

COVER SHEET

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: PROCUREMENT OFFICE (MAIL CODE: BKV-4-PRO)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: Christy Aulicino, Procurement Specialist 2
Phone: 352-796-7211, Ext. 4132; FAX: 352-754-3497; E-mail: Christy.Aulicino@WaterMatters.org

DATE POSTED:
October 26, 2018 at 8:30 a.m.

PROPOSALS WILL BE OPENED:
November 29, 2018 at 2:30 p.m., and may not be withdrawn for 180 days after this date.

MANDATORY PRE-PROPOSAL CONFERENCE: **November 9, 2018 at 10:00 a.m.** at the Tampa Service Office, 7601 US Hwy. 301, Tampa, FL 33637-6759, Building 1, Laurel Oaks Conference Room.

MANDATORY SITE VISIT: **November 9, 2018 at 1:00 p.m.** at the Gully Branch Restoration Project Site "A," 6317 State Road 674, Wimauma, Florida 33598. It is strongly recommended that attendees use 4x4 vehicles to access the site.

Vendors intending to submit a proposal must be represented at the MANDATORY Pre-Proposal Conference and the MANDATORY Site Visit.

TITLE: RFP 001-19 – Gully Branch Upland Restoration Project

SPECIFICATIONS: Upland habitat restoration on approximately 444 acres of predominantly fallow farm fields located in the southeastern reaches of Hillsborough County, Florida

Respondent Name:

Reason for No-Bid:

Mailing Address:

City-State-Zip:

Telephone Number:

FAX Number:

Toll-Free Number:

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I the above signed, as Respondent, hereby declare that I have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Proposals and certify that I am authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS # 001-19
GULLY BRANCH UPLAND RESTORATION PROJECT

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PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, hereinafter referred to as the "Project."
- 1.2 DEFINITIONS.** "Respondent" means any contractor, consultant, organization, firm, or other entity submitting a proposal to this RFP. "Sub-Respondent" means any subcontractor providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a proposal for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.
- 1.4 INTERNET AVAILABILITY, CHANGES, DELAYS, AND ADDENDA.** District solicitations, reference documents, addenda and questions and answers (Q&As) are available for review and may be downloaded from the District's website at: <http://www.WaterMatters.org/procurement> and at: www.demandstar.com. Persons receiving solicitations from the Internet websites are responsible to recheck the website for any addenda or Q&As.
- The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this RFP will be in the form of written Addenda to the RFP documents. Respondents will acknowledge receipt of all Addenda in their proposals.
- No interpretation of the meaning of the specifications or other RFP documents, or correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting RFP documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect the Respondent's risks or obligations or relieve it from fulfilling any and all conditions of this RFP.
- 1.5 PRE-PROPOSAL CONFERENCES. MANDATORY:** The District considers the mandatory pre-proposal conference and site visit to be critical to understanding the proposal requirements and an efficient method of addressing questions. Therefore, representation at pre-proposal conference and site visit is mandatory in order to qualify as a Respondent. Portions of the conference may be recorded however, minutes will not be produced.
- 1.6 RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this RFP providing that one (1) is designated as "Prime" Respondent. The other firms will be referred to as "Sub-Respondent(s)." The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that the proposal is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the Cover Sheet.
- 1.7 CONTINGENCY FEE.** The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award. For breach or violation of this provision, the District will have the right to terminate this award without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 PROPOSAL FORMAT. In order to assist the District's review process, proposals should be prepared utilizing the following format:

- The original hardcopy identified in Section 1.10, Proposal Opening, of this RFP must be provided in a three-ring binder adequate in size to effectively contain the response. The additional five (5) hardcopies identified in Section 1.10, Proposal Opening, of this RFP, must also be provided in separate three-ring binders.
- The electronic copy identified in Section 1.10, Proposal Opening, of this RFP will be provided on a USB flash drive in an exact Adobe™ Portable Document Format File (.PDF) copy of the original. Discrepancies between the original and electronic .PDF copy may result in rejection of the response in accordance with Section 1.15, Right to Accept or Reject Proposals.
- Unless otherwise specifically noted, the response will be on 8.5" x 11" paper printed on both sides.
- Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs and charts which can use 10-point font. All information furnished must be legible.
- All pages will be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.
- For purposes of the page limitations set forth in this RFP, a "page" is considered one side of a sheet of paper.

1.8.1 Letter of Transmittal. This letter should not exceed one (1) page and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.8.2 Organizational Profile and Qualifications. This section of the proposal should provide:

- 1.8.2.1** A description of the Respondent's organization, including location(s), size, range of activities, project team organization chart, current and projected workloads and any other appropriate information to describe the organization. The Respondent's superintendent must be identified in the project team organization chart. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field. The Respondent must explain a) its ability to furnish the required services, b) its (and Sub-Respondents') performance history on similar projects, c) its recent, current and projected workload as related to its willingness to meet the project's timeline and requirements.
- 1.8.2.2** Three (3) references from the Respondent's recent projects similar in scope and complexity to this Project within the State of Florida within the last ten years. Include a contact name, address, telephone number, email address, a brief description of the work performed, the Respondent's total fees and man-hours, start and end dates, and list the names and roles of the project team members proposed for this Project. The projects must be of at least 50 acres in size, restoring similarly altered sites back to native habitats as requested in this RFP. The District and Hillsborough County (County) reserve the right to visit these example project sites during evaluations of the Respondent's proposal.
- 1.8.2.3** Resumes and certifications/licenses of project team members, including years of experience, years with the Respondent, and significant accomplishments. The Respondent should profile its team's qualifications (inclusive of Sub-Respondents), past performance on similar projects, and any relevant education and training.

1.8.2.3.1. Certifications/Licenses that must be provided are as follows:

- Certificate of Authorization - Provide a copy of the company's current business "Certificate of Authorization" for the applicable profession(s) for the Respondent and all Sub-Respondents.
- State of Florida Restricted Use Pesticide License for the Natural Areas Weed Management and Aquatic Pest Control Categories – Provide a copy of the Florida pesticide licenses for each licensed applicator proposed for this RFP in accordance with the Florida Department of Agriculture and Consumer Services licensing requirements.

1.8.2.3.2. Certification/Licenses that should be provided if held by a project team member are as follows:

- Professional Engineers - Provide a copy of the Florida professional engineer (P.E.) license for each P.E. proposed for this RFP in accordance with Chapter 471, Florida Statutes (F.S.).
- Professional Land Surveyors and Mappers - Provide a copy of the Florida professional land surveyor and mapper license for each land surveyor and mapper proposed for this RFP in accordance with Chapter, 472, F.S.
- Architects and Landscape Architects - Provide a copy of the Florida professional license of architect and landscape architect for each architect and landscape architect proposed for this RFP in accordance with Chapter 481, F.S.
- Certified Ecological Restoration Practitioner – Provide a copy of the Society of Ecological Restoration's certification.
- Professional Ecologist Certification (any level) – Provide a copy of the Ecological Society of America's certification.
- State of Florida Stormwater, Erosion and Sediment Control Inspector – Provide a copy of the Florida Department of Environmental Protection's certification.
- State of Florida Authorized Gopher Tortoise Agent – Provide a copy of the Florida Fish and Wildlife Conservation Commission's certification.
- Certified Professional Soil Scientist – Provide a copy of the Soil Science Society of America's certification.
- Certified Arborist – Provide the International Society of Arboriculture's certification.

1.8.3 **Scope of Work.** This section of the proposal should explain the Scope of Work as you understand it. It should detail your approach, time schedule, activities, work products and explain the Respondent's technical and management approach. The Respondent must explain in its proposal its strategies and procedures that it is proposing to use to successfully accomplish the Project in accordance with this RFP.

1.8.3.1 The Scope of Work shall provide for the restoration of the entire approximately 444 acres at one time or in a phased approach to performing the Project (e.g., two phases of restoring 222 acres, etc.).

1.8.4 **Cost.** This section of the proposal should detail all costs associated with completion of the Scope of Work broken down by major category as provided in Subsection 1.8.4.1, Cost Categories. Should the Respondent propose the Project be done in phases, this Cost section must include costs per phase by category, as well as total Project costs per category. The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs must include Florida State sales and any other taxes, except federal

excise tax, applicable to materials purchased by the Respondent in accordance with Florida and federal law. The District anticipates including a reasonable contingency amount as part of the total Project cost.

1.8.4.1 Cost Categories.

- Erosion Control
- Site Preparation
- Harvesting and Seeding/Planting
- Maintenance

1.8.5 Completion of all Proposal Documents. In addition to the proposal submission requirements listed in Subsections 1.8.1 through 1.8.4, all proposal documents and forms included in Subsection 1.8.5.1 must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

1.8.5.1 Forms required with proposal submission:

- Cover Sheet: The Respondent must sign and return the Cover Sheet with their proposal
- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this RFP on each Addendum Form issued with their proposal
- Attachment 2 - Certification Clean Air Act/Clean Water Act: The Respondent must complete and return Attachment 2 - Certification Clean Air Act/Clean Water Act with their proposal
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements: The Respondent must complete and return Attachment 3 - Certification Regarding Drug-Free Workplace Requirements with their proposal
- Attachment 4 - Bid Bond: The Respondent must submit a completed Attachment 4 - Bid Bond with their proposal

1.8.6 Additional Data. Since data not specifically requested should not be included in the previous sections of the proposal, give any additional information which you feel is pertinent for consideration.

1.9 ORAL PRESENTATIONS. The District may request the highest ranked Respondents also make an oral presentation of their proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

Pursuant to Section 286.0113, Florida Statutes (F.S.), oral presentations are exempt from Section 286.011 and Section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.10 PROPOSAL OPENING. One (1) signed original, five (5) copies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the Cover Sheet and required response documents must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before Thursday, November 29, 2018 at 2:30 p.m. Proposals that are not received in a timely manner by this specific office will not be accepted. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge. Proposals will be opened immediately after this date and time, and will remain binding upon the Respondent for a period of 180 days thereafter.

Proposals must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted proposals.

Proposals MUST be identified with the RFP number and "Sealed Proposal - Do Not Open" marked on the sealed package. If proposals are sent via Express Mail, proposals MUST be placed in a sealed envelope properly identified on the outermost Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

The District may make an award within 180 days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If award is not made within 180 days, the proposals shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the proposal is withdrawn. Any proposal that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a proposal, the Respondent agrees to all the terms and conditions of this RFP and those included in the Sample Agreement attached hereto as Attachment 1. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent's acknowledgement of all terms and conditions of this RFP and the District will construe the proposal as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFP or Sample Agreement, the Respondent must submit its request under the procedure set forth in Section 1.11, Technical Questions.

- 1.11 TECHNICAL QUESTIONS.** All questions should be presented in writing to Christy.Aulicino@WaterMatters.org, the address as stated in Section 1.41, Correspondence, or faxed, followed by a written confirmation, to the Procurement fax number at 352-754-3497 for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of proposal opening, and the proposal title and number. Respondents are responsible to check the District's web site as specified in Section 1.4, Internet Availability, Changes, Delays, and Addenda, for the District's responses to the questions presented.
- 1.12 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.
- 1.13 PROPOSAL WITHDRAWAL.** Proposals may be withdrawn by written notice signed by the same person who signed the Cover Sheet and received at any time prior to the opening. Proposals may be withdrawn in person by the Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.
- 1.14 PUBLIC AVAILABILITY OF RECORDS.** Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFP will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and flash drive preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Decision or Notice of Intent to Award pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 1, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

- 1.15 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this RFP, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.
- 1.16 RESPONSIVE/RESPONSIBLE.** At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Proposals that fail to list all Sub-Respondents as required in Section 1.8, Proposal Format, will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Section 1.8, Proposal Format, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents to submit such evidence of their 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 Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent 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 contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub-Respondents to ensure acceptability.
- 1.17 NOTICE OF DECISION.** A notice of decision will be posted for review by interested parties on the District's Internet web site <http://www.WaterMatters.org/procurement>, at www.demandstar.com, and at 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899. Respondents' information will be announced at the public opening and will be available upon request to Christy.Aulicino@WaterMatters.org, in accordance with Section 255.0518, F.S. Respondents' information will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all responses submitted will be subject to review as public records thirty (30) days from the opening of this solicitation or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.
- 1.18 PROTESTS.** Any Respondent who protests the specifications or Notice of Intent to Award, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.19 AGREEMENT INFORMATION AND EXECUTION.** By submitting a proposal, the Respondent agrees to all the terms and conditions of this RFP and those included in the Agreement attached as Attachment 1. The contents of the proposal of the successful Respondent (Contractor) will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this RFP and the District will construe the proposal as though no changes were presented. If a Respondent desires to propose a change to a term or condition of the RFP or Agreement, the Respondent must submit its request under the procedure set forth in Section 1.11, Technical Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, Certificate of Insurance, Progress Schedule and Schedule of Values to the District within ten (10) days from notice that the Contractor has been awarded the contract. Upon approval, the District will

incorporate any contingency funds allocated for this Project, the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence project work within ten (10) business days from the date indicated on the "Notice to Proceed" from the District. A Respondent's failure to accept this condition will result in the cancellation of any award.

- 1.20 INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance under any contract resulting from this RFP.
- 1.21 WITHHOLDING PAYMENT.** 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 agreement with the District.
- 1.22 RETAINAGE.** The District will hold back a retainage of ten percent (10%) of each invoice amount until the Project is fifty percent (50%) complete, thereafter, the District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and vegetation maintenance. Retainage must be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S.
- 1.23 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.
- 1.24 FAILURE TO COMPLETE THE WORK ON TIME.** 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 his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.
- 1.24.1** 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.
- 1.24.2** 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, lock-outs, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this Section.
- 1.25 CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself 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 he has investigated and correlated his observations with the requirements of this RFP and satisfied himself 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 he has satisfied himself 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 documents made a part of this RFP. Any failure by the Contractor to acquaint himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFP. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFP 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 in writing about such condition. 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.

- 1.26 MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.27 TOOLS, SEEDS, PLANTS AND EQUIPMENT.** If at any time before the commencement or during the progress of the work, tools, seeds, 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 his 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.
- 1.28 MATERIALS AND EQUIPMENT SCHEDULES.** As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed, which are not in accordance with the Agreement requirements, will be rejected.
- 1.29 STANDARDS FOR QUALITY AND WORKMANSHIP.** All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high quality job that will operate and function with least maintenance costs.
- 1.30 GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety.
- 1.31 PERMITS AND REGULATIONS.** The Contractor will be responsible to secure all necessary permits for the project. In addition, the Contractor shall apply for, and comply with the requirements of, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.

1.31.1 National Pollutant Discharge Elimination System (NPDES) Permitting: The Contractor will be solely responsible for submitting the State NPDES Notice of Intent (NOI) prior to commencing construction activity; all required monitoring during construction, and the submittal of Notice of Termination (NOT) within 14 calendar days from the date of final stabilization of the Project site. There is a \$250 or \$400 application processing fee associated with filing the State NOI for which the Contractor will be responsible for paying, depending on the area disturbed by construction activities. For disturbed areas greater than 1 acre, but less than 5 acres, the fee is \$250. For disturbed area greater than 5 acres, the fee is \$400. Prior to submitting the NOIs, the Contractor will develop a stormwater pollution prevention plan (SWPPP) in accordance with Part V of the Florida Department of Environmental Protection's (FDEP'S) Generic Permit for "Stormwater Discharge from Large and Small Construction Activities," dated May 2003. A copy of the Generic Permit, along with the NOI and NOT forms, can be downloaded directly from the FDEP'S web site at the following address:

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

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

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

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

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

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

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

1.33 CONTRACTOR SUPERINTENDENCE. The Contractor will keep, on each project site(s) during its progress, a competent superintendent and any necessary assistants. Any personnel changes in the superintendent will require prior written consent of the District. The superintendent will represent the Contractor in his absence. The superintendent will give efficient supervision to the work using his best skill and attention. The superintendent must be identified in project team organizational chart submitted as required in Subsection 1.8.2, Organizational Profile and Qualifications, and can only be substituted with another superintendent that meets the requirements of the Agreement as determined by the District.

1.34 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD). The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the Project, and will be used as the basis of scheduling all work and for determination of contract progress payments. The Progress Schedule will be submitted to the District for review and approval within ten (10) working days from notice of contract award. The Progress Schedule, once approved by the District, will become part of the Agreement.

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

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

1.35 SUBSTANTIAL COMPLETION. Unless otherwise specified in this RFP, is defined as 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.

1.36 TERMINATION WITHOUT CAUSE. The Agreement may be terminated by the District without cause upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Contractor shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work, documented in the Project Budget and are allowed under the agreement. If the agreement is so terminated, the Contractor must promptly deliver to the District copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the Contractor.

1.37 LAW COMPLIANCE. The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFP. 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. The Contractor will obtain and maintain all permits and licenses necessary for its performance under this RFP.

1.38 AMERICANS WITH DISABILITIES ACT (ADA). The District does not discriminate on 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 and activities. Anyone requiring reasonable accommodation

as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; or email 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).

1.39 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a proposal to this RFP, the Respondent certifies that it is not on the convicted vendor list. The Contractor further agrees to notify the District if placement on this list occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (a sample is provided in Exhibit "D," Sample Forms of Attachment 1, Sample Agreement attached to this RFP), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

1.40 EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Contractor's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

1.41 CORRESPONDENCE. Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

Procurement (BKV-4-PRO), Building 4
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899
E-mail: Christy.Aulicino@WaterMatters.org

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this RFP will be sent to the Respondent at the address listed on the Cover Sheet.

The Respondent or persons acting on its behalf may not contact any employee or officer of the District concerning any aspect of this RFP, except in writing to the Procurement Office as provided in this RFP, until the Notice of Decision or Notice of Intent to Award is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

1.42 BACKGROUND CHECKS. The District will require the Contractor to perform a background check on all persons assigned to perform work for the District on behalf of the Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as the Contractor may deem appropriate.

1.43 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the Contractor, purchases may be made under this RFP by other governmental agencies or political subdivisions within

the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

- 1.44 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this solicitation, the Respondent 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 the Respondent's proposal.

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The District hereby solicits offers for the services of a qualified Respondent for the following purpose:

Upland habitat restoration on approximately 444 acres of predominantly fallow farm fields located in the southeastern reaches of Hillsborough County, Florida. The restoration parcels are adjacent to Gully Branch Creek which drains to the Little Manatee River. The Respondent's services are sought to re-establish herbaceous groundcover species that are typical of pine flatwoods, scrubby flatwoods, and sandhill plant communities. The Project is being coordinated by the Surface Water Improvement and Management (SWIM) Program of District in cooperation with the Conservation and Environmental Lands Management Department of the County. To be considered, the Respondent must possess the required certifications/licenses and proposals must include all required documents identified in Section 1.8, Proposal Format. Proposals will be evaluated in accordance with Part V – Evaluation Procedures.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from the Respondents for clarification purposes. At the discretion of the District, the Respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

- 2.2 BACKGROUND INFORMATION.** The District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

- 2.3 TERM OF CONTRACT.** The expected term of the contract resulting from this RFP will be five (5) to seven (7) years, inclusive of the maintenance period, from the execution date.

2.4 PROPOSAL CALENDAR. The following is a list of key dates:

Request for Proposals issued by the District

October 26, 2018

General Request for Proposals questions will be answered by telephone Monday through Friday from 8:00 a.m. to 3:30 p.m., Eastern Time.

Technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) calendar days before the opening date in accordance with the procedure set forth in Section 1.11, Technical Questions. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

All District contact must be through Procurement Office (BKV-4-PRO), Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4132; fax number 352-754-3497; E-mail: Christy.Aulicino@WaterMatters.org.

Mandatory Pre-Proposal Conference (10:00 a.m.)

November 9, 2018

Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Laurel Oaks Conference Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Mandatory Site Visit (1:00 p.m.)

November 9, 2018

Held at: Gulley Branch Restoration Project Site "A"
6317 State Road 674
Wimauma, Florida 33598

Vendors intending to submit a proposal are required to be represented at the MANDATORY Pre-Proposal Conference and the MANDATORY Site Visit per Section 1.5, Pre-Proposal Conferences. The purpose of this conference is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the proposal documents and to view the Project site. Because the District considers such a conference and site visit to be critical to understanding the proposal requirements, representation at the pre-proposal conference and the site visit is MANDATORY to qualify as a Respondent. Minutes of the conference and site visit will not be created.

Due date for Respondents to submit proposals (2:30 p.m.)

November 29, 2018

Evaluation Committee Meeting (10:00 a.m.)

December 13, 2018

Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Governing Board Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Oral Interviews (Times to be determined)**December 20, 2018**

Optional at the sole discretion of the District

Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Governing Board Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Final Evaluation Committee Meeting (10:00 a.m.)**December 21, 2018**

Will only be held if Oral Interviews are conducted

Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Governing Board Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Notice of Intent to Award, anticipated posting date**January 3, 2019****Agreement execution****As soon as practicable****PART III - NATURE OF SERVICES REQUIRED**

3.1 PROJECT DESCRIPTION. The Gully Branch Upland Restoration Project is located within the Little Manatee River watershed, in southeastern Hillsborough County, in Sections 14, 15, and 23 of Township 32, Range 20 (Figures 1 and 2) on public lands owned by the District. The Project is divided into three restoration parcels: Gully Branch "A" (approximately 51 acres), Gully Branch "B" (approximately 282 acres) and Gully Branch "C" (approximately 111 acres). Soils represented in the restoration parcels are dominated by sands (Pomello fine sands, Myakka fine sands, Immokalee fine sands). Soil pH testing at representative sites within the restoration parcels revealed pH values ranging from 7.2-7.6. The Project site is adjacent to or near freshwater wetland communities, with Gully Branch Creek to the east of the parcels. Currently, the majority of the Project site represents fallow farm fields, often dominated by cogon grass (*Imperata cylindrica*), bahiagrass (*Paspalum notatum*), and other non-native plants such as bermudagrass (*Cynodon dactylon*), torpedo grass (*Panicum repens*), natal grass (*Melinis repens*), Brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia spp*), praxelis (*Praxelis clematidea*), hairy indigo (*Indigofera hirsuta*), and Caesar weed (*Urena lobata*). The Project site also contains native species such as: wax myrtle (*Morella cerifera*), broomsedge (*Andropogon virginicus*; *Andropogon spp*), saw palmetto (*Serenoa repens*), flat-top goldenrod (*Euthamia graminifolia*), blackberry (*Rubus argutus*), and various native grasses.

Based on soil type and interpretation of 1938 aerial photography, the majority of the Project site appears to have previously supported pine flatwoods, scrubby flatwoods, and probably sandhill plant communities. Until becoming public property, the property was used for agricultural purposes, with the area's hydrology altered due to construction of agricultural drainage ditches. Also, soils have been physically and chemically altered due to agricultural activities. Cessation of agricultural activities have allowed non-native and nuisance plants to dominate much of the site.

3.2 **WORK OBJECTIVES.**

The objectives of the Gully Branch Upland Restoration Project include:

- 3.2.1 Eradication of all non-native plant species from the Project site to be implemented over a minimum two year period.
- 3.2.2 Re-establishment of native herbaceous groundcover typical of pine and scrubby flatwood plant communities.
- 3.2.3 Three years of maintenance of the Project site to prevent regrowth of non-native and nuisance plant communities that could threaten the survivorship, growth and maturation of the restored native herbaceous plant community.

3.3 **SCOPE OF WORK**

3.3.1 **Site Preparation.** The Contractor shall modify the Project site's environment in a manner that facilitates successful establishment and survival of seeded/planted native species according to the specifications outlined herein. This includes control of various plant species, preparation of the soil, and other measures. At a minimum, the Contractor will:

3.3.1.1 Eliminate bahiagrass, bermudagrass, Florida Exotic Pest Plan Council (FLEPPC) Category I and II non-native plants (2017 list) and other potentially problematic native ("nuisance") plants. "Nuisance" plants are native plants which could impede establishment and survival of seeded/planted native species. "Nuisance" plant examples include, but are not limited to, such species as dog fennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), or ragweed (*Ambrosia artemisiifolia*).

3.3.1.1.1 Control will include repeated herbicide applications for a period of at least two consecutive years immediately prior to seeding/planting.

3.3.1.1.2 The footprint of the Project site includes both the fallow farm fields and the buffer/transitional areas leading to jurisdictional wetlands. The Contractor will be responsible for these buffer/transitional areas up to jurisdictional wetlands.

3.3.1.1.3 The schedule, type and rate of herbicide, and equipment used are left to the discretion of the Respondent. Herbicide application must comply with all state, local, and federal rules and regulations.

3.3.1.1.4 The combined coverage of living non-native plants or other potentially problematic plant species (i.e., nuisance "weed" species) must be less than 5% for a minimum of 120 consecutive days immediately prior to seeding/planting.

3.3.1.1.5 The Contractor will not be permitted to conduct prescribed burns.

3.3.1.1.6 The Project site contains an estimated twelve (12) agricultural drainage features (i.e., swales/ditches) constructed to drain the land for farming purposes. To restore the site's historical hydrology, internal (east-west and north-south) drainage swales/ditches must be filled in such a manner as to match grades on each side of the ditch, thereby promoting natural sheetflow across the site. Prior to filling the swales/ditches, the Contractor will request a field review by the District Project Manager. The District Project Manager

and District engineer will identify which internal ditches should be filled. For purposes of this RFP, the Respondents should assume that all swales/ditches will be filled to match surrounding grade, and ditch filling should occur at the beginning of the two consecutive years of herbicide treatment of the Project site. No off site imported fill material will be used to fill swales/ditches.

3.3.1.1.7 The District will flag native plants to remain. The Contractor is responsible for maintaining flagging and protection of native plants for the duration of the Agreement.

3.3.1.2 Prepare the soil in a manner that ensures adequate seed-soil contact and uniform planting depth throughout the Project site.

3.3.1.2.1 Methods may include disking, rolling, cultipacking, or other methods.

3.3.1.2.2 Prior to planting, the Contractor will be responsible for repairing any areas damaged by feral hogs that impede successful site preparation or planting operations. The Contractor will be responsible for notifying the District of feral hog damage and to inform the District of the location of feral hog damage.

3.3.1.2.3 The Respondents must explain their strategy for erosion control for the Project site. Ground elevations drop from north to south, with drainage to the south, ultimately discharging to the Little Manatee River. The estimated 0.6 mile north to south gradient for the Project site drops from 105' NAVD to 57' NAVD in Gully Branch "A" and "B" and from 89' to 69' NAVD in Gully Branch "C" (Figure 3). Compliance with USEPA NPDES General Permit for Construction Activities is required. Stormwater Best Management Practices (BMPs) will be required for erosion protection. The Contractor will prepare a Stormwater Pollution Prevention Plan (SWPPP), maintain BMPs, and conduct record keeping and reporting to comply with stormwater regulations.

3.3.2 **Harvesting and Seeding/Planting.** Prior to harvesting and seeding/planting the Contractor must obtain District approval that Success Criteria identified in Subsections 3.3.4.1 through 3.3.4.3, has been met and that Project site conditions are acceptable for seeding/planting. The Contractor shall harvest seed or purchase plant material and/or seed suitable for the establishment of native groundcover species and introduce these to the Project site in a manner that facilitates their successful establishment and survival according to the specifications outlined herein. To accomplish this, the Contractor will be required to:

3.3.2.1 Identify the appropriate donor site(s) for harvesting seed, and coordinate a field visit for District and County staff to approve the selected donor site prior to harvest.

3.3.2.1.1 The Respondents must discuss seed mixes that they propose to collect and/or purchase. District and County owned lands may lend themselves for native seed harvest, but neither the District nor the County can guarantee land parcels will be available for seed harvest. For purposes of this RFP, the Respondents should assume that no District or County land parcels will be available for seed harvest. The Respondents must consider a suite of various native understory herbaceous species that normally would be found in a pine flatwoods/scrubby flatwoods system, inclusive of various grasses, legumes, and broadleaf forbs.

- 3.3.2.3.2** Propagules must originate from within the EPA Southern Coastal Plain Level 4 Ecoregions 75b, 75c and 75d (Southwestern Florida Flatwoods, Central Florida Ridges and Uplands & Eastern Florida Flatwoods, respectively, Figure 4) or in suitable habitats from the Southern Florida Coastal Plain. For more information see: <https://www.epa.gov/ecoresearch/ecoregion-download-files-state-region-4#pane-08>.

3.3.2.4 Transport and distribute appropriate seed or outplanting into the Project site using suitable techniques.

3.3.2.4.1 Storage and transport of seed or outplanting must be performed in a manner that does not significantly reduce germination or viability.

3.3.2.4.2 Method, timing and depth of seeding/planting is left to the discretion of the Contractor but must be appropriate for the plant material used.

3.3.2.5 During harvesting and seeding/planting, the Contractor will be responsible for repairing any areas damaged by feral hogs that impede successful harvesting and seeding/planting operations. The Contractor will be responsible for notifying the District of feral hog damage and to inform the District of the location of feral hog damage.

3.3.3 **Maintenance.** After seeding/planting of native plant species into the Project site, the Contractor will implement maintenance measures of all enhanced/restored/created habitats for a three (3) year period that promote the successful establishment and survival according to the minimum requirements herein:

3.3.3.1 Following the distribution of native plant material, the Contractor will periodically conduct herbicide applications to control non-native and nuisance plant species. The schedule, type and rate of herbicide, and equipment used are left to the discretion of the Contractor, subject to the prior approval of the District and County.

3.3.3.2 Water needs for the Project will be the responsibility of the Contractor. Two non-artesian wells are available for use by the Contractor near or within the Gully Branch restoration footprint (Figure 5) but would require submersible pumps or other means to bring well water to the surface. The District does not guarantee the availability of water from these two wells and the Respondent is expected to address all water needs in its proposal.

3.3.3.3 Cover of non-native and nuisance plant species must be below 5% within 60 days following each control event.

3.3.3.4 During the maintenance period, the Contractor will be responsible for repairing any areas damaged by feral hogs that impede Project success. The Contractor will be responsible for notifying the District of feral hog damage and to inform the District of the location of feral hog damage.

3.3.3.5 In addition to non-native plant control, the Contractor may propose maintenance measures (subject to pre-approval by the District and County) that could increase the likelihood of the Project's success.

3.3.4 **Success Criteria.** The Contractor will be expected to meet the following Success Criteria. If the Success Criteria are not met, the Contractor, at its own expense, will be required to correct deficiencies to meet Success Criteria to the satisfaction of the District and County.

3.3.4.1 During the site preparation and maintenance, within 60 days after each herbicide event, the overall cover of non-native and nuisance plant species must be below 5% of the Project site.

3.3.4.2 For at least 120 days prior to seeding/planting, and throughout the three year maintenance period, the combined coverage of non-native and nuisance plant species must be below 5% of the Project site.

- 3.3.4.3 All native plants that are marked by the District and/or County staff prior to the commencement of Project site preparation are to be avoided during the herbicide applications. Special precautions should be taken by the Contractor to ensure that these marked plants are unharmed by herbicide.
- 3.3.4.4 One year after the introduction of native plant material, the mean density of seeded/planted species must be at least 3-5 native plants per square yard. By the end of the third growing year, the mean density of seeded/planted species must be at least 7-10 native plants per square yard. The District's Project monitoring will not be designed to determine the cause of a failure to meet the Success Criteria; therefore, the effect of any fire, flood or drought events or hog damage during the course of the Agreement will be corrected by the Contractor. In the event that the Success Criteria in this Section are not fully met, due to circumstances outside the Contractor's control (e.g., fire, flood, or drought), the District will take into consideration the deviation of weather patterns/climate from the normal and damage to the Project site by feral hogs. Any allowable deviation from the Success Criteria stated in this Section shall be at the sole discretion of the District.
- 3.3.4.5 For at least 180 consecutive days immediately prior to the completion of the Contractor's maintenance responsibilities, the cover of FLEPPC Category 1 and II non-native plant species and native nuisance plant species must occupy less than 5% of the Project footprint.

3.4 PERFORMANCE SCHEDULE. All Construction Work shall be completed within 48 months of the Notice to Proceed. Site Maintenance shall commence following final acceptance of Construction Work. Site Maintenance shall be completed within three (3) years of final acceptance of Construction Work.

3.5 ADDITIONAL PROPOSAL CONSIDERATIONS.

- 3.5.1 The Contractor is responsible for all licenses, fees, or permits that are necessary to accomplish the Project.
- 3.5.2 The County will initially herbicide cogon grass and conduct a prescribed burn at Gully Branch "B" (approximately 282 acres) prior to the Contractor commencing work. This treatment by the County also will address an additional approximately 46 acres bordering and to the east of Gully Branch "B" (Figure 6).
- 3.5.3 As the management entity for the Project site, the County reserves the right to execute prescribed fire for the site as deemed necessary by the County.
- 3.5.4 It is expected that the County will conduct feral hog control for the Project site, but cannot guarantee its effectiveness. Problem areas identified by the Contractor may be subject to selective trapping by the County to reduce damage to soils and vegetation. However, trapping efforts cannot and should not be expected to eliminate feral hog presence or damage.
- 3.5.5 The County will continue its management responsibilities for the public lands adjacent to the Project site, inclusive of addressing non-native and nuisance plants. The Contractor will be responsible for maintenance in accordance with this RFP in the Project site.
- 3.5.6 Although not abundant, State-designated Threatened gopher tortoises (*Gopherus polyphemus*) and their burrows have been observed on the Project site. The Contractor will be required to avoid any disturbance or impacts to gopher tortoises on the Project site. Tortoise burrows will be located and mapped by the County prior to the Contractor commencing work. Any tortoise burrows located after work is underway shall be mapped, marked and avoided by the Contractor. As

appropriate, tortoise burrow surveys will be conducted by the County on potential ditch fill material, and animals will either be temporarily moved by the County or material where burrows are present will be avoided by at least a 25 foot buffer (not available for ditch fill).

- 3.5.7 The Contractor or any of their subcontractors will not enter, by vehicle or foot, the property located immediately south of Gully Branch "B" at any time. Any damage to the barbed wire fence or gate on the south end of Gully Branch "B" will be reported immediately to the County and the District. The Contractor is responsible to repair, within 24 hours, any damage to the barbed wire fence or gate enclosing this property caused by the Contractor.
- 3.5.8 The Contractor shall repair any damage to any District or County fence and/or gate caused by the Contractor.
- 3.5.9 Internal trail roads present within the Project site will be maintained by the Contractor so as to be traversable by vehicle at all times, especially the road access leading through the Project site to the property south of Gully Branch "B". The County will maintain access to Gully Branch "A" and "B" from the CR 674 gate and Gully Branch "C" off Leonard Lee Road during most periods of the year. However, seasonal drought and rainfall may impede access to the Project site by 4-wheel drive trucks. Utility Vehicles (UTVs) and tractors should be able to access the Project site year-round.
- 3.5.10 Access to Gully Branch "A" and "B" is via a gate that requires an access code on the south side of State Road 674 (east of Wimauma). The street address of the State Road 674 County gate is 6317 State Road 674, Wimauma, Florida. Access to Gully Branch "C" is via an easement through a private farm accessed via Leonard Lee Road (address: 1701 Leonard Lee Road, Wimauma, Florida); turn right (west) and follow this trail road through the farm field for approximately 0.5 miles. There is a County gate between the farm boundary and the District property that requires an access code. See Figure 7 for access routes that the Respondents should follow to get to the Project site.

PART IV - INSURANCE REQUIREMENTS

- 4.1 **INSURANCE REQUIREMENTS.** See Insurance Requirements provision in the Sample Agreement.
- 4.2 **BID GUARANTEE.** A Bid Guarantee must accompany the proposal and will be a certified or cashier's check from a national or state bank, or a Bid Bond executed by a surety bond agency acceptable to the District, for not less than five percent (5%) of the amount of the total cost of the proposal, made payable to the Southwest Florida Water Management District, as guarantee that the Respondent will, if awarded the contract, promptly enter into the contract to do the work and furnish the required performance, payment and guaranty bond.

When submittals include more than one proposal, the Respondent should include a single bid guaranty, but it must be for five percent (5%) of the amount of the highest proposal.

After the proposals have been evaluated, the District will, at its discretion, return the guarantee deposits accompanying such proposals to the respective Respondent proposal as in its judgment would not likely be considered in making the contract award. All other proposal guarantees will be held until the contract and performance bond have been executed, after which they will be returned to the respective Respondents whose proposals they accompany.

- 4.3 **BONDING REQUIREMENTS.** Prior to the full execution of the contract by the District, the Contractor, at the Contractor's expense, will provide the District with a suitable Performance, Payment and Guarantee Bond for the total contract amount as security for the faithful performance of all the Contractor's obligations under the contract pursuant to the terms and conditions of Section 255.05, F.S. The 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). The bond must be in a form and with sureties that are acceptable to the District and must provide that it will remain in full force and effect through the date of acceptance of the work by the District, plus one (1) year. If the Project is completed in phases, the District reserves the right to negotiate the release of bond amounts allocable to a completed phase, less any ongoing maintenance for such phase. The Contractor will repair, replace or otherwise correct any defects in the work performed or furnished, which become apparent prior to the expiration of the bond. If the District determines that any part of the Project is defective and requires repair or replacement during the lifetime of the bond, the District will notify the Contractor of the defect in writing. If the Contractor refuses or neglects to repair, replace or otherwise correct the defect within ten (10) days from the date of receipt of such notice, the District has to option to have the work performed or furnished by others and the cost will be paid by the Contractor or its Surety.

PART V - EVALUATION PROCEDURES

- 5.1 REVIEW OF PROPOSALS.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of four (4) or more representatives of the District and Hillsborough County. Each representative will score each proposal using the criteria described in Section 5.2, Evaluation Method and Criteria.

The Evaluation Committee will meet at a public meeting to be held at Tampa Service Office, Building 1, Governing Board Room, 7601 Highway 301 North, Tampa, Florida 33637-6759. At this meeting, the Committee may select a short list of Respondents to provide oral presentations to the Committee, or the Committee may finalize the rankings of the proposals.

Any person deciding to appeal any decision made by the District with respect to any matter considered at this meeting, will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

- 5.2 EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

<u>Category</u>	<u>Point Range</u>
<u>Organization Profile and Qualifications</u>	0 - 30
Ability to furnish the required services (10) / Performance history on similar projects (15) / Recent, current and projected workload (3) / Willingness to meet time and budget requirements (2)	
<u>Technical and Management Approach</u>	0 - 30
Project goals and objectives clearly understood (5) / Quality, creativity and depth of proposal (20) / Commitment of staff and resources (3) / Project management, controls and communications (2)	
<u>Project Team Qualifications</u>	0 - 15
Ability of professional personnel (5) / Past performance with similar projects (5) / Relevant education and training (5)	
<u>Cost</u>	0 - 25

- 5.3 FINAL SELECTION.** The Evaluation Committee members will meet at a public meeting to discuss and rank the proposals. At this meeting, the Committee may select a short list of Respondents to provide oral presentations to the Committee or the Committee may finalize the rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving an individual rank of one (1). The individual rankings will be totaled. In the event of a tie, the raw scores will be totaled, and the higher ranked Respondent will be the Respondent with the highest cumulative raw score.

If the highest ranked Respondents are required to make oral presentations of their proposals, the oral presentations will be conducted at a meeting to be scheduled following the Evaluation Committee Meeting. The initial rankings of the written proposals are subject to change based on consideration of the oral presentation. If the Evaluation Committee selects a short list of Respondents to provide oral presentations to the Committee, the Evaluation Committee will meet at a public meeting to finalize the rankings of the proposals.

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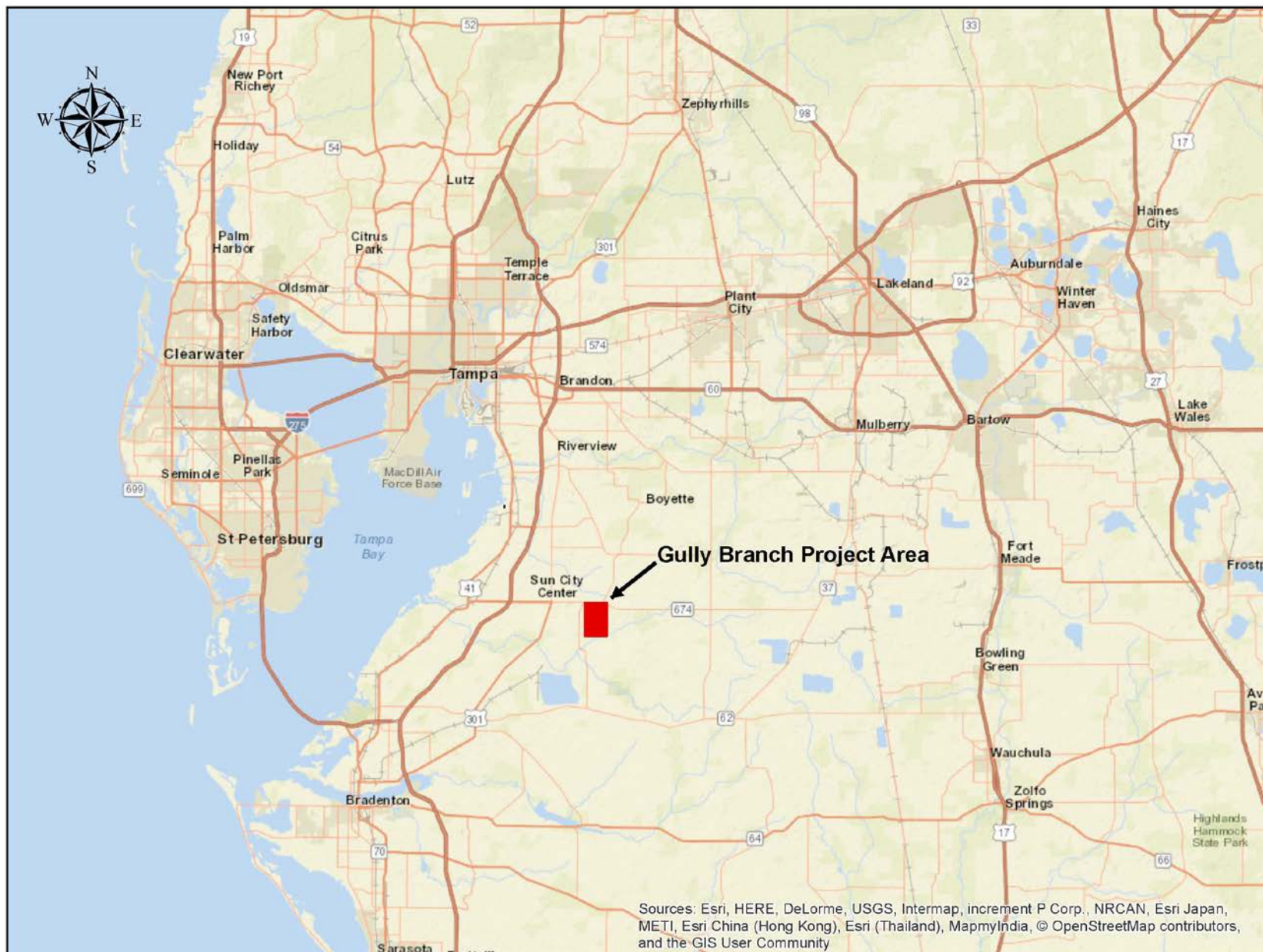


Figure 1. Location Map of Gully Branch Upland Restoration Project Location



Figure 2. Gully Branch Restoration Sectors (red line indicates public property lines, yellow line indicates approximate restoration project boundaries)



Figure 3: Gully Branch Restoration Site Contour Map

1,250 625 0 1,250 Feet



Legend

- Contour 0 ft/large
- Contour 0 ft/large
- GWRWD Acquired Fee
- GWRWD Acquired Less than Fee
- GWRWD Acquired Partial easement
- Highways
- Secondary Roads
- Rivers, Streams, Canals

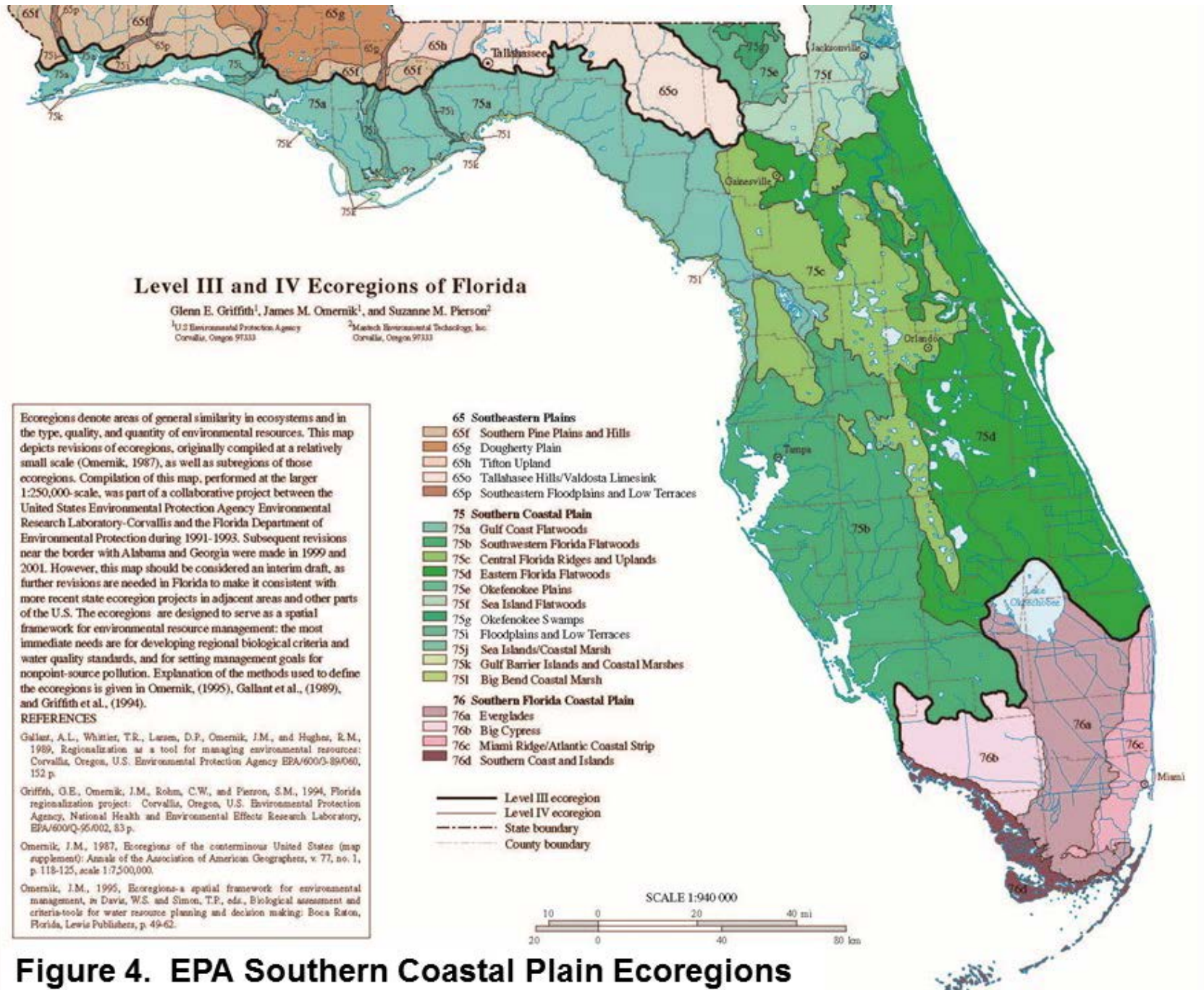


Figure 4. EPA Southern Coastal Plain Ecoregions

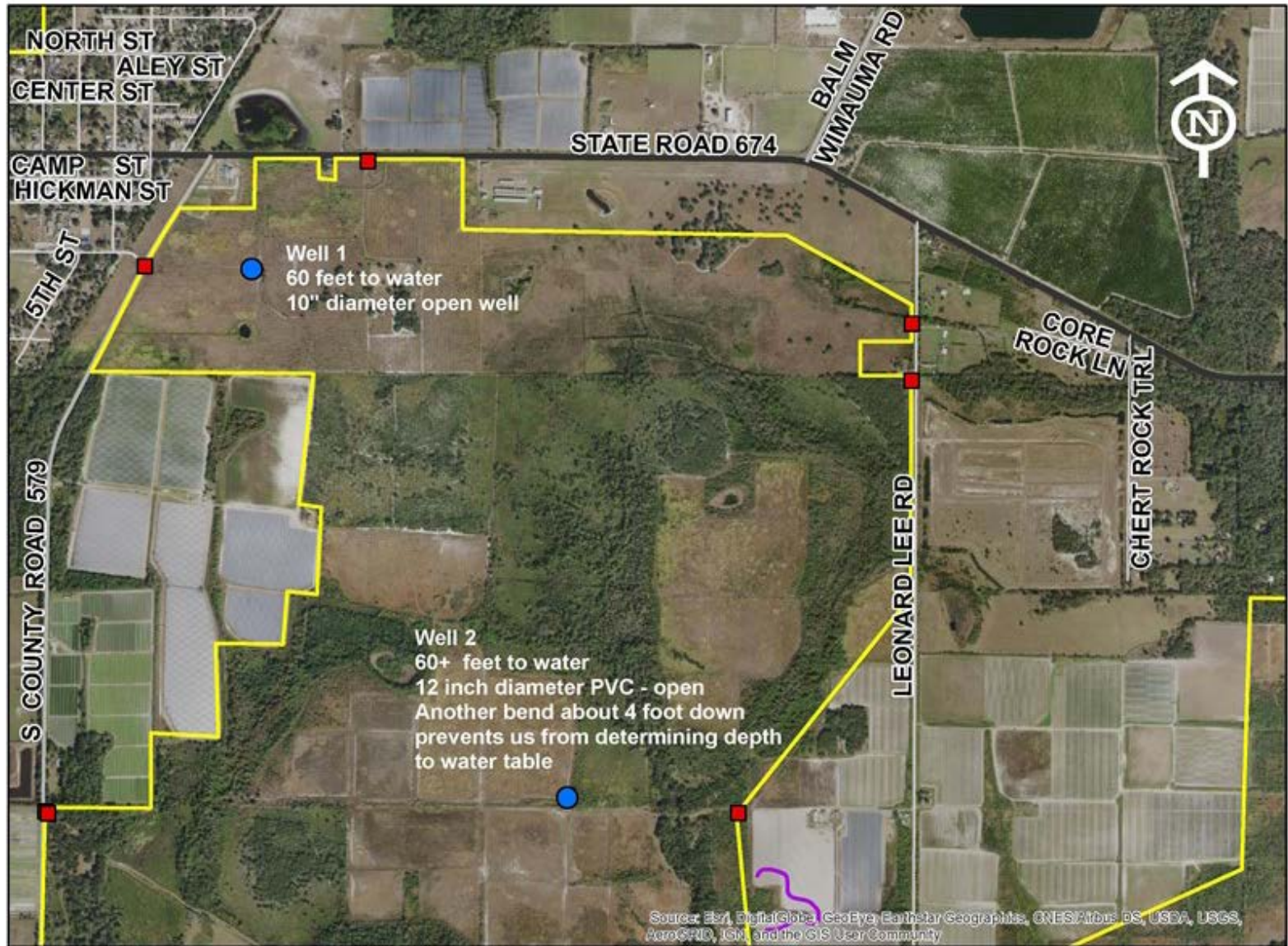


Figure 5. Water Well Locations Gully Branch Area

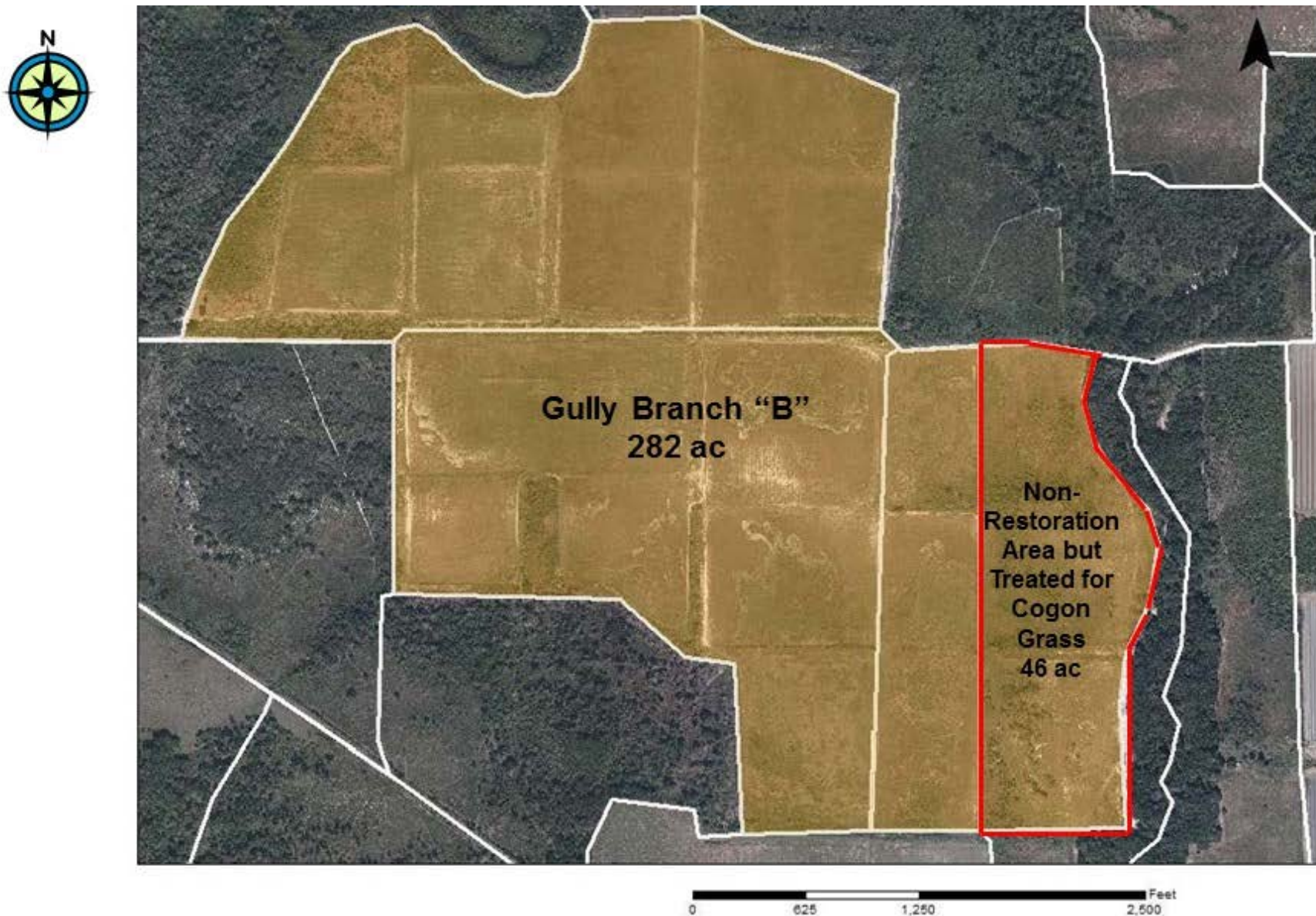


Figure 6. Hillsborough County Cogon Grass Treatment Areas of Gully Branch "B" (328 ac)

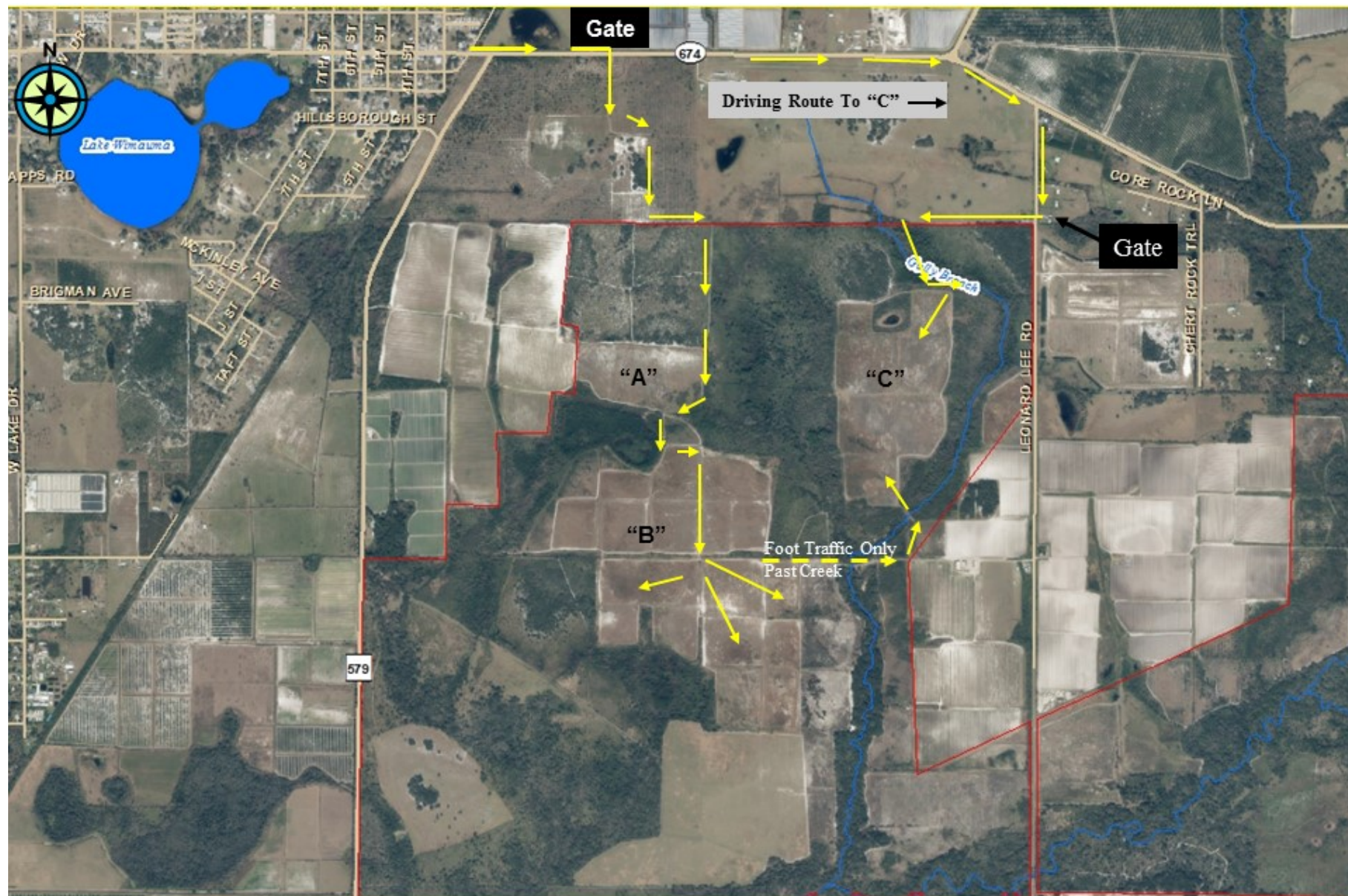


Figure 7. Access Routes to Gully Branch Restoration Sites

**ATTACHMENT 1
SAMPLE AGREEMENT**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
GULLY BRANCH UPLAND RESTORATION PROJECT (W355)

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

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to perform upland habitat restoration on approximately 444 acres of predominantly fallow farm fields located in the southeastern reaches of Hillsborough County, Florida, hereinafter referred to as the "PROJECT"; and

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

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

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

1. INDEPENDENT CONTRACTOR.

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

2. PROJECT MANAGER AND NOTICES.

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

Project Manager for the DISTRICT: Brandt Henningsen/Nancy Norton
Southwest Florida Water Management District
7601 US Highway 301 North
Tampa, Florida 33637-6759

Project Manager for the CONTRACTOR: _____

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

2.1. The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 5, Contract Period.

3. SCOPE OF WORK.

The CONTRACTOR, upon written notice to proceed from the DISTRICT, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Proposals 001-19 ("RFP") including all Addenda, and the CONTRACTOR'S proposal to the RFP, which are both incorporated herein by reference, and Exhibit "B," CONTRACTOR'S Progress Schedule. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.3 herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.

3.1. The DISTRICT and CONTRACTOR hereby recognize the specialized subcontractor expertise of _____, as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team requires prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.

3.2. No acceptance or approval by the DISTRICT of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the DISTRICT to reject defective work or shall create any DISTRICT liability for the acts or omissions of these individuals or entities.

- 3.3. Change Orders may be issued by the DISTRICT Project Manager for additional work on an as needed basis for ancillary PROJECT services. The CONTRACTOR will provide a cost estimate and performance schedule for completing the Change Order. Upon approval of the cost estimate and performance schedule, the DISTRICT Project Manager will issue the CONTRACTOR a notice to proceed with the Change Order. The parties agree that payment for any such ancillary PROJECT services is budgeted as contingency and is not to exceed the contingency amount established by the DISTRICT. Prior to issuing a Change Order under this provision the DISTRICT Project Manager must document the reason for the Change Order and obtain written approval from all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority.

4. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT will pay the CONTRACTOR the sum of _____ Dollars (\$_____). Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted _____ Dollars (\$_____) in contingency funds for ancillary work that may be required, for a total Project Budget of _____ Dollars (\$_____). Payment will be made to the CONTRACTOR on a Fixed Price basis in accordance with the Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in Subparagraph 4.2. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

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

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

- 4.1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2. All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and PROJECT completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the DISTRICT'S dispute resolution procedure.

- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONTRACTOR in writing that the invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the DISTRICT.
- 4.4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5. By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Gully Branch Upland Restoration Project Agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.7. The DISTRICT will hold back a retainage of ten percent (10%) of each invoice amount until the PROJECT is fifty percent (50%) complete, thereafter, the DISTRICT will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and vegetation maintenance. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit stating that the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D."

- 4.8. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. The DISTRICT reserves the right to withhold payment until samples, shop drawings, 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. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties and will remain in effect for ___ years, unless terminated, pursuant to Paragraph 12 or 13 below, or Paragraph 11 of Exhibit "A," or as amended in writing by the parties.

6. PROJECT RECORDS AND DOCUMENTS.

The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. 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 three (3) years following completion of the PROJECT.

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

- 6.2. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@swfwmd.state.fl.us or at the following mailing address:**

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

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

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

7. **OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.**

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

8. **REPORTS.**

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

9. **INDEMNIFICATION.**

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

10. **INSURANCE REQUIREMENT.**

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

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

\$1,000,000 Per Occurrence

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

Bodily Injury Liability per Person.....	\$100,000
Bodily Injury Liability per Occurrence.....	\$300,000
Property Damage Liability.....	\$100,000
or	
Combined Single Limit.....	\$500,000

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

- 10.4. The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. 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, F.S. and a certificate of exemption from workers' compensation coverage.

- 10.5. The CONTRACTOR must deliver to the DISTRICT, prior to commencing any work under this Agreement, a Performance, Payment and Guarantee bond which is satisfactory to the DISTRICT and equal to one hundred percent (100%) of the contract amount as set forth below in Paragraph 11.

- 10.6. The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

- 10.7. The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

11. BONDING REQUIREMENTS.

Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guaranty Bond in the amount of _____ Dollars (\$_____) as security for the performance of all the CONTRACTOR'S obligations under this Agreement pursuant to the terms and conditions of Section 255.05, F.S. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect through the date of

acceptance of the work by the DISTRICT, plus one (1) year. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms of this Agreement which become apparent prior to the expiration of the bond. If the DISTRICT determines that any part of the PROJECT is defective and requires repair or replacement during the lifetime of the bond, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise correct the defect within ten (10) days from the date of receipt of such notice, 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 Agreement amount will require the CONTRACTOR to automatically increase the Performance, Payment and Guaranty Bond to equal the revised amount of the Agreement. The CONTRACTOR must provide the DISTRICT with evidence of same prior to commencing the additional work.

If the PROJECT is completed in phases, the DISTRICT may, in its sole discretion, negotiate release of the bond amount allocable to the phase of the PROJECT accepted by the DISTRICT, less the ongoing maintenance work for such phase.

12. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Budget, and are allowed under this Agreement.

13. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (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. In addition to the above, the DISTRICT may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A."

14. RELEASE OF INFORMATION.

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

15. ASSIGNMENT.

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

16. LAW COMPLIANCE.

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

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

The CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONTRACTOR employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

18. VENUE AND APPLICABLE LAW.

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

19. REMEDIES.

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

20. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. 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, F.S. This provision shall survive the termination or expiration of this Agreement.

21. DRUG-FREE WORKPLACE.

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

22. SUBCONTRACTORS.

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

23. DISADVANTAGED BUSINESS ENTERPRISES.

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

24. THIRD PARTY BENEFICIARIES.

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

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.

26. SCRUTINIZED COMPANIES.

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

By signing this Agreement, the CONTRACTOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONTRACTOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. DOCUMENTS.

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

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" CONTRACTOR'S Progress Schedule
Exhibit "C" CONTRACTOR'S Schedule of Values
Exhibit "D" Sample Forms
DISTRICT'S Request for Proposals RFP 001-19
CONTRACTOR'S Proposal to RFP 001-19

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

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

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
GULLY BRANCH UPLAND RESTORATION PROJECT (W355)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	_____	_____
RISK MGMT	_____	_____
CONTRACTS	_____	_____
BUREAU CHIEF	_____	_____
DIRECTOR	_____	_____
GOVERNING BOARD	_____	_____

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the PROJECT.
2. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT site on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. One Notice to Proceed will be issued by the DISTRICT as follows:
 - 6.1 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 6.2 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the CONTRACTOR. Claims by the CONTRACTOR for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the DISTRICT. The CONTRACTOR'S sole remedy is an extension of time to complete the PROJECT to account for any such delay.
7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
 - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an

order stopping all or any part of the work. Claims by the CONTRACTOR for additional compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.

- 7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.
- 7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
8. The CONTRACTOR will at all times protect its work from damage and will protect the DISTRICT'S property against injury or loss arising in connection with this PROJECT. The CONTRACTOR will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the DISTRICT. The CONTRACTOR will protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The CONTRACTOR will, at all times, protect public and privately owned property in and around the PROJECT site, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from the CONTRACTOR'S failure to provide such protection will be promptly repaired or restored at the sole expense of the CONTRACTOR.
9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the DISTRICT'S Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the CONTRACTOR is not grounds for initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.

The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.

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

11. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.
12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the PROJECT site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with the Schedule of Values attached to Agreement.
16. The CONTRACTOR is as fully responsible to the DISTRICT for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as CONTRACTOR is for the acts and omissions or persons directly employed by CONTRACTOR. Prior to commencing work, the CONTRACTOR will provide the DISTRICT with a photocopy of all

required licenses and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the DISTRICT.

17. The CONTRACTOR and the DISTRICT will develop a single list of items required to render the services purchased by the DISTRICT under this Agreement, complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching substantial completion according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the PROJECT to occur after reaching 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 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
 - 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
 - 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.
18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

The remainder of this page intentionally left blank.

EXHIBIT "D"
SAMPLE FORMS

**PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR
GULLY BRANCH UPLAND RESTORATION PROJECT**

State of _____

Bond No. _____

County of _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ as
Principal, whose principal business address and telephone number are

hereinafter referred to as "Principal," and _____ as
Surety, a corporation duly existing and organized under the laws of the State of _____
having its home office in the City of _____ and licensed to do business in the State of
Florida, whose current business address and telephone number are listed as

hereinafter referred to as "Surety," are held and firmly bound unto the Southwest Florida Water
Management District, as Owner, whose address is 2379 Broad Street (U.S. 41 South), Brooksville,
Florida, 34604-6899, and whose telephone number is (352) 796-7211, hereinafter referred to as the
"District," in the sum of _____ Dollars (\$_____), as may
be increased through contract modifications, for the payment of which the Principal and Surety bind
themselves, their respective heirs, administrators, executors, personal representatives, successors and
assigns jointly and severally.

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

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

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this
Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner
prescribed in the Agreement;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes,
supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of
the work provided for in the Agreement;

(iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement;

(iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement; and,

(v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement,

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

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

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

(i) Each and every person, natural and artificial, for whose benefits this Bond has been executed, as disclosed by the text of this Bond and of the Agreement shall have the same several rights of suit or action upon this Bond, as if he or they were the District herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons and of the District; provided that the notice requirements and time limitations of Section 255.05, Florida Statutes, as amended, are met;

(ii) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit;

(iii) In case of annulment or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal services, incidental to collecting losses to the District under this Bond; and

(iv) This Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the District and the Principal guarantees to correct or replace for said period of one (1) year all work performed or furnished according to the terms of the Agreement, and the Principal shall make good defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the District needs to be replaced, corrected or made good during that time, the District shall so notify the Principal in writing. If the Principal refuses or neglects to do such work within five (5) days from the date of service of such notice, the District shall have the work done by others and the cost thereof shall be paid by the Principal or the Surety.

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

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

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

ATTEST:

(Corporate Seal)

(Print Name of Principal)

Secretary as to Principal

BY: _____
Title:
As authorized agent for Principal

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY: _____
Authorized Agent for Surety

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

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

**PUBLIC ENTITY CRIMES STATEMENT
FOR
GULLY BRANCH UPLAND RESTORATION PROJECT**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

CONTRACTOR: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201____
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as
identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

in connection with the construction of _____

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

WITNESSES:

Signed _____
By _____

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

Notary Public, State of Florida at Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

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

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

IN WITNESS WHEREOF, I, _____ have hereunto set my
hand and seal, this _____ day of _____, 201__.

WITNESS:

OFFICER:

_____ (SEAL)

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

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

PROJECT: GULLY BRANCH UPLAND RESTORATION PROJECT

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: GULLY BRANCH UPLAND RESTORATION PROJECT

CONTRACT DATE: _____

CONTRACTOR: _____

_____ SURETY COMPANY, on bond of

(here insert name and address of Contractor)

CONTRACT, 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 this _____ day of _____, 20__.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

**ATTACHMENT 2
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
GULLY BRANCH UPLAND RESTORATION PROJECT
PROPOSAL NUMBER RFP 001-19**

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

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

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

Name of Authorized Representative

Date

ATTACHMENT 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
GULLY BRANCH UPLAND RESTORATION PROJECT
PROPOSAL NUMBER RFP 001-19

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

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

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

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

Company: _____

By: _____

Signature of Authorized Representative Date

**ATTACHMENT 4
BID BOND
FOR
GULLY BRANCH UPLAND RESTORATION PROJECT
PROPOSAL NUMBER RFP 001-19**

State of Florida

Know all men by these presents, that, _____ as Principal and _____, as Surety, are held and firmly bound unto the Southwest Florida Water Management District (District) in the sum of _____ Dollars (\$_____) (five percent (5%) of the amount proposal) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the principal has submitted the attached Proposal, dated _____ for the _____.

NOW, THEREFORE, if the principal shall not withdraw said Proposal within 180 days after date of opening thereof, and shall within ten (10) days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's RFP and the Respondent's proposal, with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, 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 said principal.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, A.D., 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

(Corporate Principal or Company Name)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____ (SEAL)
Secretary	Signature of Authorized Company Official

(Title)

(Corporate Surety)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____
	(Signature of Surety Official, Title)