



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR BIDS (RFB) 1817

DEBRIS REMOVAL SERVICES

SOLICITATION NUMBER: RFB 1817

SOLICITATION TITLE: DEBRIS REMOVAL SERVICES

DESCRIPTION: The Southwest Florida Water Management District (District) is seeking bids from responsive and responsible bidders for Hurricane-Generated Debris Removal Services (Services) at specified locations as outlined in this RFB.

AWARD/TERM: The District intends to issue an agreement resulting from this RFB that will be effective upon execution by the parties and will remain in effect for a period one (1) year thereafter, unless terminated or amended. Services shall commence within ten (10) business days from the issuance of a Notice to Proceed after the execution of an Agreement and must be completed within 150 days, subject to extension at the District's discretion in the event of reasonable delays.

DISTRICT CONTACT PERSON: Steve Stewart, Procurement Manager
Southwest Florida Water Management District
Procurement Section (Mail Code: BKV-4-PRO)
2379 Broad Street, Building 4
Brooksville, FL 34604-6899
steve.stewart@watermatters.org
Phone: (352) 796-7211, Ext. 4137
Fax: (352) 754-3497

SUBMISSION REQUIREMENTS: A bid must consist of one (1) signed original (marked original), three (3) copies, and one (1) USB flash drive containing an exact electronic duplicate of the signed original as an Adobe Portable Document Format (.PDF) file.

SOLICITATION RELEASE DATE: April 27, 2018

**PRE-BID CONFERENCE:
(MANDATORY)** May 4, 2018 @ 2:00PM Eastern Time (ET)
Southwest Florida Water Management District
170 Century Boulevard
Bartow, FL 33830-7700

DEADLINE FOR QUESTIONS: No later than ten (10) days prior to the bid due date

BID DUE DATE: May 18, 2018 @ 4:00PM ET

BID OPENING DATE: May 18, 2018 @ 4:01PM ET

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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DEBRIS REMOVAL SERVICES

TABLE OF CONTENTS

PART I - INTRODUCTION

- 1.1 Internet Availability
- 1.2 Americans with Disabilities Act (ADA)
- 1.3 Correspondence
- 1.4 Eligibility
- 1.5 Questions or Clarification
- 1.6 Pre-Bid Conference
- 1.7 Bid Receipt and Opening
- 1.8 Delays, Changes and Addenda
- 1.9 Cancellation
- 1.10 Bid Withdrawal
- 1.11 Bid Signature and Form
- 1.12 Sealed Bids
- 1.13 Rejection of Bid
- 1.14 Responsive/Responsible
- 1.15 References
- 1.16 Bid Tabulation and Notice of Award
- 1.17 Bid Protests
- 1.18 Purchases by Other Public Agencies
- 1.19 Law Compliance
- 1.20 Conflict of Interest
- 1.21 Restricted Discussions
- 1.22 Lump Sum Bid Price
- 1.23 Execution of Agreement

PART II – GENERAL CONDITIONS

- 2.1 Term
- 2.2 Estimated Quantities
- 2.3 Taxes
- 2.4 Public Records Law
- 2.5 Public Entity Crimes
- 2.6 Employment Eligibility Verification
- 2.7 Indemnification
- 2.8 Subcontractors
- 2.9 Disadvantaged Business Enterprises
- 2.10 Assignment
- 2.11 Termination Without Cause
- 2.12 Default
- 2.13 Remedies
- 2.14 Insurance
- 2.15 Protection of Work and Property
- 2.16 Retainage
- 2.17 Manufacturer's Name and Approved Equivalents
- 2.18 Bonding
- 2.19 Archaeological, Historical and Cultural Sites
- 2.20 Drawings and Specifications
- 2.21 Failure to Complete the Work on Time

- 2.22 Contractor's Understanding
- 2.23 Materials, Appliances, Employees
- 2.24 Tools, Plants and Equipment
- 2.25 Standards for Quality and Workmanship
- 2.26 Guarantee
- 2.27 Protection of Work and Property
- 2.28 Construction Access
- 2.29 Contractor's Superintendence
- 2.30 Progress Schedule and Schedule of Values (Post-Award)
- 2.31 Federal Funding Requirements

PART III - SCOPE AND SPECIFICATIONS

- 3.1 Project Description
- 3.2 Scope
- 3.3 Performance Schedule
- 3.4 Work Products Required

PART IV – BID RESPONSE

- 4.1 Basis for Award of Agreement

ATTACHMENTS

- Attachment 1 - Bid Response Checklist
- Attachment 2 - Bid Response Form
- Attachment 3 - Equipment Form
- Attachment 4 - References Form
- Attachment 5 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 - Public Entity Crimes Statement
- Attachment 7 - Certification Regarding Lobbying
- Attachment 8 - Bid Bond
- Attachment 9 - Affidavit/Final Release of Lien
- Attachment 10 - Consent of Surety Company to Final Payment
- Attachment 11 - Performance, Payment and Guaranty Bond
- Attachment 12 - Sample Agreement for Debris Removal Services
- Attachment 13 - Peace Creek Canal Index Map
- Attachment 14 - Peace Creek Canal Mapbook
- Attachment 15 - Measurement and Payment

PART I – INTRODUCTION

The Southwest Florida Water Management District (District) is one of five regional districts authorized under Chapter 373 of the Florida Statutes to preserve and protect water resources, minimize flood risks, and ensure the public's water needs are met. 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.

The District is seeking bids from responsive and responsible bidders for Hurricane-Generated Debris Removal Services (Services) at specified locations as outlined in this RFB. The District has established property owner license authorizations and access points for some locations and currently working to obtain same for the others; hence bidders are asked to bid all locations but may or may not be able to service all of them. Prior to submitting a bid, it is advisable that bidders carefully review this RFB in its entirety to be thoroughly informed regarding any and all conditions and requirements that may affect the delivery of Services. No allowances will be made due to a lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this solicitation. It is understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the District.

The Services are expected to be funded through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS).

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Bidders receiving solicitations from the District's Internet website are solely responsible for regularly checking the website for any changes or addenda.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs or 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 Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this solicitation must be sent to the District Contact Person set forth in this solicitation and to the bidder contact person provided on the Bid Response Form.
- 1.4 ELIGIBILITY.** Bids will only be considered from firms which are regularly engaged in the business of providing the Services requested in this RFB, and who have verifiable evidence of the following:
 - Appropriate licensure and the ability to maintain acceptable insurance to provide the Services solicited under this RFB;
 - The ability to comply with the term or performance schedule of any agreement resulting from this RFB;
 - A satisfactory record of performance, integrity and ethical business practices; and
 - Eligibility to receive an award under applicable laws and regulations.
- 1.5 QUESTIONS OR CLARIFICATION.** All questions or clarifications concerning this solicitation shall be submitted in writing to the District Contact Person below by e-mail or facsimile (fax), e-mail being the preferred method. The solicitation number and title must be referenced on all correspondence. All questions must be received **no later than ten (10) days prior to the bid due date**. Bidders are solely responsible for regularly checking the website(s) listed in *Paragraph 1.1, Internet Availability*, for the District's responses to questions presented.

District Contact Person: Steve Stewart, Procurement Manager
Southwest Florida Water Management District
Procurement Section (Mail Code: BKV-4-PRO)
2379 Broad Street, Building 4
Brooksville, FL 34604-6899
steve.stewart@watermatters.org

- 1.6 PRE-BID CONFERENCE.** Bidders must attend the **mandatory** pre-bid conference at the date, time and location below:

May 4, 2018 @ 2:00PM ET
Southwest Florida Water Management District
170 Century Boulevard
Bartow, FL 33830-7700

- 1.7 BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form with all blanks filled in. To be considered a valid bid, one (1) signed original (marked original), three (3) copies, and one (1) USB flash drive containing an exact electronic duplicate of the signed original as an Adobe Portable Document Format (.PDF) file must be sealed and delivered (as specified in *Paragraph 1.12, Sealed Bids*) to the District Contact Person on or before the bid due date of **May 18, 2018 @ 4:00PM ET** at the address listed above in *Paragraph 1.5, Questions or Clarification*. **E-mail or facsimile (fax) bids will not be accepted.**

Bids that are not received by this specified bid due date and time will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after the due date and time and will remain binding upon the bidder for a period of 90 days thereafter.

- 1.8 DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled solicitation dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in *Paragraph 1.1, Internet Availability*. Bidders receiving the RFB from the District's Internet website are solely responsible for regularly checking the website for any changes or addenda related to this RFB.

- 1.9 CANCELLATION.** The District reserves the right to cancel this solicitation and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website identified in *Paragraph 1.1, Internet Availability* and sent to all bidders. No bidder will have any rights against the District arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids.

- 1.10 BID WITHDRAWAL.** Bids may only be withdrawn prior to the specified bid due date and time set forth in *Paragraph 1.7, Bid Receipt and Opening*, if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.

- 1.11 BID SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

- 1.12 SEALED BIDS.** The Bid Response Form must be submitted in a sealed envelope. The solicitation number, solicitation name, and the specified bid due date in *Paragraph 1.7, Bid Receipt and Opening*, must be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents must be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above must be on the outer envelope.

- 1.13 REJECTION OF BID.** The District reserves the right to reject any and all bids, or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscured or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

- 1.14 RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders 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 bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and

responsible. The District reserves the right before awarding the bid, to require a bidder and its subcontractors 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 bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed contractors to ensure acceptability.

1.15 REFERENCES. On *Attachment 4, References Form*, each bidder must provide **a minimum of three (3) references** that demonstrate the bidder's experience and expertise in providing services similar to those listed in this solicitation.

1.16 BID TABULATION AND NOTICE OF AWARD. Bid recaps (listing the name of each bidder who responded to this solicitation and the price submitted) will be posted on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. Pursuant to Section 119.071(1) (b), F.S., all responses submitted will be subject to review as public records thirty (30) days after the bid opening date or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day period.

The District will award an Agreement in accordance with *Paragraph 4.1, Basis for Award of Agreement*.

1.16.1 The Notice of Intent to Award will be posted on the websites stated above and in the District's Building No. 4 Lobby located at 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899.

1.16.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment only. Bid recaps and bid tabulations will not be provided by telephone or fax.

1.17 BID PROTESTS. Any bidder who protests this solicitation or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.

1.18 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful Bidder ("Bidder" or "Contractor"), purchases may be made under this bid 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 Florida State or political subdivision or other public entity to bid any or all of these items independently.

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

1.20 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. Bidders must disclose in their bids the name(s) of any officer, director, or agent who is also a public employee. Further, all bidders must disclose the name(s) of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

1.21 RESTRICTED DISCUSSIONS. From the date of issuance of this solicitation until final District action, bidders must not discuss this solicitation or any part thereof with any employee, agent, or any other representative of the District except as expressly authorized by the District Contact Person. Failure to do so may be cause for disqualification of any consideration for an award under this RFB.

1.22 LUMP SUM PRICE BID. The lump sum price bid must be written on the Bid Response Form, and include the bid breakouts where indicated. The bid price must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the place written in figures, the former will govern.

1.23 EXECUTION OF AGREEMENT. By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the sample agreement attached as *Attachment 12*. Any changes offered by a bidder in a bid will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose

a change in a term or condition of the RFB or Agreement, bidder must submit its request under the procedure set forth in *Paragraph 1.5, Questions or Clarification*. The selected Bidder must submit a Performance, Payment and Guaranty Bond and Certificate of Insurance to the District prior to execution of the Agreement. Upon approval, the District will incorporate any contingency funds allocated for this Project into the Agreement. The selected Bidder must execute and return the Agreement to the District within ten (10) days of receipt and will mobilize and commence project work within ten (10) business days from the date indicated on the "Notice to Proceed" from the District.

PART II - GENERAL CONDITIONS

- 2.1 TERM.** The District intends to issue an agreement resulting from this RFB that will be effective upon execution by the parties and will remain in effect for a period one (1) year thereafter, unless terminated or amended. Services shall commence within ten (10) business days from the issuance of a Notice to Proceed after the execution of an Agreement and must be completed within 150 days, subject to extension at the District's discretion in the event of reasonable delays. The award is renewable at the District's sole discretion and fees shall be paid based upon the quoted price for listed services on *Attachment 2, Bid Response Form*. If the option to renew is exercised, the Agreement will be amended.
- 2.2 ESTIMATED QUANTITIES.** Unless otherwise specified, the quantities stipulated in this solicitation for various items are approximate only and subject to increase or decrease in order to make them conform to *Part III, Scope and Specifications* and *Attachment 2, Bid Response Form*. The Bidder will perform a complete and finished job of the scope designated in the Agreement whether the final quantities are more or less than those estimated. The Bidder will be responsible for verifying all estimated quantities and incorporating any adjustments into the bid price(s) submitted in response to this RFB.
- 2.3 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Bidder in accordance with Florida and federal law.
- 2.4 PUBLIC RECORDS LAW.** See *Attachment 12 – Sample Agreement for Debris Removal Services, Paragraph 6, Project Records and Documents*.
- 2.5 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, contractor, 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 submitting its bid, Bidder 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. Bidder further agrees to notify the District if placement on either of these lists occurs. The Bidder agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (*Attachment 6*), for all subcontracts or lower tier agreements executed to support the Bidder's work under the Agreement.
- 2.6 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Bidder must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Bidder employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Bidder uses contractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Bidder 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>.
- 2.7 INDEMNIFICATION.** The Bidder agrees to indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder, its agents, employees, contractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Bidder's performance under the Agreement resulting from this RFB. This Paragraph shall survive the expiration or termination of the Agreement.
- 2.8 SUBCONTRACTORS.** Nothing in this solicitation or the resulting contract will be construed to create, or be implied to create, any relationship between the District and any subcontractor of the successful Bidder.

- 2.9 DISADVANTAGED BUSINESS ENTERPRISES.** The District expects Bidder 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 RFB. Invoice documentation submitted to the District under an Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Bidder in relation to the Agreement, to the extent the Bidder maintains such information.
- 2.10 ASSIGNMENT.** Except as otherwise provided in the Agreement resulting from this RFB, Bidder may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the District. If the Bidder assigns its rights or delegates its obligations under the Agreement without the District's prior written consent, the District is entitled to terminate the Agreement. If the District terminates the 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.
- 2.11 TERMINATION WITHOUT CAUSE.** The Agreement resulting from this RFB may be terminated by the District without cause upon ten (10) days written notice to the Bidder. Termination is effective upon the tenth (10th) day as counted from the date of the written notice or other timeframe provided in the notice. In the event of termination under this paragraph, the Bidder 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 the Agreement.
- 2.12 DEFAULT.** Either party may terminate the Agreement resulting from this RFB upon the other party's failure to comply with any term or condition of the Agreement, as long as the terminating party is not in default of any term or condition of the Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party 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, or other timeframe provided in the notice, 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 Bidder 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.
- 2.13 REMEDIES.** Unless specifically waived by the District, the Bidder's failure to timely comply with any obligation in the Agreement resulting from this RFB will be deemed a breach of the Agreement and the expenses and costs incurred by the District, including attorney's fees and costs and attorney's fees and cost on appeal, due to said breach will be borne by the Bidder. 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 the Agreement. The District's waiver of any Bidder's obligation will not be construed as the District's waiver of any other obligations of the Bidder. This provision shall survive the termination or expiration of the Agreement.
- 2.14 INSURANCE.** See Attachment 12 – Sample Agreement for Debris Removal Services, Paragraph 10, Insurance Requirement.
- 2.15 PROTECTION OF WORK AND PROPERTY.** The Bidder 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 providing Services. Bidder will make good any such damage, injury or loss except such as may be directly due to errors in the Agreement documents or caused by the agents or employees of the District. The Bidder will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 2.15.1** At all times, the Bidder 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 Bidder. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Bidder.
- 2.16 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 or utility charges. 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 (See *Attachment 9, Affidavit/Final Release of Lien* and *Attachment 10, Consent of Surety Company to Final Payment*).

2.16.1 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 offset 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, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

2.17 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s) as determined by the District. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's name and number. Bidder will submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. Notwithstanding any provision in the technical specifications, this provision solely governs the bidder's rights with respect to offering an approved equivalent.

2.18 BONDING.

2.18.1 BID BOND. Bidders will furnish a bid bond, cash, cashier's check or certified check with the bid response in the amount equal to five percent (5%) of their **PROJECT TOTAL BASE BID AMOUNT** as a guarantee that the awarded bidder will enter into an agreement with the District and furnish the required Performance Bond. (See *Attachment 8, Bid Bond*).

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

2.18.2 PERFORMANCE, PAYMENT AND GUARANTY BOND. Prior to the District's execution of the Agreement, a Performance, Payment and Guaranty Bond that conforms with Section 255.05, F.S., and is with a surety insurer authorized to do business in Florida must be executed and recorded in the public records of the counties where the Services will be performed. (See *Attachment 11, Performance, Payment and Guaranty Bond*).

2.18.2.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid price. The bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond must be included in the total price bid on the Bid Response Form.

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

2.18.2.3 In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, a bidder may substitute either cash, in the required amount (payable to the District's cashier), a certified or bank cashier's check from a national or state bank made payable to the District in the required amount, or an irrevocable letter of credit in the required amount.

2.18.2.4 If the amount of the agreement increases after award of the Project, the District agrees to pay the Contractor for any bond premium increase it incurs, at the rate of incursion, if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation

under this section is contingent upon the Contractor providing documentation evidencing said premium increase.

2.18.3 POWER OF ATTORNEY. Bid Bonds and Performance, Payment and Guaranty Bonds signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.

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

2.20 DRAWINGS AND SPECIFICATIONS. The Contractor will be furnished drawings and technical specifications. The drawings which constitute a part of the bid documents are as indexed on the title sheet of the drawings.

2.20.1 The Contractor will keep one set of drawings and specifications on site and will maintain this set on site at all times. As construction progresses, the Contractor will note all deviations from the drawings and specifications on this set. Such deviations will be approved by the District and will include all changes in materials and equipment. The District will periodically check these drawings for completeness and accuracy and at the completion of the work these drawings will be used by the District as a guide in the preparation of permanent Record Drawings.

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

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

2.21 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.

2.21.1 Nothing in this Paragraph 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 Agreement Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.21.2 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 Paragraph.

2.22 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 RFB 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 Drawings and Specifications and all other documents made a part of this RFB. 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 RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Agreement Documents; or 3) differs materially from that shown or indicated in the Agreement 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 Agreement 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's Project Manager 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.

2.23 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.

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

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

2.26 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 (1) year from the date of acceptance thereof by the District or such longer duration if required in the technical specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety.

2.27 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.

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

2.28 CONSTRUCTION ACCESS. The Contractor must access the Project site as indicated on *Attachment 14, Peace Creek Canal Mapbook*.

2.29 CONTRACTOR SUPERINTENDENCE. The Contractor will keep at Project site 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 approved by the District and can only be substituted with another superintendent that meets the requirements of the Agreement as determined by the District.

2.30 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 and to determine the priority of licenses to be obtained by the District.

The Progress Schedule will be submitted to the District for review and approval within ten (10) working days from Notice of Award. The Progress Schedule, once approved by the District, will become part of the Agreement.

The Progress Schedule will contain a bar chart detailing individual activities of work. The chart schedule will consist of every activity with a 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 total sum of the individual values of the Schedule of Values for each of the activities will equal the total lump sum contract price.

The District shall make payments to the Contractor in accordance with *Attachment 15 - Measurement and Payment*.

2.31 FEDERAL FUNDING REQUIREMENTS. See *Attachment 12 – Sample Agreement for Debris Removal Services, Exhibit “B”, Special Conditions for U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS)*.

PART III – SCOPE AND SPECIFICATIONS

3.1 PROJECT DESCRIPTION.

The District wishes to remove hurricane-generated debris from the Peace Creek Canal located in Polk County, Florida (Figure1). The Services include but are not limited to debris removal, reduction, and disposal; obtaining all necessary permits; obtaining property owner authorizations and license agreements as needed to perform the work; and restoration of staging and access areas. The successful Bidder, hereinafter “Contractor”, shall be prepared to remove the following types of debris while working in any of the three general site scenarios described below:

- 3.1.1** The three (3) general groups of hurricane-generated debris to be removed are:
- a. Vegetative debris;
 - b. Construction and demolition debris; and
 - c. Recyclable material (metal and white goods).

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

- 3.1.2** The three (3) general scenarios for debris removal are:
- a. Land based;
 - b. Water based, three (3) feet or less of water depth; and
 - c. Water based, greater than three (3) feet of water depth.

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

3.2 SCOPE.

- 3.2.1** The Contractor will remove hazards to public health, welfare and safety resulting from the Hurricane Irma event directly affecting designated waterways within 150 calendar days from Notice to Proceed.
- 3.2.2** The Contractor shall perform a minimum of 40 percent of the Services using the Contractor's own crews.
- 3.2.3** Within ten (10) calendar days of Notice of Award, the Contractor will provide a list of subcontractors, if any, along with a description of the work to be performed by each subcontractor for approval by the District. The District reserves the right to request references and other evidence of the qualifications and abilities of the subcontractors prior to providing its approval. Any replacement subcontractor must be approved by the District prior to performing work.
- 3.2.4** It is the sole responsibility of the Contractor to ensure that, should a subcontractor be utilized by the Contractor for any portion of the Services, these subcontractors shall meet or exceed the same requirements instituted for the Contractor pertaining to that portion of the Services.
- 3.2.5** The Contractor shall be responsible for the daily onsite project management of its crews. The Services shall be accomplished in accordance with the applicable specifications and performance schedule. Daily progress reports, with work site pictures and Global Positioning System (GPS) waypoints, shall be submitted (emailed) to the District on a weekly basis. The Contractor shall make weekly reports to the District to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, and debris removal was completed. The reports must also include the types and volumes of debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the District.
- 3.2.6** The Contractor shall not interfere with disaster recovery activities of federal, state, local governments or public utilities.
- 3.2.7** Permits and licenses of a temporary nature, such as burn authorizations from the Florida Forest Service, necessary for the completion of the Services, shall be secured and paid for by the Contractor. The

Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

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

3.2.9 The names of the supervisor(s) and liaison officer shall be supplied to the District with its bid.

3.2.10 The Contractor shall have the ability to guarantee operations and pay vendors and subcontractors for sixty (60) days prior to receiving payments from the District.

3.2.11 The Services expected from the Contractor may include, but are not limited to, the following:

3.2.11.1 Clearing of Water Based Debris

3.2.11.1.1 The work shall consist of clearing storm debris in the designated waterways (channels, canals, streams, etc.). This includes the removal and disposal of trees, logs, stumps, brush, blockages, rubbish, and debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of bank down to and including items in the water and other items as may be designated by the District. All building materials, construction and demolition debris, manufactured items, and other loose foreign debris lying completely or partially within the limits of designated areas must be removed. All obstructions to navigation and/or flow shall be removed by methods including, but not limited to sawing, cabling, winching, lifting, or dragging.

3.2.11.1.2 Removal of all trees, branches, or other hazards, that are leaning into and obstructing the waterway or areas above the waterway. This includes removal of trees that are at an angle equal to or greater than 45° measuring from the vertical, low overhanging branches with a diameter equal to or less than six (6) inches, and any tree or branch that is within 6 feet of the surface of the waterway.

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

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

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

3.2.11.1.2.3 Naturally leaning trees with apparently undamaged root systems and other natural, undamaged vegetation shall remain in its natural condition and not be removed.

3.2.11.1.2.4 Trees designated for removal shall be cut off as near to the ground surface as conventional cutting tools or field conditions will permit, with a maximum of six (6) inches above ground surface.

3.2.11.1.2.5 Removal of standing trees outside of stream banks is limited to the cutting of severely damaged trees leaning across the channel and other trees as needed to gain access for equipment to points of channel blockage.

- 3.2.11.1.2.6** This project does not include the removal of stumps, root systems, or material “attached” to the bottom of the flow way.

3.2.11.2 Clearing of Land Based Debris

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

3.2.11.3 Disposal of Debris

- 3.2.11.3.1** All foreign debris such as building materials and manufactured items (e.g., stoves, refrigerators, washing machines, other household goods, cars, tin, foam, construction and demolition debris, etc.) found within the limits of the debris cleanup area must be hauled to off-site disposal area(s) or alternative sites that are obtained by the Contractor and approved by the District. Unless otherwise specifically approved by the receiving landfill, all debris must be separated by construction and demolition, white goods, and tires prior to placement in the landfill.
- 3.2.11.3.2** The Contractor shall be responsible for the proper disposal of all vegetative debris collected or generated at the work site. Depositing the debris on nearby property away from the channel (cut and place) can only be performed in areas that will be designated by the District. At a minimum, any debris that is deposited on nearby properties must be cut in a fashion that will inhibit it from rolling back into the waterway or obstructing water from entering the waterway. For example, tree limbs and stumps should be cut so tree debris lies flat against the ground no higher than three (3) feet and breaks in debris will be provided to allow water to enter the waterway.
- 3.2.11.3.3** The Contractor may utilize equipment in a mulching or chipping operation in areas designated by the District provided there is no dispersion of material in the surrounding creeks or wetland areas, nor placement of material in depths greater than three (3) inches within the work area. Any placement of mulched or chipped material must be such that it will remain in a stable condition.
- 3.2.11.3.4** Burning of debris may be allowed after the Contractor receives all applicable local and state permits and approvals. This includes an executed license agreement from the affected property owners.
- 3.2.11.3.5** For waterways with an extensive floodplain, the Contractor may be allowed to dispose of vegetative debris by depositing it away from the flow way within the floodplain. The District will identify areas where this approach is acceptable. The vegetative debris shall be placed in such a manner to inhibit movement of the materials back into the flow way by subsequent high water flows.
- 3.2.11.3.6** Fees for disposal, such as weighing and landfill fees, will be reimbursed at the Contractor's cost.

3.2.12 Equipment

- 3.2.12.1** All trucks, boats, barges and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. The Contractor's response to this RFB must include a list of the equipment that will be made available for the project.

3.2.12.2 The type of equipment used must be appropriate for the conditions. The District will obtain appropriate authorizations from the Florida Department of Environmental Regulation for the work, and reserves the right to determine what types of equipment are appropriate for site conditions or as may be necessary to conform to regulatory requirements. The Contractor must contact the District for approval of any equipment not listed in their response to this RFB prior to utilizing the equipment.

3.2.12.3 To be considered responsive, the Contractor shall own or have existing lease agreements for equipment in good working order to accomplish work in all three work conditions described in Section 3.1.1 above. Their equipment list shall include most of the following types of equipment for their crews to work safely in the various conditions to be encountered along the Peace Creek Canal corridor.

- LGP track excavators with thumb and/or grapple attachments various sizes
- LGP long reach track excavators with grapple attachment
- Menzi Muck A61 or larger, 4WD with LGP tires, with grapple and grinder attachments
- LGP track Bobcat with grapple rake
- Dump truck, 15 CY capacity
- Knuckle boom loader, truck mounted
- Equipment transport trucks and trailers
- Flat bottom boat and outboard engine adequate length and width to haul debris
- Segmental adjustable width/length low draft barges for equipment work platform and debris hauling in water
- Barge push boat
- Front end loader CAT 950 or equivalent with grapple rake and bucket attachments
- Wood chipper capable of handling up to 12" log
- Small wood chipper
- Side by side LGP ATV or utility vehicles for work crew, equipment, and supplies transport
- Hardwood matts
- Composite matts (10-12' width)
- Small dozer, grader, and roller for any required site restoration
- Underwater cutoff chainsaw
- Small utility trailer for hauling equipment and debris
- Dumpsters
- Chain saws with minimum 20" bar length
- Pole chain saws
- Work crew transport trucks
- Safety equipment for all work crews

3.2.13 Contractor Personnel

3.2.13.1 Operators must be qualified and appropriately licensed to operate the equipment they are assigned to operate.

3.2.13.2 The Contractor must provide the number of crews necessary to complete work in an effective and timely manner to meet the performance schedule of this RFB.

3.2.13.3 The Contractor must provide at least one on-site Superintendent for the project and one working foreman for each work crew. Each working foreman must have the ability to communicate orally in English and in the language or languages needed to direct the employees under their supervision. Each Superintendent must be equipped with a cellular phone capable of communication with the telephone system used by the District.

3.2.14 Safety

3.2.14.1 The Contractor shall comply with all OSHA requirements to include initial and regularly documented safety meetings.

- 3.2.14.2** The Contractor shall prepare a list of all nearby hospitals and emergency care facilities with mapped locations, addresses, and phone numbers to be kept with all work crews.
- 3.2.14.3** The Contractor shall maintain and use all required and necessary personal protection equipment to ensure safe operations. Such materials include, but are not limited to: hard hats, hearing protection, flotation devices, chaps, goggles and gloves.
- 3.2.14.4** The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- 3.2.14.5** Silt screens, turbidity barriers or curtains and floating markers with anchors, shall be available for use at all times when work is being performed.

3.2.15 Private Property

The District will attempt to obtain license agreements (rights of entry) from affected property owners to facilitate completion of the project. For areas where license agreements have been obtained, the District will furnish information describing the type and location of activities that have been authorized by the property owner. In order to complete the project, the Contractor may need additional approvals from private property owners. The Contractor shall notify the District when additional approvals are needed. The District will attempt to obtain the additional approvals from the property owner. If successful, the Contractor may be required to have the new license executed by the property owner. The executed license must be provided to the District for final approval prior to conducting such approved activities.

The Contractor shall only perform work in those areas where a license agreement as described in the paragraph above has been obtained. In addition, the Contractor shall only perform those activities expressly authorized in the license agreement or amendment.

The Contractor will be paid for actual work performed, but will not be paid for bypassing areas where a license agreement was not obtained.

3.2.16 Restoration

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

3.2.17 Permits

The District will obtain all necessary permits for areas identified for use in the RFB. The Contractor shall be responsible for obtaining all necessary permits for the use of additional areas obtained by the Contractor in accordance with Paragraph 3.2.15, Private Property.

3.2.18 Inspections for Payment

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

A re-inspection fee of three-hundred dollars (\$300) is based on the estimated cost to re-inspect an area. The Contractor will be charged this re-inspection fee for any re-inspections of an area beyond the initial inspection and one (1) re-inspection. The fee, will be deducted and retained out of the monies payable to the Contractor, or if not so deducted, the Contractor shall pay the District the re-inspection fee(s) within ten (10) days from receipt of written notice from the District.

3.2.18.1 The Contractor's liability to the District for any environmental contamination of any work site property (to include adversely affected surrounding areas) shall remain in place after all site restoration services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the project sites and adversely affected surrounding areas after the expiration or termination of the agreement with the District.

3.2.19 Documentation and Inspections

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

3.2.20 Priority of Work Areas

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

3.2.21 Working Hours

All activity associated with gathering and loading of debris shall be performed during visible daylight hours only. Hauling of debris to a legal disposal site will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. If the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

3.2.22 Debris Disposal

The Contractor shall process, recycle, and dispose of all debris, reduced debris, ash residue, and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor in areas authorized by a license agreement and with prior acceptance by the District, except for those materials to be landfilled. The Contractor shall maintain disposition and disposal records and documentation. Documentation shall be quantified in cubic yards or tons. The Contractor must provide five-part load tickets or approved electronic documentation.

3.2.23 White Goods

The Contractor may expect to encounter white goods available for disposal. For purposes of this RFB, white goods will be those goods that constitute household appliances as defined in subsection 62-701.200(133), Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable federal, state, and local laws.

3.2.24 Certification of Load Carrying Capacity

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

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other

extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the District. The Contractor shall conform to Section 316.520, F.S., which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized District personnel.

3.2.25 Traffic Control

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

3.2.26 Recycled Materials Documentation

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

3.2.27 District Coordination

The Contractor shall be required to promptly provide any changes to current/up-to-date field condition information to the District's Project Manager.

3.3 PERFORMANCE SCHEDULE.

All work must be completed within 150 days from the Notice to Proceed. It is essential the Contractor is able to meet this Performance Schedule since failure to do so could jeopardize the District's eligibility to receive grants for future projects. The District reserves the right to award a contract to the next lowest bidder if it appears the Contractor may not meet the District's deadline. In the event the second lowest bidder is unavailable to perform the remaining work, the District reserves the right to award a contract to the third lowest bidder. The Contractor shall be responsible for any increased costs incurred by the District as a result of having to award a contract to another bidder under this Paragraph.

3.4 WORK PRODUCTS REQUIRED.

3.4.1 Any executed License Agreements the Contractor delivered for signature.

3.4.2 Copies of all permits obtained by the Contractor and daily burn permit numbers.

3.4.3 Minutes of initial and all regularly conducted safety meetings.

3.4.4 Daily workforce and equipment field logs, weigh tickets, disposal fee receipts, bi-weekly progress reports with work site pictures and GPS waypoints.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF AGREEMENT. The District will award the Agreement to the lowest lump sum responsive, responsible bidder. The District intends to issue its Notice of Intended Decision to include the three (3) lowest lump sum responsive, responsible bidders in the event the Contractor fails to perform as provided in *Paragraph 3.3, Performance Schedule* of this RFB. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid in the judgment of the District, will best serve the needs and the interest of the District. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 BID BOND. Bidders will furnish a bid bond, cash, cashier's check or certified check as required by this RFB.

4.1.2 SATISFACTORY REFERENCES. Bid references must be provided as required by this RFB.

4.1.3 ACKNOWLEDGMENT OF ADDENDA. Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the *Bid Response Form (Attachment 2)*.

4.1.4 COMPLETION OF ALL BID DOCUMENTS. All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

4.1.4.1 Bid documents and forms required with bid submission:

- Attachment 1 - Bid Response Checklist
- Attachment 2 - Bid Response Form
- Attachment 3 - Equipment Form
- Attachment 4 - References Form
- Attachment 5 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 - Public Entity Crimes Statement
- Attachment 7 - Certification Regarding Lobbying
- Attachment 8 - Bid Bond

4.1.4.2 Bid documents referenced in this RFB:

- Attachment 9 - Affidavit/Final Release of Lien
- Attachment 10 - Consent of Surety Company to Final Payment
- Attachment 11 - Performance, Payment and Guaranty Bond
- Attachment 12 - Sample Agreement for Debris Removal Services
- Attachment 13 - Peace Creek Canal Index Map
- Attachment 14 - Peace Creek Canal Mapbook
- Attachment 15 - Measurement and Payment

ATTACHMENT 1

BID RESPONSE CHECKLIST

Use this checklist to ensure that all required documents and forms are submitted with your bid response. This form must be submitted with your bid response.

Bid Response Requirements	YES / NO / N/A
Ability to meet Eligibility Requirements (Paragraph 1.4, Eligibility)	
Attended Mandatory Pre-Bid Conference (Paragraph 1.6, Pre-Bid Conference)	
Conflicts of Interest, if any, were disclosed (Paragraph 1.20, Conflict of Interest)	
Attachment 1 - Bid Response Checklist (i.e. this form)	
Attachment 2 – Bid Response Form	
Attachment 3 – Equipment Form	
Attachment 4 – References Form	
Attachment 5 – Certification Regarding Drug-Free Workplace Requirements	
Attachment 6 – Public Entity Crimes Statement	
Attachment 7 – Certification Regarding Lobbying	
Attachment 8 – Bid Bond	
Sealed Bid includes one (1) signed original (marked original), three (3) copies, and one (1) USB flash drive containing an exact electronic duplicate of the signed original as an Adobe PDF file.	

Bidder:

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 2

BID RESPONSE FORM

The undersigned bidder agrees to furnish and to deliver as indicated, FOB destination point at the Peace Creek Canal Hurricane Debris Removal Project in Polk County, Florida, for the lump sum prices quoted thereon as follows:

Firm fixed prices will be stated and include all packing, handling, shipping, transportation, travel charges, debris removal, proper disposal, and site restoration.

Bid Item	Description	Estimated Quantity	Unit of Measure	Unit Price \$	Item Price Total
1	Mobilization/Demobilization	1	LS		
2	Erosion Control Measures	1	LS		
3	Debris Removal, Disposal & Site Restoration – Panel 1	17,128 LF	LF		
4	Debris Removal, Disposal & Site Restoration – Panel 2	14,587 LF	LF		
5	Debris Removal, Disposal & Site Restoration – Panel 3	18,495 LF	LF		
6	Debris Removal, Disposal & Site Restoration – Panel 4	10,368 LF	LF		
7	Debris Removal, Disposal & Site Restoration – Panel 5	26,401 LF	LF		
8	Debris Removal, Disposal & Site Restoration – Panel 6	9,668 LF	LF		
9	Debris Removal, Disposal & Site Restoration – Panel 7	15,075 LF	LF		
10	Debris Removal, Disposal & Site Restoration – Panel 8	11,610 LF	LF		
11	Debris Removal, Disposal & Site Restoration – Panel 9	20,332 LF	LF		
12	Debris Removal, Disposal & Site Restoration – Panel 10	12,757 LF	LF		
13	Debris Removal, Disposal & Site Restoration – Panel 11 (no significant debris identified)	0 LF	LF	\$0.00	\$0.00
14	Debris Removal, Disposal & Site Restoration – Panel 12	17,242 LF	LF		
15	Debris Removal, Disposal & Site Restoration – Panel 13	8,551 LF	LF		
16	Landfill Disposal Dumping Fee Reimbursement Allowance for Vegetative Debris, Whitegoods, Tires, and other Required Items at cost	NA	NA	NA	\$5,000.00

*LF = Linear Feet, LS = Lump Sum

TOTAL LUMP SUM BID (in figures): \$ _____

TOTAL LUMP SUM BID (in words): _____

The undersigned bidder has carefully read this RFB and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder. Bidder agrees that if bidder is awarded this RFB, bidder will provide the services as stipulated.

The undersigned bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com. Each bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number and Date: _____

Questions and Answers Set Number: _____

☐ Bidder has not been Debarred by a political agency within the State of Florida.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone Number Fax Number Email Address

Authorized Signature Date Print/Type Name and Title

ATTACHMENT 3

EQUIPMENT FORM

List all equipment as specified in *Part III, Scope and Specifications, Subparagraph 3.2.12*. Attach additional pages as needed.

	Equipment
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ATTACHMENT 4

REFERENCES FORM

Bidder must demonstrate Bidder's experience and expertise that meet the **Minimum Requirements** below for each project reference. Specific projects information for the fields below must be provided for a **minimum of three (3) references**.

Minimum Requirements

- Disaster recovery project completed within the last ten (10) years.
- Contract value of at least two hundred thousand dollars (\$200,000) each.
- Project involving emergency debris and vegetation removal in waterways and streams.

REFERENCE FORMAT

Bidder Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

ATTACHMENT 5

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 6

PUBLIC ENTITY CRIMES STATEMENT

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

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

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

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

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

2. I understand that a "public entity crime" as defined in Section 287, 133(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. 133(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.

BIDDER: _____

(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:

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)

ATTACHMENT 7

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 8

BID BOND

Debris Removal Services

RFB 1817

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 bid) 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 Bid, dated _____ for the _____.

NOW, THEREFORE, IF THE PRINCIPAL SHALL NOT WITHDRAW SAID BID WITHIN NINETY DAY (90) DAYS AFTER DATE OF OPENING THEREOF, AND SHALL EXECUTE AND RETURN THE WRITTEN CONTRACT TO THE DISTRICT WITHIN TEN (10) DAYS FROM THE DATE THE PRINCIPAL RECEIVES THE CONTRACT, IN ACCORDANCE WITH THE TERM AND CONDITIONS OF THE DISTRICT'S RFB AND THE RESPONDENT'S BID, 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:

Secretary

BY: _____(SEAL)

Signature of Authorized Company Official

(Title)

(Corporate Surety)

Business Address

City/State/Zip Code

ATTEST:

BY: _____

(Signature of Surety Official, Title)

ATTACHMENT 9

AFFIDAVIT

STATE OF FLORIDA

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 it has paid all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) 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

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

WITNESS:

Signed _____

By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ Day of _____, 201_.

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 9 (Cont.)

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 have/has or might have against the property, building, and improvements, on account of labor performed, material furnished, and 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 _____, 201_.

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR
DEBRIS REMOVAL SERVICES
RFB 1817**

**PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR RFB 1817**

State of _____

Bond No. _____

County of _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ as Principal, whose principal business address _____ and telephone number _____, 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 _____ Project located in the County of _____, 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

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY: _____
Authorized Agent for Surety

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

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

ATTACHMENT 12

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
DEBRIS REMOVAL SERVICES

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 remove hurricane-generated debris from waterways located in Charlotte, DeSoto, Hardee, Hillsborough and Polk Counties, _____, 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, DISTRICT funding for the PROJECT may include United States Department of Agriculture, Natural Resources Conservation Services (NRCS) funds; 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: _____

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 Bids 1817 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference, and Exhibit "C", 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 3.2 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 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.

3.2 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 "D" 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 4.1. 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 _____ 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 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 "E."
- 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, engineer'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. This Agreement will be effective upon execution by all parties and will remain in effect through _____, 201_, 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 CONTRACTOR shall allow public access to project documents and materials made or received by the DISTRICT 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.

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. 4825, by email at Peggy.Meinhardt@Watermatters.org, or at the following mailing address:

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management DISTRICT
2379 Broad Street
Brooksville, Florida 34604-6899**

6.2 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., and maritime law. If CONTRACTOR does not carry workers' compensation coverage, 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 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.

- 10.6 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 during the entire term of this Agreement, plus one (1) year from the date of acceptance of the PROJECT by the DISTRICT. 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 Guarantee 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.

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

Exhibit "A"	Special Project Terms and Conditions
Exhibit "B"	Special Conditions for U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS)
Exhibit "C"	CONTRACTOR'S Progress Schedule
Exhibit "D"	CONTRACTOR'S Schedule of Values
Exhibit "E"	Sample Forms
DISTRICT'S	RFB 1817
CONTRACTOR'S	response to RFB 1817

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: _____

Date

Assistant Executive Director

By: _____

Date

Authorized Agent for Company

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
DEBRIS REMOVAL SERVICES

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 area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. A 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 hereto as Exhibit "C".

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 its General or Excavation and Underground Utilities Contractor's license 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.

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

1. Patent, Copyright and Intellectual Property. The USDA and the DISTRICT reserves a royalty-free license for Federal Government and DISTRICT use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
 - 1.1 The CONTRACTOR shall comply with any and all policies and regulations of the USDA, as updated from time to time, pertaining to patent rights with respect to any discovery or invention, and the disposition thereof, which arises or is developed in the course of or under this Agreement.
 - 1.2 In the event the CONTRACTOR purchases ownership of intangible property, the DISTRICT reserves a royalty-free, nonexclusive, perpetual, paid-up and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the intangible property, for federal or state or local government purposes.
 - 1.3 The USDA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The USDA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
2. Prohibition Against Certain Internal Confidentiality Agreements. The CONTRACTOR may not restrict its employees, contractors, or subcontractors seeking to report fraud, waste, or abuse by requiring them to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. Furthermore, the CONTRACTOR must notify its employees, contractors, or subcontractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with this Paragraph are no longer in effect. The requirements of this Paragraph do not contravene requirements governing nondisclosure of classified or confidential information.
3. USDA acknowledgement.
 - 3.1 The CONTRACTOR shall include the following acknowledgement in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this Agreement:

"This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [enter applicable award number here]."
 - 3.2 The CONTRACTOR shall include on all publications and other materials, except scientific articles or papers published in scientific journals, the following statement:

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

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

“USDA is an equal opportunity provider and employer.”
- 3.4 The CONTRACTOR is responsible for ensuring that an acknowledgement of NRCS is made during its news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this Agreement.
4. Certification Regarding Debarment and Suspension. The DISTRICT is prohibited from permitting any agreement at any tier to any party which is listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB Guidance at 2 CFR Part 180 that implement Executive Orders Executive Orders 12549, (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 4.1 The CONTRACTOR certifies that he or she, or the firm or business he or she is associated with has not been excluded or disqualified, as defined in 2 CFR Part 180. Furthermore, the CONTRACTOR agrees not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is excluded or disqualified.
 - 4.2 The CONTRACTOR must include a term or condition which requires compliance with Subpart C of the OMB Guidance in 2 CFR Part 180 in any lower tier covered transaction and require the inclusion of a similar term or condition in any covered transaction into which it enters at the next lower tier.
 - 4.3 The CONTRACTOR must provide immediate written notice to the DISTRICT if at any time the CONTRACTOR learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - 4.4 Violation of this restriction may result in disallowance of costs, annulment or termination of this Agreement, issuance of a stop work order, debarment or suspension, or other remedies as appropriate.
5. Non-solicitation and Conflicts of Interest. The DISTRICT and the DISTRICT’S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The CONTRACTOR shall comply with any DISTRICT rules and policies relating to real, apparent, or potential conflicts of interest. The CONTRACTOR shall not compete for procurements in which the CONTRACTOR develops or drafts specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by the DISTRICT in such

procurement.

6. Equal Employment Opportunity. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations at 41 CFR Part 60.
7. Contract Work Hours and Safety Standards Act. Pursuant to 40 USC Section 3702, in the event the CONTRACTOR contracts or subcontracts for any part of the contract work which may require or involve the employment of laborers or mechanics, the CONTRACTOR shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek. When a violation of this Paragraph occurs, the CONTRACTOR and any subcontractor responsible for the violation are liable to the affected employee for the employee's unpaid wages and to the Government, the DISTRICT of Columbia, or a territory for liquidated damages as provided in this Paragraph. Liquidated damages shall be computed for each individual employed as a laborer or mechanic in violation of this Paragraph and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this Paragraph.
8. Access to Records. The CONTRACTOR must be prepared to permit access by the USDA, the DISTRICT, the Comptroller General of the United States, or any of their duly authorized representatives to all books, documents, papers, and records which are pertinent to the performance of work under this Agreement for the purpose of audits, examinations, excerpts, and transcriptions. The requirement under this Access to Records Paragraph includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but as long as the records are retained.
9. Clean Air Act/Federal Water Pollution Control Act. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency (EPA).
10. Adherence to State Energy Conservation Plan. The CONTRACTOR shall recognize and adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
11. Nondiscrimination. The CONTRACTOR shall recognize and adhere to all Federal statutes relating to nondiscrimination. These include, but are not limited to:
 - 11.1 Title VI of the Civil Rights act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 - 11.2 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- 11.3 Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- 11.4 The Age Discrimination Act of 1975, as amended (42. U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- 11.5 The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- 11.6 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 11.7 §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 11.8 Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
- 11.9 The requirements of any other nondiscrimination statute(s), which may apply, to this Agreement.
- 12. Adherence to Hatch Act. The CONTRACTOR shall comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Environmental Standards. The CONTRACTOR shall comply with environmental standards, which may be prescribed pursuant to the following:
 - 13.1 Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) Executive Order (EO) 11514;
 - 13.2 Notification of violating facilities pursuant to EO 11738;
 - 13.3 Protection of wetlands pursuant to EO 11990;
 - 13.4 Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - 13.5 Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et. seq.);
 - 13.6 Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et. seq.);
 - 13.7 Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - 13.8 Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

14. Flood Protection. The CONTRACTOR shall comply, if applicable, with the flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
15. Compliance with the Wild and Scenic Rivers Act. The CONTRACTOR shall comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
16. Historic Properties. The CONTRACTOR shall assist the DISTRICT and the USDA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
17. Lobbying Restrictions. The CONTRACTOR shall file with the DISTRICT the certification, set forth in 2 CFR Part 418 app. A, that the CONTRACTOR has not made, and will not make, any payments prohibited in 2 CFR Part 418. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the CONTRACTOR shall be required to make a disclosure by completing Standard Form SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 17.1 The CONTRACTOR shall require the certification and disclosure required under this Paragraph in any subgrant, contract, subcontract exceeding \$100,000 under a Federal grant, contract, or cooperative agreement.
 - 17.2 This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for the award of this Agreement, as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the CONTRACTOR further must agree that no funds allotted under the award from the DISTRICT shall be expended for the purpose of lobbying the Florida Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.
18. Audit Requirements. The CONTRACTOR shall comply with any DISTRICT policies related to compliance with provisions of OMB Circular No. A-133, as revised (issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156), which sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. The CONTRACTOR'S records may be reviewed for compliance with the Single Audit Act, and the CONTRACTOR'S records may also be included within the scope of an audit in order to determine compliance with applicable laws, regulations, and grant provisions.
19. Procurement of Recovered Materials. The CONTRACTOR must comply with Section 6002 of the

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

20. General Provisions. The CONTRACTOR shall comply with any applicable provisions and requirements of any and all other state and Federal laws, executive orders, regulations and policies, as amended from time to time, governing the NRCS Emergency Watershed Protection (EWP) Program, including, but not limited to, applicable provisions that may be found within the following:
 - 20.1 NRCS policy for administering the Emergency Watershed Protection (EWP) Program as set forth in 7 CFR Part 624;
 - 20.2 The Federal Fair Labor Standards Act, including the minimum-wage and maximum-hour provisions;
 - 20.3 The National Environmental Policy Act (NEPA) compliance located at 7 CFR Part 650; Title 190 General Manual (GM), Part 410; and Title 190, National Environmental Compliance Handbook (NECH), Part 610;
 - 20.4 Executive Order 12898, Environmental Justice;
 - 20.5 The National Historic Preservation Act, as amended (16 USC Section 470f); 420-GM, Part 401, and the NRCS nationwide programmatic agreement with the Advisory Council on Historic Preservation and National Conference of State Historic Preservation Officers; Title 190, National Cultural Resources Procedures Handbook, (NCRPH), Part 601;
 - 20.6 The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration; and (5 C.F.R. 900, Subpart F)
 - 20.7 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Exhibit "C"

CONTRACTOR's Progress Schedule

Insert Progress Schedule

The remainder of this page left blank intentionally.

Exhibit "D"

CONTRACTOR'S Schedule of Values

Insert Schedule of Values

The remainder of this page left blank intentionally.

AGREEMENT NO. _____

EXHIBIT "E"
SAMPLE FORMS
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 _____, _____.

WITNESS:

OFFICER:

_____ (SEAL)

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

Notary Public, State of Florida at Large

My Commission Expires: _____

TO: (Owner)

CONTRACT DATE:

SURETY COMPANY,

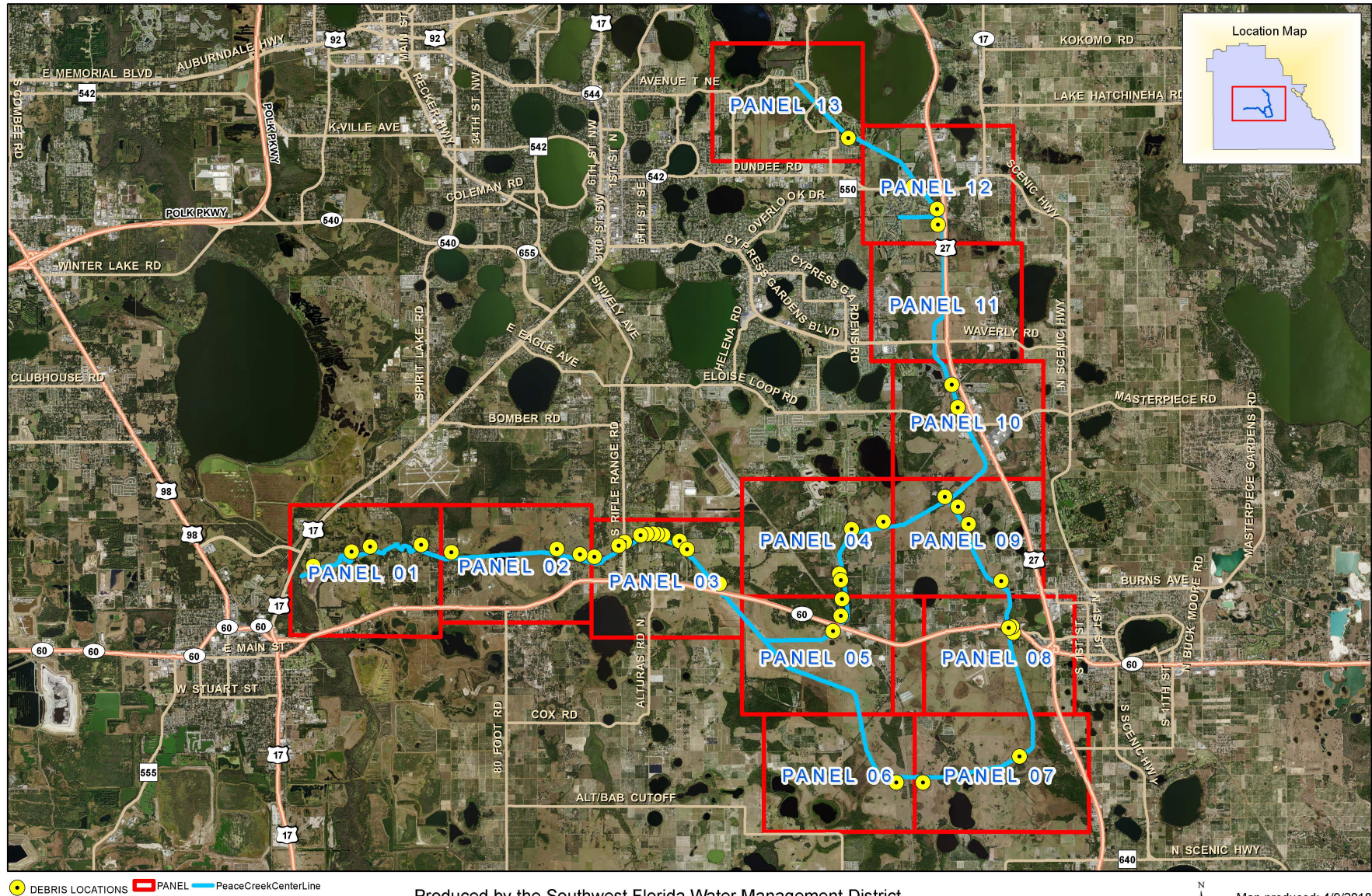
OWNER, as set forth in the said Surety Company's bond.

_____, the Surety
Company has hereunto set its hand this _____ day of _____, _____.

Attest: _____ Signature of Authorized Representative

Title

Attachment 13 - Peace Creek Canal Index Map

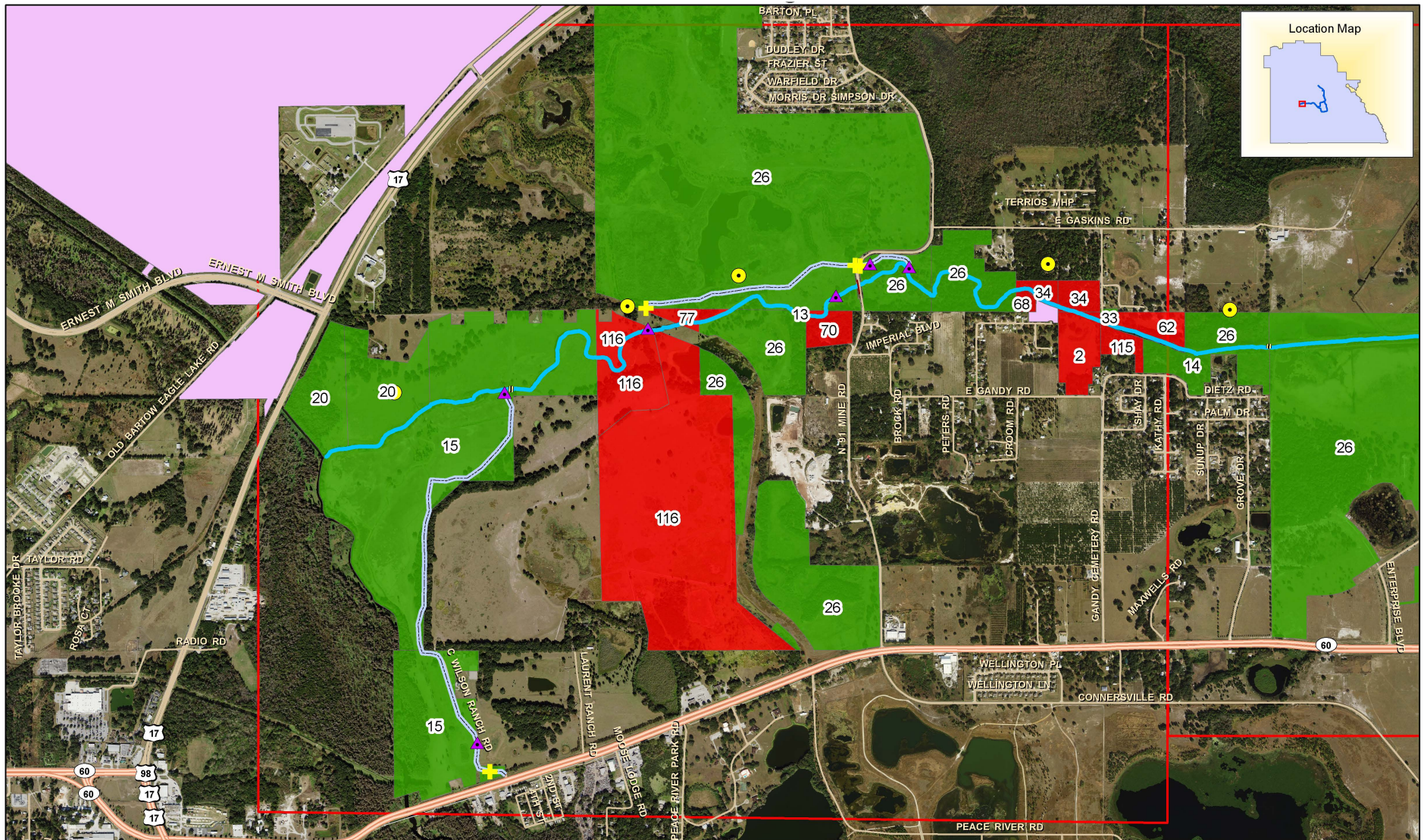


Produced by the Southwest Florida Water Management District
Mapping & GIS Section



Map produced: 4/9/2018
PANEL INDEX

Attachment 14 - Peace Creek Canal Mapbook



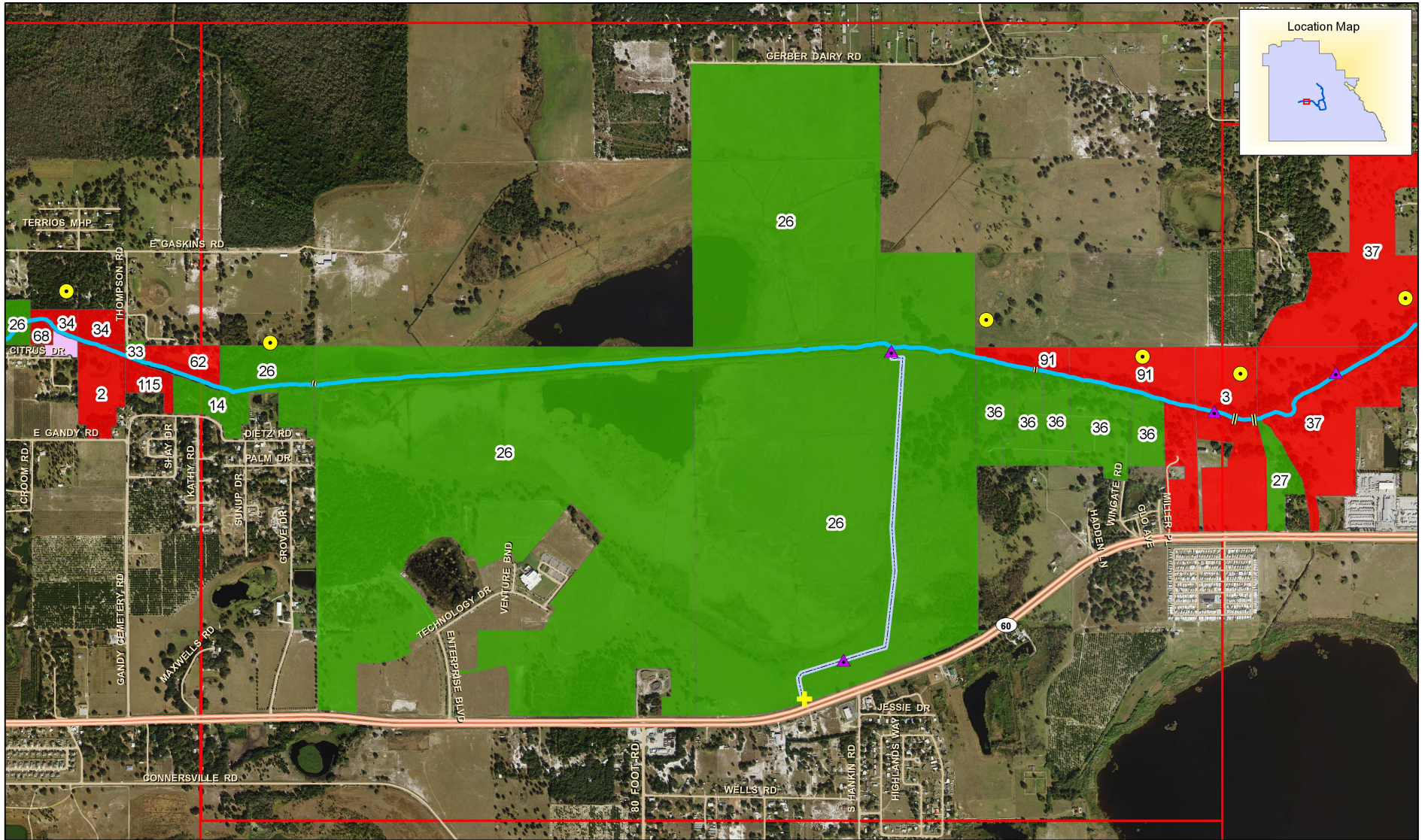
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| | — ROUTE TO CREEK ACCESS | | ■ DISTRICT LANDS |

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

Produced by the Southwest Florida Water Management District
Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 01



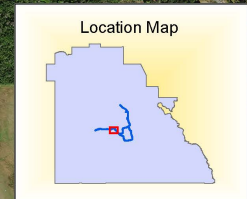
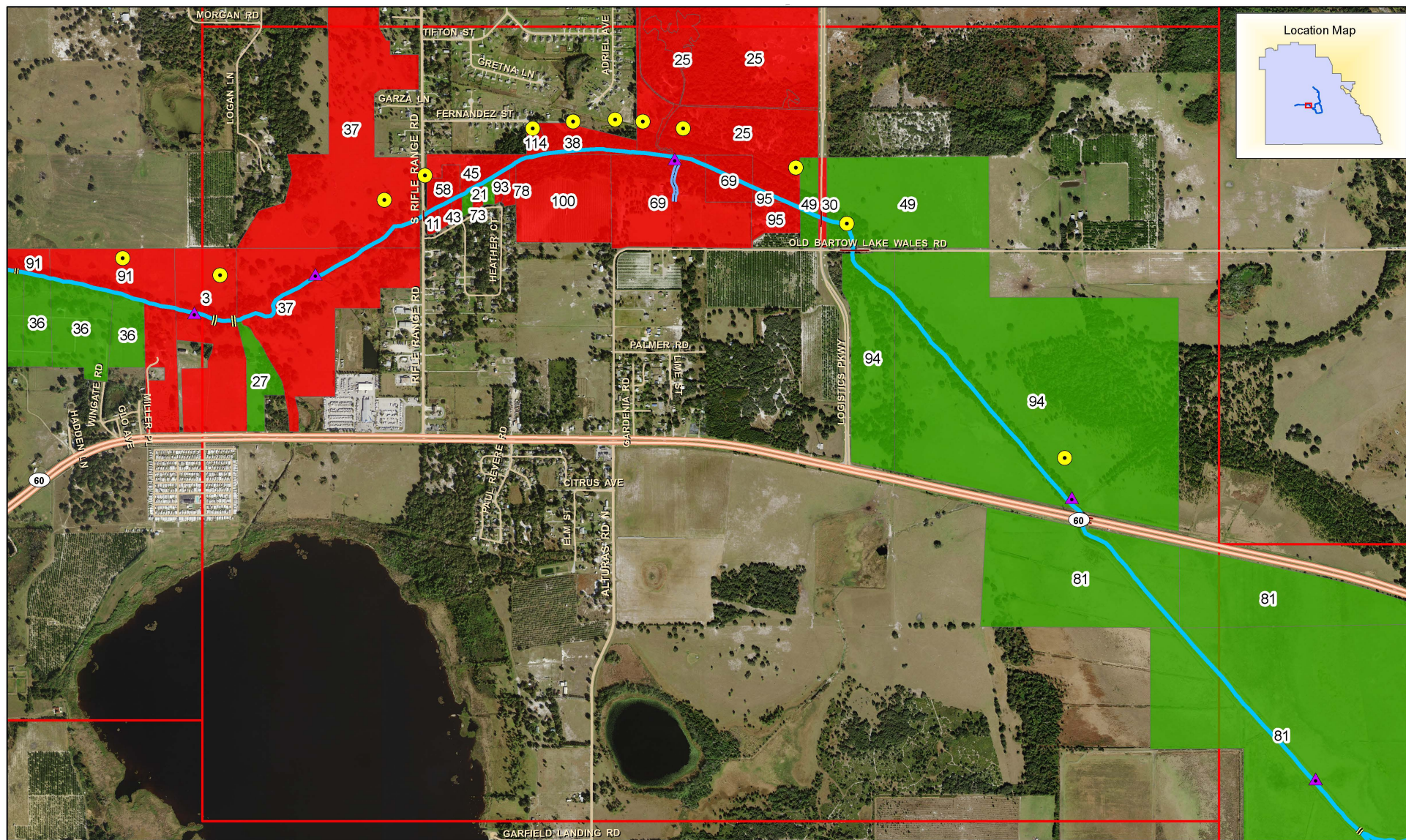
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 — ROUTE TO CREEK ACCESS ■ EASEMENTS ■ DISTRICT LANDS

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 02



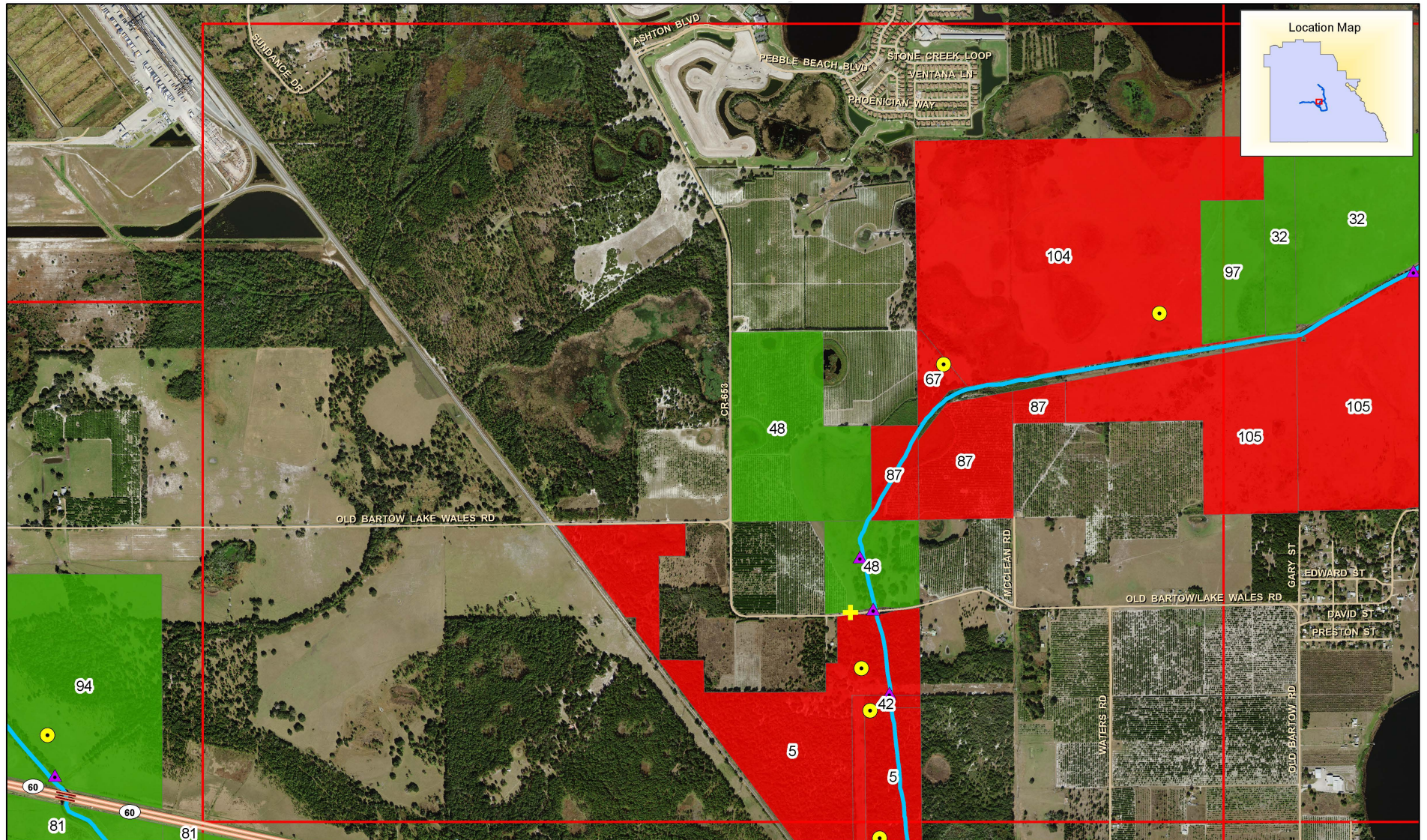
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 — ROAD TO BOAT RAMP
 — OBSTRUCTION
 — ROUTE TO CREEK ACCESS
 ● DEBRIS LOCATIONS
 — EASEMENTS
 NO ACCESS (21)
 ACCESS (9)
 DISTRICT LANDS

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 03

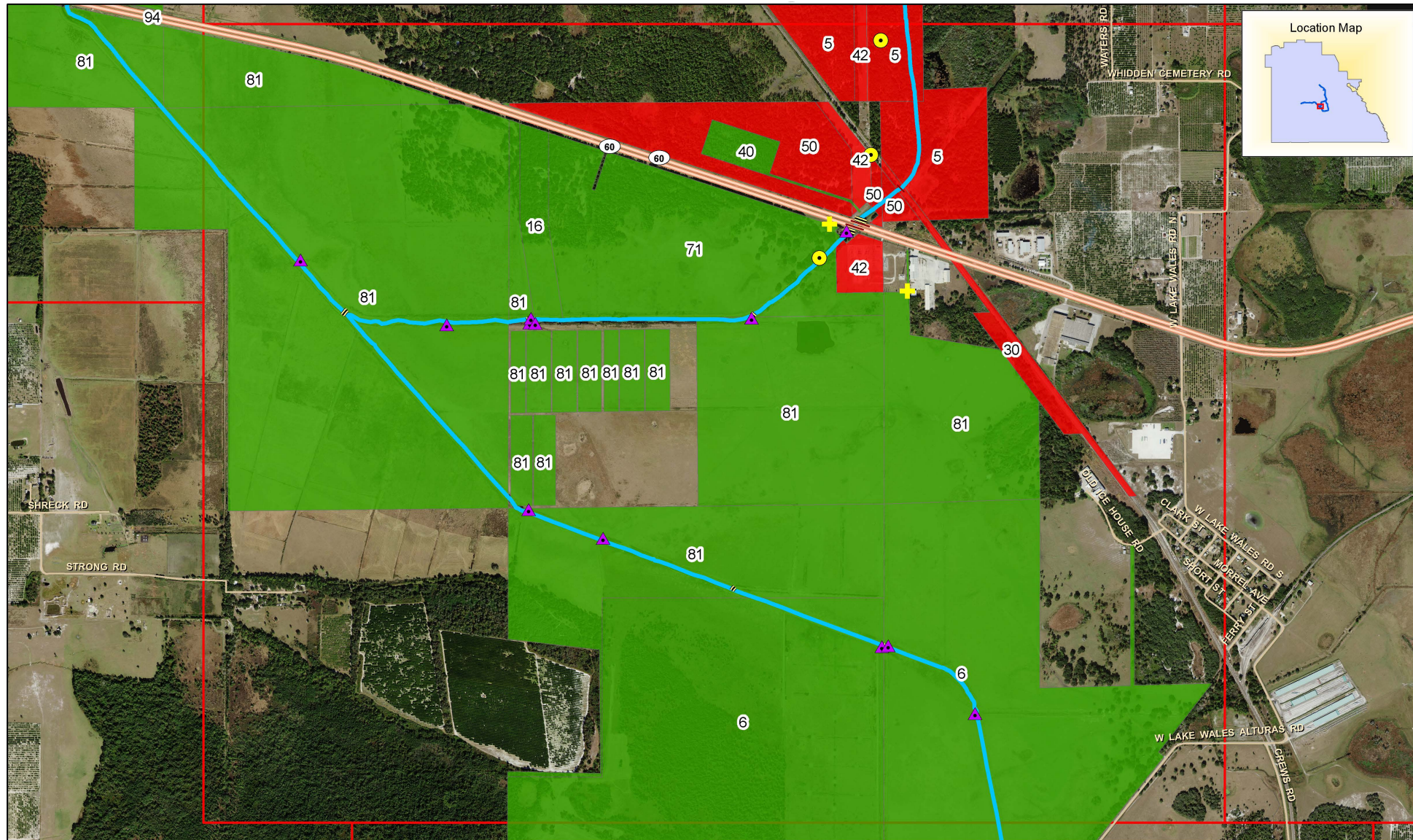


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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 04

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.



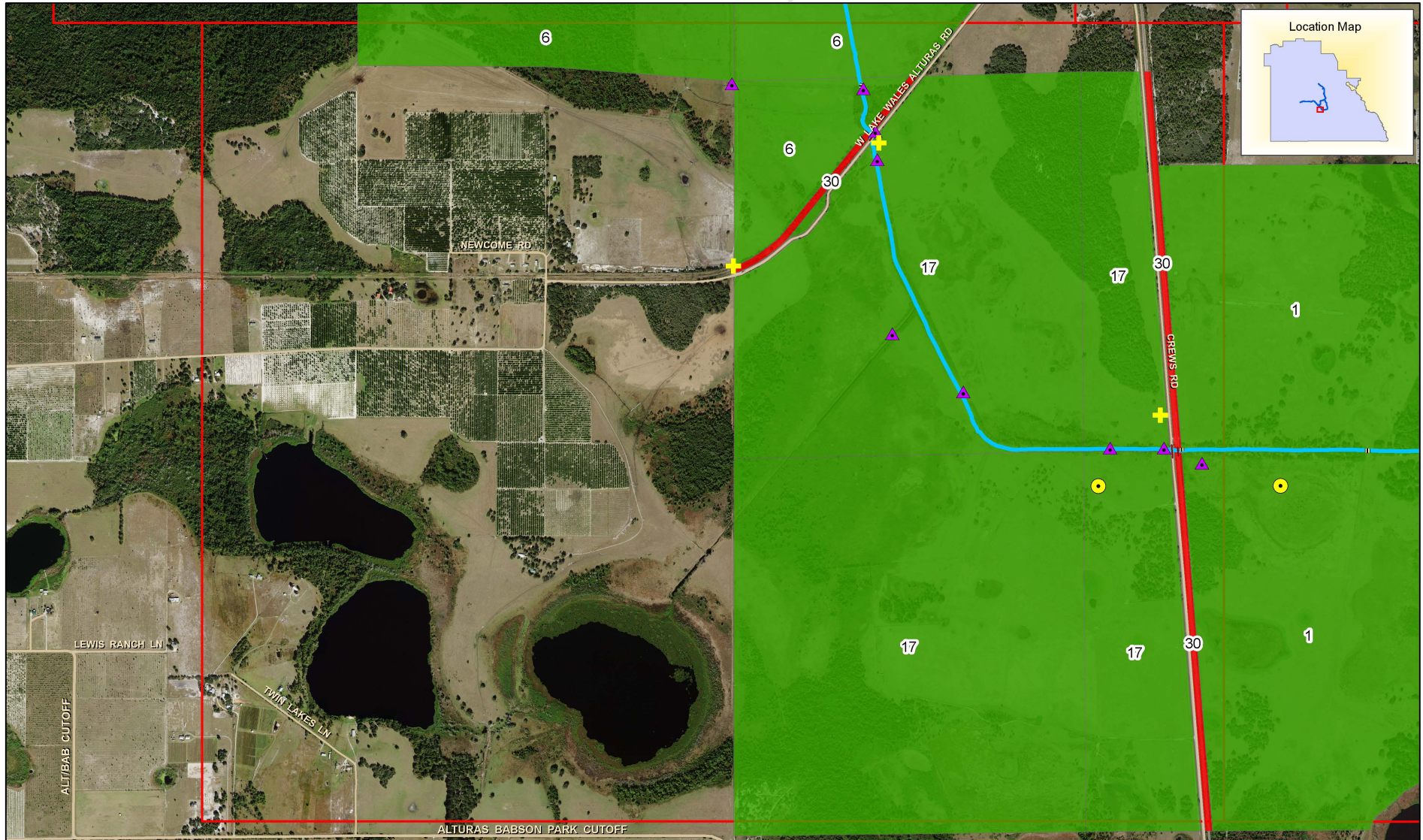
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| | — ROUTE TO CREEK ACCESS | | ■ DISTRICT LANDS |

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Map produced: 4/11/2018
Page Number: PANEL 05



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 — ROUTE TO CREEK ACCESS ■ EASEMENTS

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Map produced: 4/11/2018
Page Number: PANEL 06



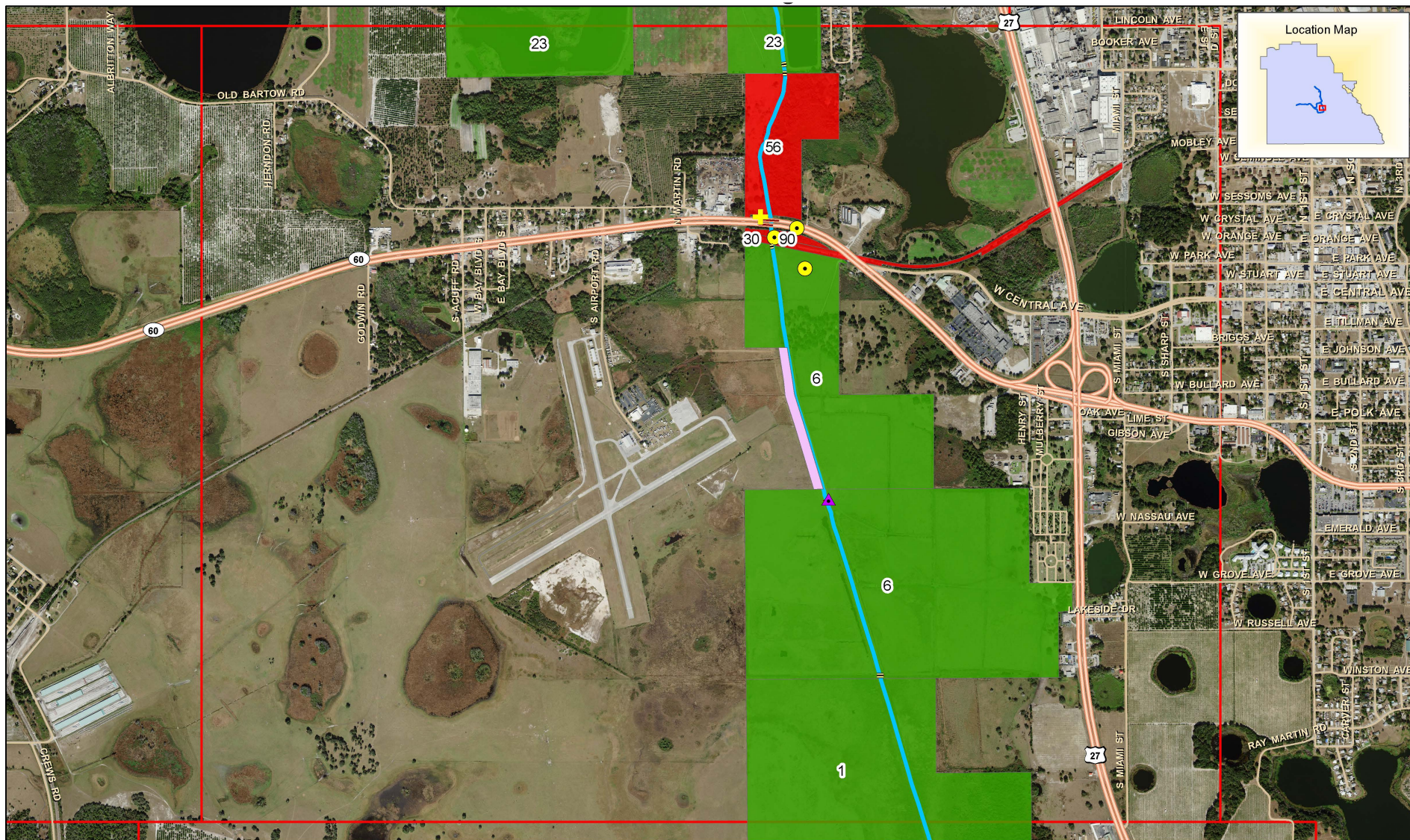
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| | ROUTE TO CREEK ACCESS | | DISTRICT LANDS |

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 07



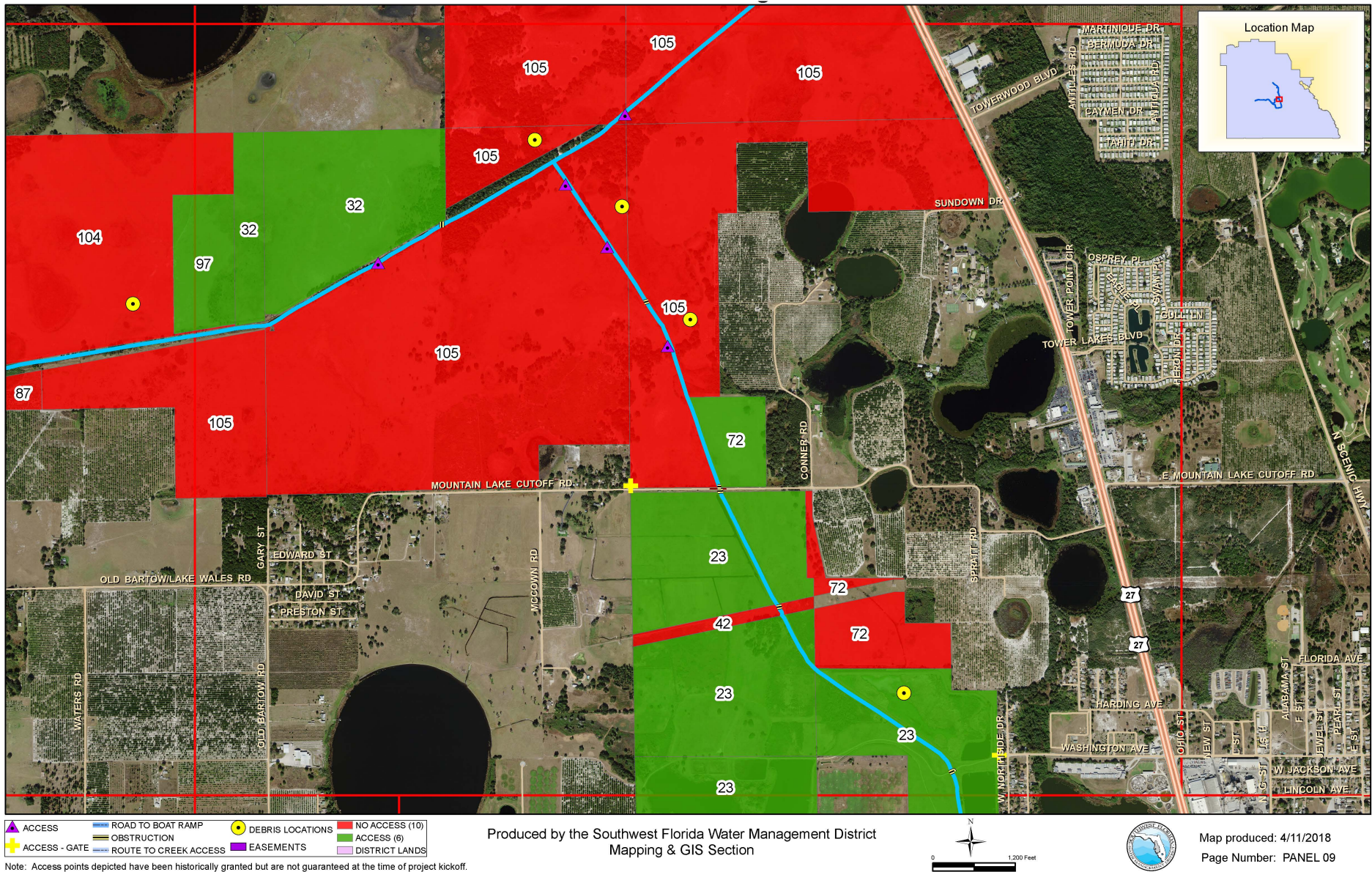
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- OBSTRUCTION
- ACCESS (4)
- ROUTE TO CREEK ACCESS
- EASEMENTS
- DISTRICT LANDS

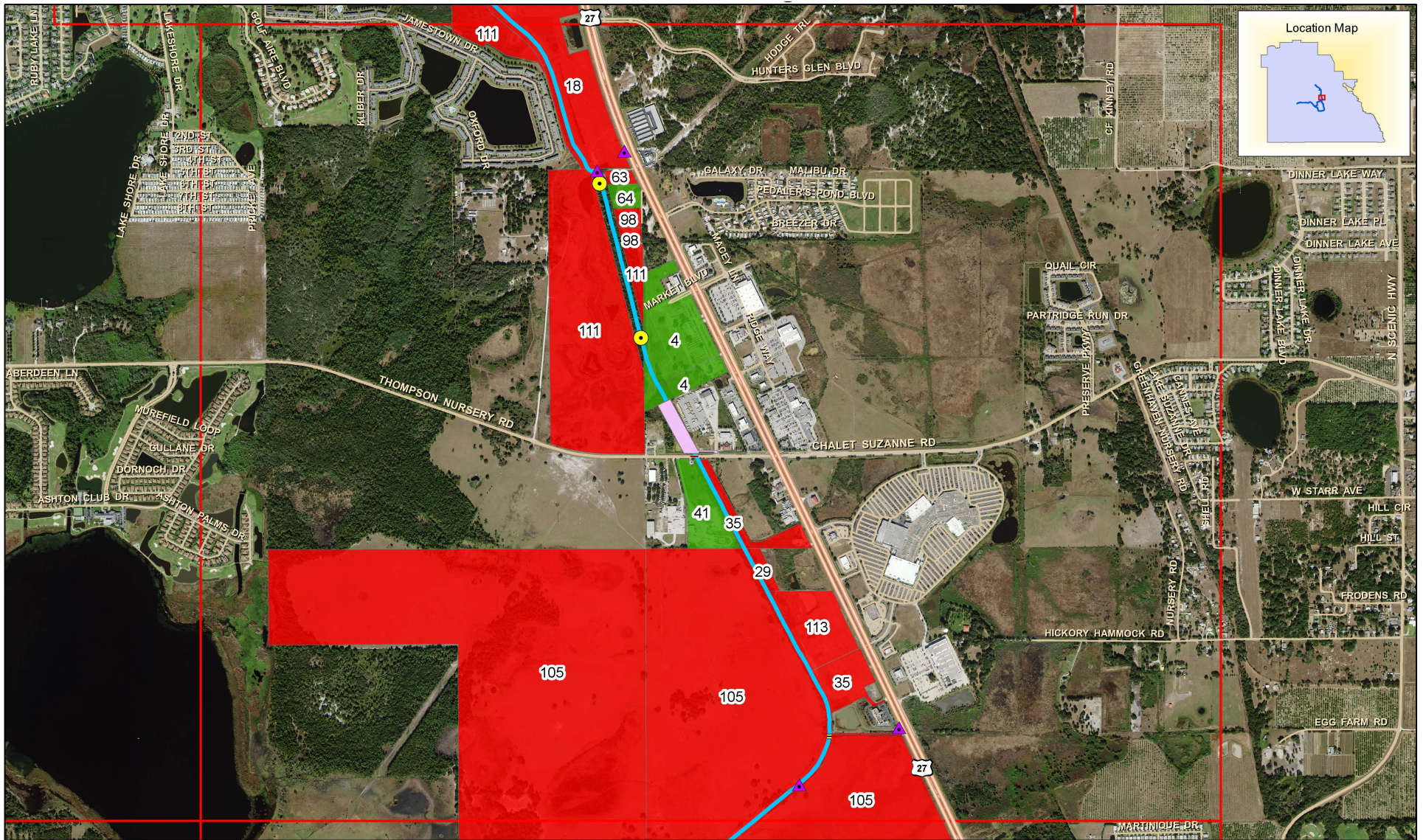
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Produced by the Southwest Florida Water Management District
Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 08





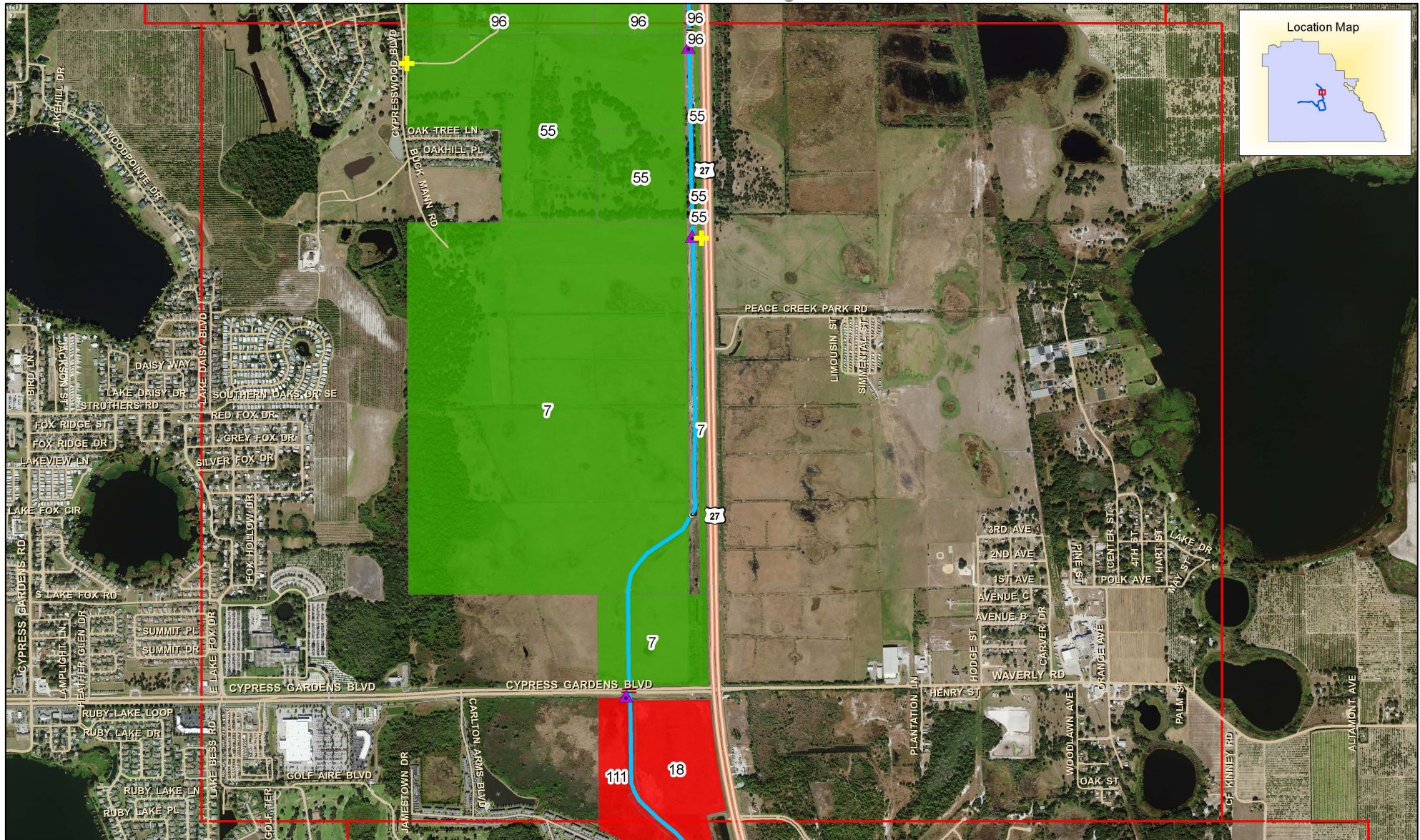
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- DISTRICT LANDS
- + ACCESS - GATE
- ROUTE TO CREEK ACCESS
- OBSTRUCTION

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 10



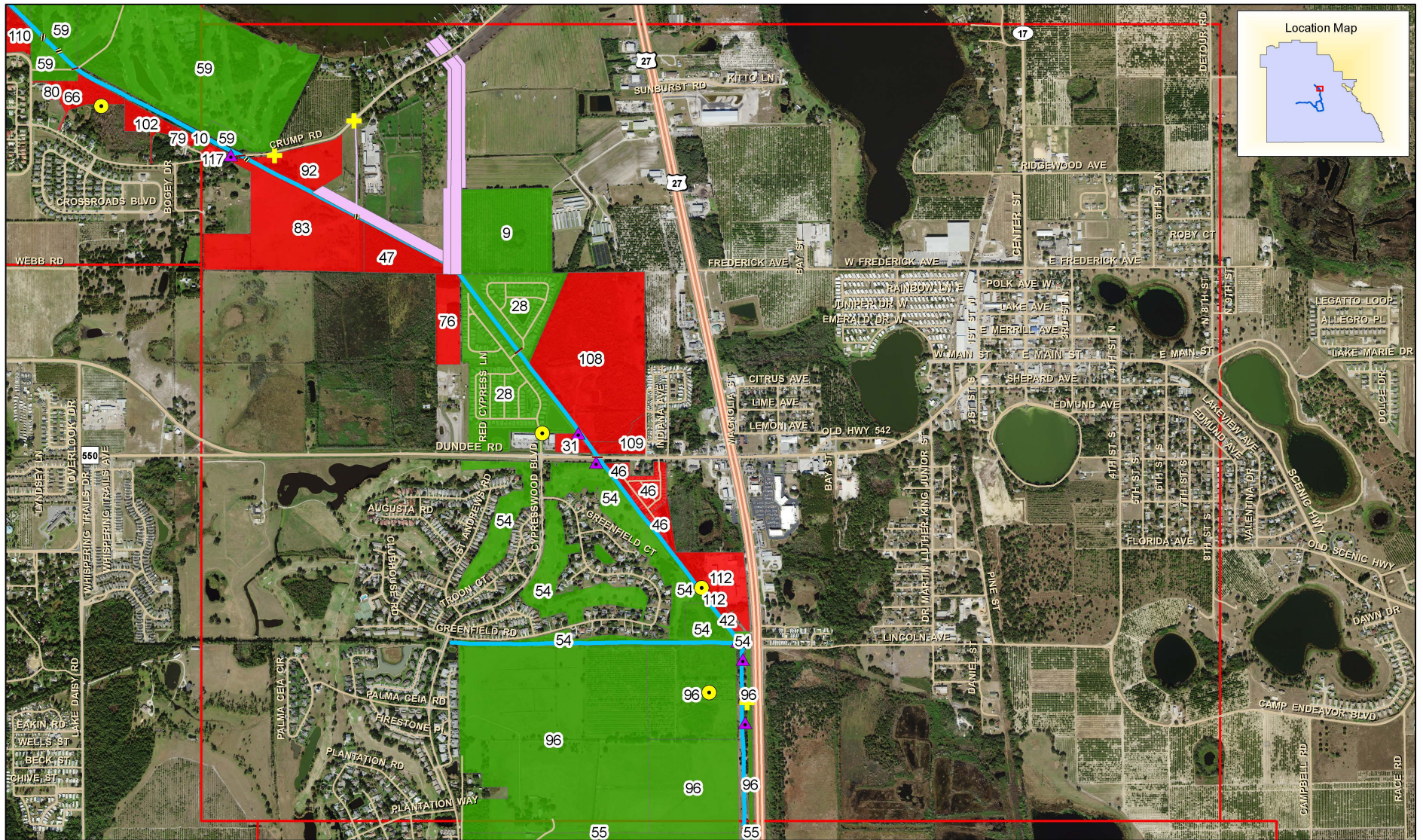
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| | — ROUTE TO CREEK ACCESS | ■ EASEMENTS | |

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.

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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 11

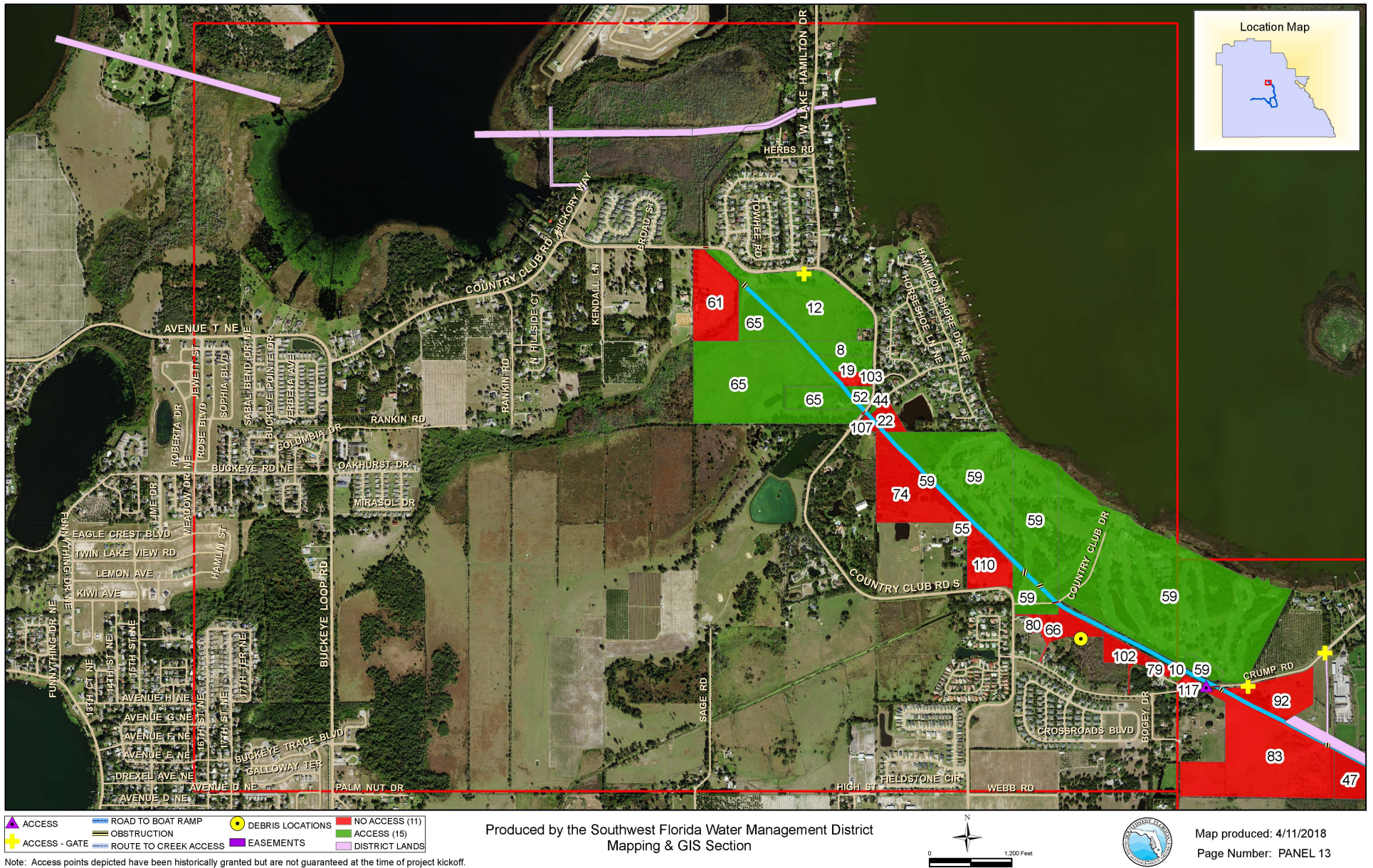


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Mapping & GIS Section



Map produced: 4/11/2018
Page Number: PANEL 12

Note: Access points depicted have been historically granted but are not guaranteed at the time of project kickoff.



ATTACHMENT 15

MEASUREMENT AND PAYMENT

1.1 GENERAL

- A. All pay items shall be paid for in accordance with this section.
- B. Contingency Allowance: The Contractor shall not use Contingency Allowance without written approval from the District.
- C. The Contractor shall accept compensation provided under the terms of the Agreement as full payment for furnishing all materials and for performing all work contemplated and embraced under the Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstruction encountered during Project work until final acceptance by the District.
- D. The Contractor shall prepare and submit a Schedule of Values and Progress Schedule to the Engineer for approval. The Schedule of Values and Progress Schedule shall be the primary means of control of the Work and will be the basis for scheduling all work and for determination of progress payments. The Schedule of Values shall subdivide the work into its component parts for each lump sum pay item below in sufficient detail to serve as the basis for estimating percent complete to support progress payments during construction. An unsupportable or unreasonable allocation of the contract lump sum price to any one of the activity and/or work items shall be justification for the rejection of the Schedule of Values. The total sum of the individual values in the Schedule of Values for each of the activities shall equal the total lump sum contract price minus contingency.
- E. Any item not indicated in the Bid Response Form but shown on the plans, shall be included as part of the lump sum quantity for Mobilization.
- F. The District shall withhold a retainage on each progress payment in accordance with the contract documents. Retainage shall be released to the Contractor upon satisfaction of all contractual obligations and the final acceptance of the completed work by the District.

1.2 PAY ITEM DESCRIPTIONS

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

The cost of bonds and any other required insurance, consideration for

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

2. Payment: The work specified under this section shall be paid for at the lump sum price for Mobilization and shall be in accordance with the following schedule:

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

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

- Mobilization

B. Erosion Control Measures

1. General: The work specified under this section shall include furnishing all labor and materials to install, inspect and maintain the erosion control and/or turbidity barriers surrounding project work as shown on the mapbook and typical details, or as required by the Florida Department of Environmental Protection or the Army Corps of Engineers (ACOE) Nationwide Permit.
2. Payment: The pay quantities for the work specified under this section shall be lump sum. The work specified under this section shall be paid for under the following Pay Items (and/or other similar project specific phasing):

- Erosion Control Measures

C. Debris Removal, Disposal, and Site Restoration

1. General: The work specified under this section consists of furnishing all required labor, equipment, and materials as necessary to remove hurricane debris from the Peace Creek Canal sections throughout the Project limits in accordance with the mapbook and typical details, specifications, RFB, License Agreements, and Agreement requirements. Also, the work includes proper disposal of the materials removed and site restoration of the properties following Contractor's work, staging, and site access.
2. Payment: The work shall be paid for per linear feet completed on properties where license agreements were obtained from property owners allowing work to the total length of each panel bid item. The linear footage length for each property where debris removal work is completed to the District's satisfaction shall be measured by the length of the canal across the given property determined by District staff from its GIS files. No payment will be made for canal sections where a license agreement is not obtained. The applicable work specified under this section shall be paid for under the following Pay Item:

- Debris Removal, Disposal & Site Restoration – Panel 1
- Debris Removal, Disposal & Site Restoration – Panel 2
- Debris Removal, Disposal & Site Restoration – Panel 3
- Debris Removal, Disposal & Site Restoration – Panel 4
- Debris Removal, Disposal & Site Restoration – Panel 5
- Debris Removal, Disposal & Site Restoration – Panel 6
- Debris Removal, Disposal & Site Restoration – Panel 7
- Debris Removal, Disposal & Site Restoration – Panel 8
- Debris Removal, Disposal & Site Restoration – Panel 9
- Debris Removal, Disposal & Site Restoration – Panel 10
- Debris Removal, Disposal & Site Restoration – Panel 11
- Debris Removal, Disposal & Site Restoration – Panel 12
- Debris Removal, Disposal & Site Restoration – Panel 13

D. Landfill Disposal Dumping Fee Reimbursement Allowance

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

E. CONTINGENCY ALLOWANCE

1. General: The work specified under this section consists of performing additional work beyond the original contract scope as directed by the District.
2. Payment: Payment for miscellaneous work outside of the original contract scope will be made only for work specifically authorized by the District in writing. Prior to beginning the work, the District and Contractor will agree on a unit price or lump sum price for the additional work. The work specified under this section shall be paid for under the Pay Item:

- Contingency Allowance