functional.
- 3.6.8 Rental time shall cease when the District notifies the Contractor in writing that the Cofferdam may be removed.

## **PART IV – BID RESPONSE**

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

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

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

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

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

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

- Attachment 1 - Bid Response Form
- Attachment 2 - Bidder Qualification Requirements
- Attachment 4 - Certification Clean Air Act/Clean Water Act
- Attachment 5 - Bid Bond

**4.1.4.2 Forms referenced in this RFB:**

- Attachment 3 - Waiver and Release for District Vehicle Occupancy
- Attachment 6 - Payment and Performance Bond

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

- Attachment 7 - Sample Agreement

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**ATTACHMENT 1**  
**BID RESPONSE FORM**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

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

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**ATTACHMENT 1 (Continued)**  
**BID RESPONSE FORM**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

<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	Cofferdam Rental Per Month	1	\$ _____	Per Month	\$ _____
2	Cofferdam Installation	1	\$ _____	Lump Sum	\$ _____
3	Cofferdam Removal	1	\$ _____	Lump Sum	\$ _____
4	Allowance for Rental after Initial Month	1	\$50,000.00	N/A	\$50,000.00
Total:					\$ _____

<b>TOTAL BID AMOUNT \$</b> _____
<b>TOTAL BID AMOUNT IN WORDS (Type or Clearly Print):</b> _____

<b>ADDITIONAL RENTAL RATE INFORMATION</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1	Cofferdam Rental Per Week (After Initial Month Rental)	Per Week	\$ _____

**ATTACHMENT 1 (Continued)**  
**BID RESPONSE FORM**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

System Manufacturer:	
System Model:	
Manufacturer Website Address:	
Manufacturer Representative:	
Representative Phone Number:	
Representative Email Address:	

**ATTACHMENT 2**  
**BIDDER QUALIFICATION REQUIREMENTS**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

## A. LICENSES:

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

**B. BIDDER REFERENCES:**

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

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

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

The remainder of this page intentionally left blank.

**BIDDER  
REFERENCE FORM 1**

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

- Project at substantial completion within the last five years.
- Contract value of at least \$50,000.
- Involved installation of cofferdam system in a flowing waterway.
- Similar in scope to this Project.
- A minimum of two references shall be from sources other than the District.

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

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

**Part 2: Reference Provider Information:**

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

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

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

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

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

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

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

**Part 3: Project Details performed by Bidder:**

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

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

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

Bidder's Site Superintendent: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER  
REFERENCE FORM 2**

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

- Project at substantial completion within the last five years.
- Contract value of at least \$50,000.
- Involved installation of cofferdam system in a flowing waterway.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

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

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

**Part 2: Reference Provider Information:**

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

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

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

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

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

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

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

**Part 3: Project Details performed by Bidder:**

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

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

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

Bidder's Site Superintendent: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER  
REFERENCE FORM 3**

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

- Project at substantial completion within the last five years.
- Contract value of at least \$50,000.
- Involved installation of cofferdam system in a flowing waterway.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

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

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

**Part 2: Reference Provider Information:**

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

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

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

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

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

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

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

**Part 3: Project Details performed by Bidder:**

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

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

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

Bidder's Site Superintendent: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3**  
**WAIVER AND RELEASE FOR DISTRICT VEHICLE OCCUPANCY**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

The undersigned, and my heirs, assigns, representatives or successors, do hereby voluntarily release and discharge the Southwest Florida Water Management District, its officers, employees, agents, successors, or assigns from any and all claims, losses, damages, or causes of action of any nature whatsoever, and agree to indemnify and hold harmless the Southwest Florida Water Management District, its officers, employees, agents, successors, or assigns from any claim whatsoever, on account of any injury, death, or damage whether directly or indirectly caused by an act, action, neglect or omission of the undersigned arising from the use, operation or occupancy of a Southwest Florida Water Management District watercraft or motor vehicle.

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

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

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

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

**ATTACHMENT 4**  
**CERTIFICATION CLEAN AIR ACT/CLEAN WATER ACT**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

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

I further certify:

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

By:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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

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

**ATTACHMENT 5**  
**BID BOND**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

\_\_\_\_\_, 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 Wysong-Coogler Water Conservation Structure - Portable Cofferdam, Bid Number RFB  
26-5022, 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**  
**PAYMENT AND PERFORMANCE BOND**  
**FOR**  
**REQUEST FOR BIDS #26-5022**  
**WYSONG-COOGLER WATER CONSERVATION STRUCTURE -**  
**PORTABLE COFFERDAM**

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. 26CN0005022 with the District, for the Wysong-Coogler Water Conservation Structure - Portable Cofferdam located in the County of Sumter, 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.

**ATTACHMENT 7  
SAMPLE AGREEMENT  
FOR  
REQUEST FOR BIDS #26-5022  
WYSONG-COOGLER WATER CONSERVATION STRUCTURE -  
PORTABLE COFFERDAM**

AGREEMENT NO. 26CN0005022

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND

WYSONG-COOGLER WATER CONSERVATION STRUCTURE -  
PORTABLE COFFERDAM

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 Wysong-Coogler Water Conservation Structure - Portable Cofferdam in Sumter County, Florida, hereinafter referred to as the "Project"; and

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

Whereas, the District and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the District for services rendered.

Now therefore, the District and the Contractor, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

**1. INDEPENDENT CONTRACTOR.**

The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.

**2. PROJECT MANAGER AND NOTICES.**

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices 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:  
Lazaro Corrales  
2379 Broad Street  
Brooksville, Florida 34604  
(352) 415-0913  
[lazaro.corrales@watermatters.org](mailto:lazaro.corrales@watermatters.org)

Project Manager for the Contractor:  
\_\_\_\_\_  
[Name]  
\_\_\_\_\_  
[Address]  
\_\_\_\_\_  
[City, State, Zip Code]  
\_\_\_\_\_  
[Phone]  
\_\_\_\_\_  
[Email]

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

**3. EFFECTIVE DATE, TERM.**

This Agreement will be effective upon execution by both parties and will expire on July 31, 2026.

Project work tasks must be completed by the dates specified in the Project Schedule section of the RFB unless otherwise authorized in writing by the District.

**4. COMPENSATION.**

Payment will be made to the Contractor in accordance with the Contractor's Bid Response Form set forth in Exhibit "B" and the Payment section of the RFB which may consist of Unit Cost, Lump Sum, and/or Allowance bid line items.

For all Rental Unit Prices, an amount equal to the sum of the extended prices (established for each separately identified item of Rental Unit Price by multiplying the unit price times the actual quantity of that item). However, the total Project cost to the District will not exceed \$\_\_\_\_\_.

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

- 4.1 The District's performance and payment obligations pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6)

District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion; and (8) Progress Report with the Contractor's Project Manager's assessment of the Project's actual progress as compared to the Progress Schedule. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.

- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.
- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than ten days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Wysong-Coogler Water Conservation Structure - Portable Cofferdam in Sumter County, Florida Agreement between the Southwest Florida Water Management District and \_\_\_\_\_ (Agreement No. 26CN0005022), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.7 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, Architect's certificates, additional bonds, or any other things required by this Agreement have been submitted to

the satisfaction of the District's Project Manager.

5. PROJECT WORK.

The Contractor, upon written Notice to Proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform in accordance with the terms and conditions of this Agreement.

Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in this Agreement, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

6. PROJECT TEAM MEMBERS AND SUBCONTRACTORS.

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

7. PROJECT MANAGEMENT DOCUMENT ISSUANCE AND AUTHORITY.

- 7.1 Notice to Procure. Not Applicable to this Agreement
- 7.2 Notice to Proceed. The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed. A second Notice to Proceed will be issued notifying the Contractor that the repair work has been completed by the District's contractor, and to proceed with the removal of the system and demobilization.
  - 7.2.1 Any costs, direct or indirect, arising out of or resulting from a delay in a 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.

8. PROJECT RECORDS AND DOCUMENTS.

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

Contractor will maintain all such records and documents for at least five years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

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

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

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

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

8.3 If, as part of its performance of this Agreement, the Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or firesafety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection,

examination and duplication of public records provisions of chapter 119, Florida Statutes, and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through the Contractor, the "Exempt & Confidential Documents"), then the Contractor agrees to:

- 8.3.1 maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in the Contractor's possession; and
- 8.3.2 only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
- 8.3.3 return to the District as part of the Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) have either been so returned or destroyed. The presence of such returned documents and the Contractor's written certification shall be an additional express condition precedent to the Contractor's final payment invoice being considered a proper payment request or invoice; and
- 8.3.4 include the requirements of this provision in every subcontract of any tier arising out of or related to this Agreement.

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

## 9. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

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

## 10. REPORTS.

The Contractor will provide the District with any and all reports, models, studies, maps, or other documents resulting from the Project at no cost to the District.

## 11. INDEMNIFICATION.

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

## 12. INSURANCE REQUIREMENTS.

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

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

Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.

Agreement No. 26CN0005022; Wysong-Coogler Water Conservation Structure - Portable Cofferdam  
Project Manager – Lazaro Corrales

12.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Worker's Compensation. Vendor shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).

12.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. Vendor shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.

12.4 Notice of Cancellation. The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District a minimum of 30 days' notice prior to any modifications or cancellation of policies, with 10 days' notice of cancellation due to non-payment of premium.

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

12.6 Required Coverage. Vendor shall maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida:

12.6.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, and with no water exclusion; with the following coverage of not less than:

\$1,000,000 per occurrence / \$2,000,000 aggregate

12.6.2 Auto liability insurance with the following coverage of not less than:

Combined Single Limit of \$500,000

- 12.6.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable. If the Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.
- 12.6.4 Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.
- 12.6.5 Coverage (if applicable) under the U.S. Longshore and Harbor Workers Compensation Act.
- 12.6.6 The Contractor shall provide evidence of Marine General Liability insurance (if applicable) with limits of not less than:  
\$1,000,000 per occurrence/\$2,000,000 aggregate
- 12.6.7 The Contractor shall provide evidence of Watercraft Liability insurance if watercraft will be used in the Contractor's scope of work; with limits of not less than:  
\$1,000,000 per occurrence/\$2,000,000 aggregate
- 12.6.8 The Contractor shall provide evidence of Crane Liability and Rigging Liability insurance if a crane will be used in the Contractor's scope of work; with limits of not less than:  
\$1,000,000 per occurrence/\$2,000,000 per aggregate

### 13. BONDING REQUIREMENTS.

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

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

14. TERMINATION WITHOUT CAUSE.

Upon seven days written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy of the District, terminate this Agreement. In such case, the Contractor shall be paid for completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination. The foregoing shall be the Contractor's sole and exclusive compensation in the event of a termination of this Agreement by the District without cause, and the Contractor shall have no claim for demobilization, cancellation or termination charges, lost profits or other compensation for work not performed.

15. DEFAULT.

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

16. RELEASE OF INFORMATION.

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

17. ASSIGNMENT.

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

18. LAW COMPLIANCE.

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

**19. EMPLOYMENT ELIGIBILITY VERIFICATION.**

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

**20. VENUE AND APPLICABLE LAW.**

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

**21. REMEDIES.**

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

**22. ATTORNEY FEES.**

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

23. DRUG-FREE WORKPLACE.

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

24. 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.

25. 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.

26. THIRD PARTY BENEFICIARIES.

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

27. 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.

28. SCRUTINIZED COMPANIES.

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

Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

29. 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.

30. 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.

31. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to the documents as listed in order below.

Exhibit "A" Special Project Terms and Conditions  
District's Request for Bids 26-5022 including all Addenda  
Exhibit "B" Contractor's Bid Response Form  
Contractor's Response to RFB 26-5022  
Exhibit "C" Sample Forms

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

Amanda Rice, P.E.  
Assistant Executive Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
REQUEST FOR BIDS #26-5022  
WYSONG-COUGLER WATER CONSERVATION STRUCTURE -  
PORTABLE COFFERDAM

**AFFIDAVIT**

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

## EXHIBIT "A"

## SPECIAL PROJECT TERMS AND CONDITIONS

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

6.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.

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

8. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors or declare insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the District's Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the District, upon certification by the District's Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven days written notice, terminate the employment of the Contractor, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor will pay the difference to the District. The District's Project Manager will certify the damage and expenses incurred by the District as a result of the Contractor's default.

9. If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the Contractor or of anyone under the Contractor's control, then the Contractor may, upon giving seven days written notice to the District, stop work and recover from the District payment for all work completed to date in accordance with this Agreement. The District will have the option of suspending or terminating the Agreement.

10. In the case of termination of the Agreement before Project completion, for any cause whatever, the Contractor notified to do so by the District, will promptly remove any part or all of his equipment and supplies from the project site. If the Contractor fails to do so, the District will have the right to remove such equipment and supplies at the expense of the Contractor.

11. The District will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the Contractor may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the District's Project Manager.

12. The Contractor is as fully responsible to the District for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as Contractor is for the acts and omissions, or persons directly employed by Contractor. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the District.

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

EXHIBIT "B"  
CONTRACTOR'S BID RESPONSE FORM

Insert Contractor's Bid Response Form, as appropriate, here.

The remainder of this page intentionally left blank.

# **EXHIBIT "C"**

# **SAMPLE FORMS**

# AFFIDAVIT FOR FINAL PAYMENT

Project: Wysong-Coogler Water Conservation Structure - Portable Cofferdam, Sumter County, Florida

To: Southwest Florida Water Management District

Agreement No.: 26CN0005022

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. 26CN0005022 Wysong-Coogler Water Conservation Structure - Portable Cofferdam

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: Wysong-Coogler Water Conservation Structure - Portable Cofferdam, Sumter County, Florida

To: Southwest Florida Water Management District

Agreement No.: 26CN0005022

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: Wysong-Coogler Water Conservation Structure - Portable Cofferdam, Sumter County, Florida

To: Southwest Florida Water Management District

Agreement No.: 26CN0005022

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