



**PROCUREMENT OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
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Posted: January 12, 2018**

**REQUEST FOR BIDS (RFB) 1803
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION
AT GREEN SWAMP IN POLK COUNTY, FLORIDA**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Services and Materials required for the Main Grade No. 3 Bridge Rehabilitation at the District's Green Swamp property in Polk County. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point at the **Green Swamp property located off Rock Ridge Road near Polk City, Florida**. Refer to Figure 1, Aerial Location Map.

MANDATORY PRE-BID CONFERENCE & SITE VISIT

**Pre-Bid Conference
January 23, 2018**

10:00 a.m. Eastern Standard Time
Colt Creek State Park Pavilion
16000 FL 471
Lakeland, Florida 33808
(352) 796-7211 Ext. 413

Site Visit

January 23, 2018

12:30 p.m. Eastern Standard Time
Green Swamp Wilderness
17301 Rockridge Road
Polk City, Florida 33868

All interested parties are required to be represented at the MANDATORY Pre-Bid Conference and the MANDATORY Site Visit. The purpose of this Pre-Bid Conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid document and to view the project site and bridge conditions. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the Pre-Bid Conference and the Site Visit is MANDATORY to qualify as a bidder. Minutes of the conference and site visit will not be created.

The MANDATORY Site Visit at the Main Grade No. 3 Bridge Rehabilitation Project location in Green Swamp Wilderness Preserve East Tract in Polk County, Florida, will follow the Pre-Bid Conference.

All Reference Documents (Maps, Technical Specifications, Drawings, etc.) are available for review and download in PDF format at <http://www.watermatters.org/procurement> and www.demandstar.com.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RFB 1803
MAIN GRADE NO. 3 BRIDGE REHABILITATION
AT GREEN SWAMP IN POLK COUNTY, FLORIDA**

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PART I - INTRODUCTION

- 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. Persons/firms receiving solicitations from the District's Internet website are responsible to recheck 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 RFB will be sent to the District at the address set forth in the heading of this RFB, and to the bidder at the address stated on the Bid Response Form.
- 1.4 **QUESTIONS.** All questions should be presented in writing to procurement@watermatters.org, the address as stated in Paragraph 1.3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) working days prior to the bid opening. Inquiries must reference the date of bid opening, and bid title and number. Bidders are responsible to check the websites listed in Paragraph 1.1, Internet Availability, or the District's responses to the questions presented.
- 1.5 **BID RECEIPT AND OPENING.** One (1) signed hardcopy original, two (2) exact copies of the original hardcopy, and one (1) exact original electronic copy (CD or USB flash drive) of the Bid Response Forms must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **February 14, 2018 at 2:00 p.m.** Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter.
- 1.6 **DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Persons/firms receiving the RFB from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.
- 1.7 **CANCELLATION.** The District reserves the right to cancel the RFB prior to bid opening 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, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all bidders. No bidders will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute an agreement with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before an agreement has been executed. Bidders are responsible for all costs associated with the preparation of its bid.
- 1.8 **BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5, Bid Receipt and Opening above if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.9 **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.
- 1.10 **SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid 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.
- 1.11 **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 price written in figures, the former will govern.
- 1.12 **CONTRACT PRICE BID.** N/A
- 1.13 **OPTIONAL ALTERNATIVE BID PROPOSALS.** N/A
- 1.14 **REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

1.15 RESPONSIVE/RESPONSIBLE. In order to be deemed responsive, the District requires that the bidder and its Key Subcontractors must be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.) at the time of bid response submittal. 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, 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 subcontractors to ensure acceptability.

1.16 REFERENCES. The bidder must provide at least two (2) references who can verify bidder's qualifications and past performance record on projects of similar scope, as may be more specifically described in Attachment 2, Construction Contractor Qualification Requirements.

1.17 LISTING OF SUBCONTRACTORS. The bidder must provide a list of its proposed Key Subcontractors with its bid response as required in Attachment 2, Construction Contractor Qualification Requirements. If requested by the District, the bidder must provide an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Key Subcontractor within the time prescribed by the District. If a Key Subcontractor does not meet the requirements of this RFB as determined by the District, the District may request the apparent successful bidder to provide a substitute subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful bidder declines to make any such substitution, the contract will not be awarded to such bidder. Work to be performed by a Key Subcontractor may not be subcontracted to another entity.

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

1.18 BID TABULATION AND NOTICE OF AWARD. Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. The names of bidders and their prices (bid tabulations) will be announced at the public opening and will be available upon request to procurement@watermatters.org, in accordance with Section 255.0518, F.S. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.

The District will award the agreement in accordance with Paragraph 4.1, Basis for Award of Contract.

1.18.1 The Notice of Intent to Award will be posted in the District's Procurement Office and on the websites stated above.

1.18.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment.

1.19 BID PROTESTS. Any bidder who protests the bid specifications 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.

1.20 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 10. 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 to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, Certificate of Insurance, Progress Schedule and Schedule of Values to the District within ten (10) calendar days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence project work within seven (7) calendar days from the date indicated on the "Notice to Proceed" from the District.

1.21 LAW COMPLIANCE. The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the 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. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, F.S., in the procurement of professional services required for the work

PART II - GENERAL CONDITIONS

2.1 DEFINITIONS.

- 2.1.1 Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample terms are attached to this RFB).
- 2.1.3 And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 Bidder:** Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal agreement with the District to do the work as bid upon.
- 2.1.6 Agreement Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Technical Specifications/Project Manual, Construction Plans, Contract, Referenced Documents and all documents identified in Paragraph 1.20, Execution of Agreement, including all reference documents.
- 2.1.7 District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the agreement, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this Project is Jeff Hagberg, Operations and Land Management Section.
- 2.1.9 Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans.
- 2.1.10 Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.11 Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this award nor the response constitutes an agreement with the District.
- 2.1.12 Notice To Proceed:** The official letter from the District to the Contractor notifying the company that the agreement has been executed and to proceed with the construction.
- 2.1.13 Owner Direct Purchases:** N/A
- 2.1.14 Person:** Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.15 Plans or Drawings:** The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the agreement documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.16 Principal:** When used in the Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.17 Scope of Work:** The specific work, improvement, or job, to which these Agreement Documents apply as described in this RFB.
- 2.1.18 Subcontractor:** Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or in behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.19 Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the engineer, as evidenced by engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.

- 2.1.20 Surety:** The corporation or individual, bound by the Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.21 Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.22 Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.
- 2.2 TERM.** The Agreement will be effective upon execution by both parties and will remain in effect for twelve (12) months from Notice to Proceed (NTP) or upon satisfactory completion of the Project and subsequently final payment by the District to the Contractor, whichever occurs first. Refer to Paragraph 3.5, Time Allowed for Contract.
- 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 Contractor in accordance with Florida and federal law.
- 2.4 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. Sample forms are set forth in this RFB.
- 2.4.1** 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 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 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.
- 2.5 OWNER DIRECT PURCHASES.** N/A
- 2.6 FUEL COST ADJUSTMENT.** N/A
- 2.7 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 Figure 2, Technical Specifications, this provision solely governs the bidder's rights with respect to offering an approved equivalent.
- 2.8 PUBLIC RECORDS LAW.** See Public Records and Documents in the Sample Agreement.
- 2.9 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 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 submitting its bid, 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. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 2.10 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the successful bidder(s), 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.
- 2.11 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. By submitting a bid, Contractor warrants that it is not currently on a discrimination 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. The Contractor agrees to include this provision in all subcontracts issued as a result of the Agreement.

2.12 EMPLOYMENT OF FLORIDA RESIDENTS. In accordance with Section 255.099, F.S., Contractor must give preference to the employment of Florida residents in the performance of the work on this Project if Florida residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term substantially equal qualifications means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. Contractor must contact the Agency for Workforce Innovation (www.floridajobs.org) to post the Contractor's employment needs in Florida's job bank system. This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination amongst the citizens of the United States.

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

2.14 LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the Contractor is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

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

2.16 INSURANCE. See Insurance Requirements in the Sample Agreement.

2.17 BONDING.

2.17.1 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 LUMP SUM BASE BID AMOUNT** as a guarantee that the awarded bidder will enter into an agreement with the District and furnish the required Performance Bond. (Sample is attached to this RFB).

2.17.1.1 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 contract award. All other bid bonds will be held until the contract and performance bond have been executed.

2.17.2 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., will be required of the Contractor. (Sample is attached to this RFB).

2.17.2.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the **PROJECT TOTAL LUMP SUM BASE BID AMOUNT**. 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 project total base bid amount on the Bid Response Form.

2.17.2.2 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).

2.17.2.3 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.

2.17.2.4 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.

2.17.3 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.

2.18 ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES. N/A

2.19 TRENCH SAFETY ACT. N/A

2.20 VALUE ENGINEERING. After the contract is awarded, the Contractor is encouraged to develop, prepare, and submit value engineering proposals (VEPs) voluntarily. Substitution of materials or equipment in lieu of that specified will not necessarily be considered a VEP. To be considered as a VEP, the substitution must involve cost savings other than a simple reduction in price of the equipment or materials. The Contractor will submit VEPs to the District.

2.20.1 VEP submittals must include, at a minimum, the following information:

2.20.1.1 A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

2.20.1.2 A list and analysis of the contract requirements that must be changed if the VEP is accepted, including any suggested specification revisions. Upon District acceptance, any design change to the plans and specifications must be prepared under the supervision of a Professional Engineer in the State of Florida at the Contractor's expense.

2.20.1.3 A separate, detailed cost estimate for: 1) the affected portions of the existing contract requirement, and 2) the VEP. The cost reduction associated with the VEP will take into account the Contractor's costs, including any amount attributable to subcontracts.

2.20.1.4 A description and estimate of costs that the District may incur or save in implementing the VEP, such as test and evaluation, operating, maintenance and support costs.

2.20.1.5 A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time.

2.20.1.6 Identification of any previous submissions of the VEP, including the dates submitted, the contract numbers involved, and previous District actions.

2.20.1.7 The Contractor may withdraw any VEP, in whole or in part, at any time before it is accepted by the District.

2.20.2 The District will notify the Contractor of the status of the VEP within fourteen (14) calendar days after the District receives it. If additional time is required, the District will provide the reason for the delay and the expected date of the decision. The District will review VEPs timely, however, it will not be liable for any delay in acting upon a VEP.

2.20.2.1 At the sole discretion of the District, any VEP may be accepted, in whole or in part, by the District's execution of a Change Order to the Agreement. Until a Change Order is executed which applies a VEP to the Agreement, the Contractor will perform in accordance with the existing Agreement. The District's decision to accept or reject all, or part of any VEP, will be final and not subject to dispute or otherwise subject to litigation.

2.20.2.2 If the VEP is not accepted, the District will notify the Contractor in writing, explaining the reasons for rejection.

2.20.3 The Contractor's share of savings is determined by subtracting District costs from contract savings and multiplying the result by fifty percent (50%) for fixed-price contracts. The District Change Order will reduce the contract price by the net savings of the VEP less the Contractor's share.

2.20.4 The Contractor is encouraged to include an appropriate value engineering clause in any subcontract and to share any cost savings with its subcontractors.

2.21 DRAWINGS AND SPECIFICATIONS. The Contractor will be furnished drawings and technical specifications. The drawing which constitute a part of the bid documents are as indexed on the title sheet of the drawings. The drawings for this project are Figure 7, North Bridge Drawing 1 of 4, or other informational figures provided in the RFB.

2.21.1 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.

- 2.21.2 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.
- 2.21.3 All drawings, specifications and copies thereof furnished by the District are the property of the District and are not to be used on other work; and with the exception of the signed contract set, are to be returned to the District at the request of the District upon the completion of the work.
- 2.22 **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.
- 2.22.1 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 Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.
- 2.22.2 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.
- 2.23 **LIQUIDATED DAMAGES.** N/A
- 2.24 **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 Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Engineer 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.
- 2.25 **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.
- 2.26 **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.
- 2.27 **MATERIALS AND EQUIPMENT SCHEDULES.** As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed, which are not in accordance with the Agreement requirements, will be rejected.
- 2.28 **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.

2.29 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 two (2) years from the date of acceptance thereof by the District or such longer duration if required in the Technical Specifications/Project Manual, 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.

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

2.31 PERMITS AND REGULATIONS. The District has obtained the necessary from FDEP, a copy is provided in Figure 4, FDEP Exemption Letter. Contractor is responsible for permit requirements as listed below. The Contractor will be responsible for complying with all conditions of the aforementioned permits. In addition, the Contractor shall apply for, and comply with the requirements of, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.

2.31.1 National Pollutant Discharge Elimination System (NPDES) Permitting: The Contractor will be solely responsible for submitting the State NPDES Notice of Intent (NOI) prior to commencing construction activity; all required monitoring during construction, and the submittal of Notice of Termination (NOT) within 14 calendar days from the date of final stabilization of the Project site. There is a \$250 or \$400 application processing fee associated with filing the State NOI for which the Contractor will be responsible for paying, depending on the area disturbed by construction activities. For disturbed areas greater than 1 acre, but less than 5 acres, the fee is \$250. For disturbed areas greater than 5 acres, the fee is \$400. Prior to submitting the NOIs, the Contractor will develop a stormwater pollution prevention plan (SWPPP) in accordance with Part V of the Florida Department of Environmental Protection's (FDEP'S) Generic Permit for "Stormwater Discharge from Large and Small Construction Activities," dated February 2015. A copy of the Generic Permit, along with the NOI and NOT forms, can be downloaded directly from the FDEP's web site at the following address:

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

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

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

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

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

2.31.5 Herbicide Application: N/A

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

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

2.33 CONSTRUCTION ACCESS. The Project site is on public property, Contractor must access the Project site at the Rock Ridge Road entrance gate near Polk City Road into the Green Swamp Wilderness Preserve East Tract property. Refer to Figure 1, Aerial Location Map.

2.34 INSPECTION OF WORK. The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the

Agreement. No inspector is authorized to change any provision of the Specifications without written authorization of the District, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

- 2.34.1** If the Agreement Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.
- 2.35 TESTS.** The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor will furnish two (2) copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Contractor will pay all costs for testing required, together with other changes incidental to testing.
- 2.36 RESIDENT SUPERINTENDENCE.** The Contractor will keep at Project site a competent Resident Superintendent and any necessary assistants. Any personnel changes in the Resident Superintendent will require prior written consent of the District. The Resident Superintendent will represent the Contractor in his absence. The Resident Superintendent will give efficient supervision to the work using his best skill and attention. The Resident Superintendent requirements are provided in Attachment 2, Construction Contractor Qualification Requirements form attached to this RFB and can only be substituted with another Resident Superintendent that meets the requirements of the Agreement as determined by the District.
- 2.37 HOURS OF WORK.** Working hours will generally be considered as being from 7:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than the above will be considered overtime work for the District.
- 2.38 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).** The Contractor shall prepare, submit, and maintain a Progress Schedule for the project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the project, and will be used as the basis of scheduling all work and for determination of contract progress payments. **The Progress Schedule will be submitted to the District for review and approval within ten (10) working days from notice of contract award. The Progress Schedule, once approved by the District, will become part of the Agreement.**
- The Progress Schedule will contain a Gantt 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 total contract bid 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 contract price.
- 2.39 POTENTIAL FERAL HOG DAMAGE.** N/A
- 2.40 JESSICA LUNSFORD ACT.** N/A

PART III – SCOPE AND SPECIFICATIONS

- 3.1 SCOPE.** The District is soliciting bids from a responsive and responsible bidder to furnish and deliver, if and when ordered, to the District, all required Services and Materials necessary to accomplish the Main Grade Road Bridge No. 3 Rehabilitation at Green Swamp in Polk County, Florida, as described in this RFB. Qualified bidders shall provide certifications for all coatings applicators from the Original Equipment Manufacturers (OEM), documenting a minimum of five (5) annual letters of certification experience with the equipment to be used on the referenced project. The terms and conditions of this RFB are incorporated into the resulting contractual relationship between the Contractor and the District.
- 3.2 PROJECT DESCRIPTION.** The Project scope of work includes all required work for structure preparation and application of corrosion protection coatings, deck restoration, pollution protection of the project site from high pressure cleaning and blasting and other necessary incidental work for the bridge rehabilitation.
- 3.3 GENERAL REQUIREMENTS.** Refer to Reference Documents for General Requirements, Technical Specifications, and Measurement details.
- 3.3.1 Background.** Green Swamp Wilderness Preserve East Tract Bridge No. 3 is a steel structure bridge approximately 40' in length and 12' in width with a laminated 2" x 6" pressure treated wood deck. The bridge has approximately 6000

square feet of steel structure surface area. The bridge was constructed in 2000 and fabricated by Steadfast Bridges, a Division of Biltolast Products, Fort Payne, Alabama. The bridge rehabilitation project will include surface cleaning and preparation for metallizing all steel structure surfaces and cleaning and treatment of the wood deck timbers and reinstallation with new hardware fasteners. The bridge has an HS-20 load rating (72,000 lbs., GVW) as do Main Grade Bridges Nos. 1 & 2. All Contractor vehicles, equipment and materials deliveries must comply with the bridge loading limits while conducting the project work. Figure 3, Main Grade Road No. 3 Bridge Rehabilitation Final Report, provides general information regarding the bridge's existing conditions to assist bidders in evaluation of the project work requirements.

- 3.3.2 Mobilization/Demobilization.** Mobilization/Demobilization includes assembly and mobilization of all necessary equipment and materials to the project site. Work includes all Product testing, Quality Control/Quality Assurance Plan, and other shop drawing type submittals. All submittals shall be in accordance with the project specifications provided. Contractor work shall include furnishing and installing the Project Construction and bridge and road closure signage near the property access entrance per District detail provided in Figure 5. Contractor shall be provided an area near the Wildlife Management Check Station for equipment and material storage; space for onsite construction temporary housing, vehicle parking, potable water and electricity services. Additional construction staging areas will be provided in mutually agreeable locations closer to the project work site at Main Grade No. 3 Bridge.
- 3.3.3 Construction Debris & Materials Containers Dumpster.** Contractor shall furnish and maintain appropriate dumpster containers to hold all construction debris storage for proper disposal and project record requirements.
- 3.3.4 Staked Silt Fence.** Contractor shall install staked silt fence to protect runoff siltation of adjacent wetlands as required due to his work and construction staging areas utilization.
- 3.3.5 Floating Turbidity Barriers.** Contractor shall install floating turbidity barriers to protect the adjacent wetlands and river streams as required due to his work and construction staging areas utilization.
- 3.3.6 Staging Area Clearing and Tree Trimming & Restoration.** Contractor shall clear or trim trees and brush for construction staging areas in locations mutually agreed by the District near the project work site and near the Wildlife Check Station. All disturbed areas shall be restored to District satisfaction and seeded and mulched with District approved materials.
- 3.3.7 Deck and Side Rail Removal & Replacement.** Contractor shall remove existing decking and side rails for cleaning and treatment per requirements provided. Decking laminated sections (approximately 2-3' lengths) shall be numbered with metal tags on end surface for replacement in same alignment as existing installation. Timber sections shall be stored in a District approved location and manner above ground surface for cleaning and restoration requirements. When steel structure metallizing rehabilitation is completed and approved, install deck timbers and side rails on the bridge in same alignment as removed. Furnish and install all timbers with self-tightening hardware as specified in Figure 6, Product Information Specifications. Timber attachment to steel members shall utilize same bolting pattern as original installation except where additional fasteners are needed for proper attachment. Timber fasteners shall be as shown in the hardware products cut sheets provided in Figure 6, Product Information Specifications or approved equal.
- 3.3.8 Wood Deck and Side Rail Cleaning & Preservation Coating.** Contractor shall clean all exterior surfaces of the bridge timbers and laminated wood decking with a high-pressure washer (1500 psi minimum rating) to District approval. Timbers shall be dried for 24 hours prior to immersion in preservative coatings bath. Contractor shall furnish and treat all wood timbers with Copper Naphthenate 8% concentrate diluted per manufacturer recommendations (1 gallon concentrate with 9 gallons mineral spirits). Timbers shall be fully immersed for a minimum of 24 hours, then lifted above bath to drain dry prior to storage for reinstallation.
- 3.3.9 Wood Deck Fire Retardant Coating.** Contractor shall provide a fire-retardant coating to all surfaces using Flame Stop II or approved equal applied at a rate of 1 gallon/125 square feet to the laminated wood decking and side rails prior to reinstallation on the bridge structure.
- 3.3.10 Corrosion Processing Protection Blanket.** Contractor shall install and maintain an appropriate protection blanket or system to collect construction debris and blasting materials for storage and disposal in accordance with Figure 2, Technical Specifications.
- 3.3.11 Steel Members Mechanical Surface Cleaning & Coatings Preparation.** Contractors shall provide the required labor, equipment, and materials to prepare the steel surfaces for thermal spray metallizing treatment in accordance with Figure 2, Technical Specifications.
- 3.3.12 Steel Members Thermal Spray Prime Coating.** Contractor shall provide the required labor, equipment, and materials to provide the prime thermal spray coating treatment to steel members in accordance with Figure 2, Technical Specifications.
- 3.3.13 Steel Members Thermal Spray Intermediate Coating.** Contractor shall provide the required labor, equipment, and materials to provide the intermediate coating treatment to steel members in accordance with Figure 2, Technical Specifications.

- 3.3.14 Steel Members Thermal Spray Top Coating.** Contractor shall provide the required labor, equipment, and materials to provide the top coating treatment to steel members in accordance with Figure 2, Technical Specifications.
- 3.3.15 Steel Members Thermal Spray Protective Coating.** Coating shall provide the required labor, equipment, and materials to provide the top coating treatment to steel members in accordance with Figure 2, Technical Specifications.
- 3.3.16 Coatings Testing & QC/QA Reports.** Contractor shall provide the required labor, equipment, and materials to conduct the required testing and reports to document the construction work in accordance with Figure 2, Technical Specifications.
- 3.3.17 Sod-Argentine Bahia.** Contractor shall furnish and install Argentine Bahia along slopes and perimeters of construction staging area where requested by the District Project Manager.
- 3.3.18 Seeding with FDOT Seasonal Mix.** Contractor shall furnish labor, equipment, and materials to seed any areas disturbed by their activities around the construction site, staging areas, and along access roads as identified by the District Project Manager.
- 3.3.19 Construction Site & Staging Area Restoration.** Contractor shall provide the required labor, equipment, and materials to restore the project construction site and staging areas to District satisfaction.
- 3.3.20 Miscellaneous Work with Construction Allowance Contingency.** The construction allowance contingency shall only be used for work approved in writing by the District Project Manager.
- 3.3.21 Alternate Bid Item.** This bid item No. 19, is to provide a price for painting all steel structure members in accordance with Figure 2, Technical Specifications, rather than in the thermal coating installation.
- 3.4 SURVEY CONTROL.** Horizontal and vertical survey control is referenced in the Plans. The Contractor will be responsible for the protection and preservation of survey benchmarks and reference points established. The Contractor will be responsible for the cost of re-establishing survey control and any mistakes that may be caused by the loss or disturbance of survey control.
- 3.5 TIME ALLOWED FOR CONTRACT.** The Contractor will diligently and expeditiously perform the Project work. The Contractor will mobilize and commence the Project site work within seven (7) calendar days from the date of receiving the Notice to Proceed from the District and will complete all Project construction work under the Agreement within sixty (60) days. The time period from the Notice to Proceed (NTP) to Substantial Completion of construction shall be no more than forty-five (45) days. Final completion of construction shall be no more than fifteen (15) days from Substantial Completion.
- 3.6 WORK PRODUCTS REQUIRED.** Figure 2, Technical Specifications and Figure 6, Product Information Specifications and this RFB, describe the services and/or products to complete this Project. These documents are incorporated into this RFB and available for review and download at the websites listed in Paragraph 1.1, Internet Availability. The Construction Plans are available in PDF formats.
- 3.7 SIGNS.** One sign shall be 8' wide x 4' high, constructed of high-density plywood (painted with exterior white), or white weather- and wind-resistant equivalent (corrugated plastic or other durable material). It shall be mounted and braced with pressure-treated lumber as necessary and maintained in presentable condition for the duration of the project. The sign shall be in place prior to commencement of work. Lettering shall be black vinyl cut out or professionally hand-painted. SWFWMD seal (12" color vinyl decal) is available through your District Project Manager; SWFWMD logotype (shown above as an example) is available as a digital file download for vinyl cut out process at www.WaterMatters.org/logo. See Figure 5, Project Sign Specifications.

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PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT. The District will award the contract to the lowest responsive, responsible bidder. For the purpose of determining the lowest bidder, the District will consider the Total Lump Sum Base Bid, unless the District accepts the Alternate Bid Item No. 19, in which case the bidder submitting the lowest Total Lump Sum Bid with Alternate Bid Item, will be deemed the lowest bidder. The District does not bind itself to accept the minimum specifications stated in the this RFB but reserves the right to accept or reject any bid that, in the judgment of the District, will best serve the needs and the interest of the District. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 BID BOND. Bidders will furnish a 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 1).

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, including Alternate Bid Item No. 19.

4.1.4.1 Bid and Agreement forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Construction Contractor Qualification Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 - Bid Bond
- Attachment 6 - Public Entity Crimes Statement

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 7 - Affidavit
- Attachment 8 - Consent of Surety Company to Final Payment
- Attachment 9 - Performance, Payment and Guaranty Bond
- Attachment 10 - Sample Agreement

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Bid and Agreement Forms Required with Bid Submission

ATTACHMENT 1

**BID RESPONSE FORM
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803**

The undersigned bidder agrees to furnish and to deliver as indicated, FOB destination point at the Green Swamp Wilderness Main Grade No. 3 Bridge Rehabilitation 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, and installation.

BASE BID				
BID ITEM	DESCRIPTION/ESTIMATED QUANTITY	QTY	UNIT	ITEM TOTAL PRICE
1	Mobilization/Demobilization	1	LS	
2	Construction Debris & Materials Containers Dumpster (Storage, Disposal, & Documentation)	1	LS	
3	Staked Silt Fence (Type III)/T350 LF	1	LS	
4	Floating Turbidity Barrier (Type II)/100 LF	1	LS	
5	Staging Area Clearing and Tree Trimming & Restoration	1	LS	
6	Wood Deck & Side Rail Removal & Replacement (Furnish & Install with new hardware fasteners)	1	LS	
7	Wood Deck Cleaning & Preservation Coating (Furnish & Install)	1	LS	
8	Wood Deck Fire Retardant Coating (Furnish & Install)	1	LS	
9	Corrosion Processing Protection Blanket (Installation & Maintenance)	1	LS	
10	Steel Members Mechanical Surface Cleaning & Coating Preparation	1	LS	
11	Steel Members Thermal Spray Prime Coating (Furnish & Install)	1	LS	
12	Steel Members Thermal Spray Intermediate Coating, 100% solids epoxy sealer (Furnish & Install)	1	LS	
13	Steel Members Thermal Spray Top Coating, aliphatic polyurethane (Furnish & Install)	1	LS	
14	Steel Members Thermal Spray Protective Coating, UV resistant polyurethane clear coat (Furnish & Install)	1	LS	
15	Coatings Testing & QC/QA Reports	1	LS	
16	Sod- Argentine Bahia/1000 SY	1	LS	
17	Construction Site & Staging Area Restoration	1	LS	
18	Construction Allowance Contingency	1	NA	25,000.00
TOTAL LUMP SUM BASE BID:			\$	
TOTAL LUMP SUM BASE BID IN WORDS: (Type or Clearly Written)				
19	Alternate Bid Item – Steel Structure Painting (Alternate for Item #11)	1	LS	
* Bidder is to substitute the price for Bid Item No. 11, with the price for Alternate Bid Item No. 19, to determine the Total Lump Sum Bid with Alternate Bid Item.				
*TOTAL LUMP SUM BID WITH ALTERNATE BID ITEM:			\$	
*TOTAL LUMP SUM BID WITH ALTERNATE BID ITEM IN WORDS: (Type or Clearly Written)				

ATTACHMENT 2

**CONSTRUCTION CONTRACTOR QUALIFICATION REQUIREMENTS
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803**

A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of two (2) references who can verify Bidder's qualifications and past performance record on projects that meet the following requirements:

- Project at substantial completion within the last seven (7) years.
- Project value of at least two-hundred thousand dollars (\$200,000).
- Similar in scope to this Project.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder.

B. WORK CATEGORIES AND KEY SUBCONTRACTORS:

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories ("Key Subcontractors"). An English-speaking supervisor is required on-site for each Work Category shown below. List the name of the proposed subcontractor, or "Bidder" if the bidder will perform the work, after each work category:

(1) Steel Structure Coatings _____

For each work category, Bidder must provide a minimum of two (2) references that meet the minimum requirements identified on the Reference Sheets that follow.

C. CERTIFICATES:

The Bidder or its Key Subcontractor must provide certification letters from Original Equipment Manufacturer (OEM) demonstrating five (5) years minimum annual certification with the equipment that will be used by any project personnel working as a metallizing applicator on the referenced project.

D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing Bidder's Team (including the Project Manager, Resident Superintendent, foreman for each work category and Key Subcontractors) identifying specific responsibilities of Bidder and Key Subcontractors.

E. MANAGER AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of its Project Manager and Resident Superintendent listing qualifications, experience, education and training. The Project Manager and Resident Superintendent must have adequate experience, generally considered as a working Project Manager/Resident Superintendent on a minimum of two (2) projects, similar in scope to this Project, within the past seven (7) years. Bidder must identify the proposed Resident Superintendent, or identify key individuals within the organization that possess the minimum qualifications who may be selected by bidder to serve as this Project's Resident Superintendent, in Attachment 2. The Resident Superintendent can only be substituted with another Resident Superintendent that meets the requirements of this RFB as determined by the District.

ATTACHMENT 2 (Continued)

BIDDER SPECIFIC QUALIFICATIONS

Bidder must provide a **minimum of two (2) references** that meet the requirements below.

BIDDER

Bidder must demonstrate Bidder's experience and expertise in successfully completing projects that meet the minimum stated requirements for each project reference. Specific projects, locations and contractor who performed work must be provided. References for past projects completed for the District are limited to a maximum of one (1) project. References are expected to include vendors other than the District.

- Project at substantial completion within the last seven (7) years.
- Project value of at least two-hundred thousand dollars (\$200,000).
- Similar in scope to this Project.

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 Resident Superintendent: _____

Contract Amount: _____

Date Project Commence: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

ATTACHMENT 3

**CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803**

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

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

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

Name of Authorized Representative

Date

ATTACHMENT 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803

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 5
BID BOND
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803

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 within ten (10) days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's 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.

ATTACHMENT 6
PUBLIC ENTITY CRIMES STATEMENT
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803

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

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

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

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

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

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

Sample Forms Referenced in this RFB

ATTACHMENT 7

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

_____ in connection with the construction of _____ 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 7 (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: _____

ATTACHMENT 8

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA

CONTRACT DATE: _____

CONTRACTOR: _____

_____ SURETY COMPANY, on bond of

(name and address of Contractor)

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

(name and address of Owner)

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

IN WITNESS WHEREOF,

_____ the Surety

Company has hereunto set its hand this _____ day of _____, 201__.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

ATTACHMENT 9

PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR
MAIN GRADE NO. 3 BRIDGE REHABILITATION AT GREEN SWAMP IN POLK COUNTY, FLORIDA
RFB 1803

State of _____ Bond No. _____

County of _____

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

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

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

WHEREAS the Principal entered into Agreement No. _____ with the District, for the
_____ 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

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY: _____

Authorized Agent for Surety

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

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

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 1803 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference, and Exhibit "B", CONTRACTOR'S Progress Schedule. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.1 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 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 PROJECT Budget contained in the CONTRACTOR'S Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.1. 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

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 Main Grade Road Bridge No. 3 Rehabilitation at Green Swamp in Polk County, Florida agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.7. The DISTRICT will hold back a retainage of ten percent (10%) of each invoice amount until the PROJECT is fifty percent (50%) complete, thereafter, the DISTRICT will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and plant maintenance. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit stating that the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D."
- 4.8. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. The DISTRICT reserves the right to withhold payment until samples, shop drawings, 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_, or upon satisfactory completion of the PROJECT and final payment by the DISTRICT to the CONTRACTOR, whichever occurs first, unless terminated, pursuant to Paragraph 12 or 13 below, or Paragraph 11 of Exhibit "A," or as amended in writing by the parties.
6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR will maintain all such records and documents for at least three (3) years following completion of the PROJECT.
- 6.1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and

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

- 6.2. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 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**

- 6.3. This provision shall survive the termination or expiration of this Agreement.
7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.
8. REPORTS. The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.
9. INDEMNIFICATION. The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the

CONTRACTOR'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

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

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

\$1,000,000 Per Occurrence

As applicable, supplemental liability insurance must include explosion, underground and collapse hazard (XCU).

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

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

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

10.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. If 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 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

10.6 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 Guarantee 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 Hillsborough. This provision shall survive the termination or expiration of this Agreement.
19. REMEDIES. Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.
20. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.
21. DRUG-FREE WORKPLACE. Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the DISTRICT with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.

22. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR.
23. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.
24. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
25. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the CONTRACTOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
26. 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.
27. DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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. By signing this Agreement, CONTRACTOR warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on this list occurs.
28. 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.
29. DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the DISTRICT'S

RFB, then to the CONTRACTOR's response to the RFB, then to Exhibit "B", and then to Exhibit "C" and then to the CONTRACTOR'S response to the RFB.

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" CONTRACTOR'S Progress Schedule
Exhibit "C" CONTRACTOR'S Schedule of Values
Exhibit "D" Sample Forms
DISTRICT'S RFB 1803
CONTRACTOR'S response to RFB 1803

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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 Resident 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, or if the DISTRICT fails to pay the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S., 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 (or beneficial occupancy or use) (of each building, structure, or phase of the project, etc., if multiple phases) 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 (or beneficial occupancy or use of the property.) The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
- 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
- 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.
18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.