

SUBMIT BID RESPONSES TO:

**PROCUREMENT OFFICE, BUILDING #2
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4133; FAX: (352) 754-6884
Email: procurement@swfwmd.state.fl.us**

PART I - INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for **Services and Materials required for the Lake Hancock Outfall Wetland Project in Bartow, Polk County, Florida.** These services and materials are more specifically described in Section 4 of this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required good/services F.O.B. **destination point at the District's property located south of Lake Hancock and north of Old Eagle Lake Road in Sections 19, 20, 21, 28, 29, and 30, Township 29 South, Range 25 East in Polk County, Florida (see project location maps on the construction plans).**

MANDATORY PRE-BID CONFERENCE

**February 9, 2011
10:00 a.m. Eastern time
Southwest Florida Water Management District's
Bartow Service Office
170 Century Blvd.
Bartow, Florida 33830
(352) 796-7211 Ext. 4133**

All interested parties are required to be represented at the MANDATORY Pre-Bid Conference and the MANDATORY site visit. The purpose of this conference is to allow potential respondents an opportunity to present questions to staff and obtain clarification of the requirements of the bid document and to view the site. 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 respondent. Minutes of the conference and site visit will not be published.

A mandatory site visit will immediately follow the pre-bid conference. Directions to the site's access point will be provided at the pre-bid conference. It is strongly recommended that attendees use 4x4 vehicles to access the site.

Full Size Plan Sets are available at NGI, 5005 West Laurel Street, Suite 102, Tampa, FL 33607, (Contact Adam Menchen, phone number 813-267-7291) for a fee of \$99 prior to and after the pre-bid conference. Also available are Technical Specifications for \$52. The prices referenced do not include shipping costs and/or applicable taxes. The Exhibit 3 Reference CD and Exhibit 4 & 5 Reference DVD's will be available at the Mandatory Pre-Bid Conference at no charge. RFB Specifications will be the only document uploaded to DemandStar.com and the District's Procurement Website.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR BID # 1101

LAKE HANCOCK OUTFALL WETLAND PROJECT

TABLE OF CONTENTS

PART I - INTRODUCTION

- 1.1 Internet Availability
- 1.2 Americans with Disabilities Act (ADA)
- 1.3 Correspondence
- 1.4 Questions
- 1.5 Bid Receipt and Opening
- 1.6 Delays, Changes and Addenda
- 1.7 Cancellation
- 1.8 Bid Withdrawal
- 1.9 Bid Signature and Form
- 1.10 Sealed Bids
- 1.11 Lump Sum Price Bid
- 1.12 Alternative Bid Proposal
- 1.13 Rejection of Bid
- 1.14 Responsive/Responsible
- 1.15 References
- 1.16 Listing of Subcontractors
- 1.17 Bid Tabulation and Notice of Award
- 1.18 Bid Protests
- 1.19 Execution of Contract

PART II – GENERAL CONDITIONS

- 2.1 Definitions
- 2.2 Term
- 2.3 Taxes
- 2.4 Owner Direct Purchases
- 2.5 Fuel Cost Adjustment
- 2.6 Retainage
- 2.7 Manufacturer's Name and Approved Equivalents
- 2.8 Public Records Law
- 2.9 Ownership of Documents and Other Materials
- 2.10 Public Entity Crimes
- 2.11 Discrimination
- 2.12 Subcontractors
- 2.13 Termination without Cause
- 2.14 Default
- 2.15 Indemnification
- 2.16 Insurance
- 2.17 Bonding
- 2.18 Archaeological, Historical and Cultural Sites
- 2.19 Trench Safety Act
- 2.20 Value Engineering
- 2.21 Drawing and Specification
- 2.22 Failure to Complete the Work on Time
- 2.23 Liquidated Damages
- 2.24 Contractor's Understanding
- 2.25 Materials, Appliances, Employees
- 2.26 Tools, Plants and Equipment
- 2.27 Materials and Equipment Schedules
- 2.28 Standards for Quality and Workmanship
- 2.29 Guarantee
- 2.30 Estimated Quantities
- 2.31 Permits and Regulations
- 2.32 Protection of Work and Property
- 2.33 Construction Access
- 2.34 Inspection of Work
- 2.35 Tests
- 2.36 Contractor Superintendence

PART III – SPECIAL CONDITIONS FOR FEDERAL CONTRACTS

- 3.1 Lobbying and Litigation Condition (General)
- 3.2 Lobbying Condition for States, Locals & Tribes
- 3.3 Recycled Paper
- 3.4 Hotel/Motel Condition
- 3.5 MBE/WBE and Small Business Conditions
- 3.6 Debarment and Suspension
- 3.7 Stevens Amendment
- 3.8 Access to Records
- 3.9 Nondiscrimination
- 3.10 Drug-Free Workplace
- 3.11 Equal Employment Opportunity
- 3.12 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- 3.13 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
- 3.14 Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)
- 3.15 Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))
- 3.16 Compliance with the Provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328).
- 3.17 Compliance with Environmental Standards.
- 3.18 Compliance with Historic Preservation Acts.
- 3.19 Compliance with the Mandatory Standards and Policies Relating to Energy Efficiency
- 3.20 Immigration and Nationality Act
- 3.21 Patent and Copyrights
- 3.22 Federal, State, Local Rules and Regulations
- 3.23 Buy American Act

PART IV – SCOPE AND SPECIFICATIONS

- 4.1 Scope
- 4.2 General Project Description
- 4.3 General Requirement and Technical Specifications
- 4.4 Survey Control
- 4.5 Hours of Work
- 4.6 Progress Schedule and Schedule of Values (Post-Award)
- 4.7 Schedule For Utility Availability

PART V – BID RESPONSE

- 5.1 Basis for Award of Contract

ATTACHMENTS

- Exhibit 1 - Bid and contract forms required with bid submission
- Exhibit 2 - Sample forms referenced in this RFB
- Exhibit 3 - Reference CD will be available at the mandatory pre-bid meeting.
- Exhibit 4 - Reference DVD will be available at the mandatory pre-bid meeting.
- Exhibit 5 - Reference DVD will be available at the mandatory pre-bid meeting.

ATTACHMENTS (continued)

Exhibit 1

Attachment 1 - Bid Response Form
Attachment 2 - Acknowledgment of Addenda
Attachment 3 - Construction Contractor Qualification Submittal Package Requirements
Attachment 4 - Certification Regarding Lobbying
Attachment 5 - Disclosure of Lobbying Activities
Attachment 6 - Certification Clean Air Act/Clean Water Act
Attachment 7 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment 8 - Trench Safety Act Compliance Form
Attachment 9 - Certification Regarding Drug-Free Workplace Requirements
Attachment 10 - EPA Form 6100-3, DBE Program Subcontractor Performance Form
Attachment 11 - EPA Form 6100-4, DBE Program Subcontractor Utilization Form
Attachment 12 - Bid Bond
Attachment 13 - Certificate as to Corporate Principal

Exhibit 2

Attachment 14 - Affidavit/Final Release of Lien Affidavit
Attachment 15 - Consent of Surety to Final Payment
Attachment 16 - Performance, Payment and Guaranty Bond
Attachment 17 - EPA Form 5700-52A, MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements
Attachment 18 - EPA Form 6100-2, DBE Program Subcontractor Participation Form
Attachment 19 - Sample Agreement
Attachment 20 - Owner Direct Purchase Conditions
Attachment 21 - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
Attachment 22 - Standard Federal Equal Employment Opportunity Construction Contract Specifications
Attachment 23 - Check List of EEO Documentation For Bidders on EPA Assisted Construction
Attachment 24 - Employer Information Report EEO-1
Attachment 25 - Requirements For Subagreements Awarded By A Prime Contractor
Attachment 26 - Labor Standards Provisions For Federally Assisted Construction

Exhibit 3 - Reference CD

Technical Specifications
Lake Hancock Outfall Wetland Project Geotechnical Report
Survey Files
FDEP Noticed General Permit Approval Order

Exhibit 4 – Reference DVD

Test pit/plot construction videos

Exhibit 5 – Reference DVD

Plan Set (pdf)
Plan Set (AutoCAD Civil 3D®)

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, or addenda are available for review and download at <http://www.watermatters.org/procurement>. 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 any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act, should contact the Finance Administrative Supervisor at 352-796-7211 or 1-800-423-1476 (Florida Only), ext. 4121; TDD ONLY 1-800-231-6103; fax 352-754-6876.
- 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.** The District will accept **written** questions in the form of e-mail, fax or by mail relating to this RFB **only** during the following period: from **February 9, 2011 through March 2, 2011**.
- 1.5 BID RECEIPT AND OPENING.** An original plus three (3) copies of bid must be received by the **District's Procurement Office**, on or before **March 16, 2011 at 2:30 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 visitors 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. Pursuant to Section 119.071(1) (b), Florida Statutes (F.S.), all bids submitted will be subject to review as public records ten (10) 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 ten day period.
- 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 or addenda related to this RFB issued by the District will be sent to all persons/firms recorded as having received the original RFB. 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 a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5 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, 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 OPTIONAL ALTERNATIVE BID PROPOSALS.** Bidders may voluntarily develop, prepare, and submit alternative bid proposals with their bid response. Bidders are responsible for all costs associated with the preparation of any alternative bid proposal. The District is responsible for costs associated with its review of alternative bid proposals. Alternative bid proposals shall not a) alter or replace the treatment technology (constructed wetlands), b) change the general design concepts associated with this RFB, or c) require any additional acquisition of land or easements. Alternative bid proposals shall meet or exceed the purposes and performance standards of this RFB. Alternative bid proposals shall not increase the overall costs to the District, including those associated with construction, test and evaluation, operation and maintenance, and with implementing the changes. Bidders submitting alternative bid proposals must also provide a base bid on the existing requirements. Alternative bid proposals must be clearly marked as "Alternative Bid," and the additional or deductive costs from the base bid line amount must be included in the Alternative Bid section of the Bid Response

Form. Alternative bid proposals that do not include sufficient detail or that do not conform to the requirements of this RFB may be considered non-responsive and be subject to dismissal.

- 1.13 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.
- 1.14 RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the bidder and its Key Subcontractors be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to list all Key Subcontractors as required in Attachment 3 will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part V, 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-responsive. 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.
- 1.15 REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 3.
- 1.16 LISTING OF SUBCONTRACTORS.** The bidder must provide a list of its proposed Key Subcontractors with its bid response as required in Attachment 3. 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 the District, after due investigation has reasonable objection of any proposed Key Subcontractor, the District may, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If the apparent low bidder declines to make any such substitution, the contract will not be awarded to such bidder.
- 1.17 BID TABULATION AND NOTICE OF AWARD.** Bid recaps (listing the names of bidders who responded to this RFB) and bid tabulations (listing the names of bidders and their prices) will be posted for review by interested parties in the District's Procurement Office and the District's Procurement Website, <http://www.watermatters.org/procurement> and www.demandstar.com. 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 ten (10) 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 ten day period.
- The District will award the contract in accordance with section 5.1, Basis for Award of Contract.
- 1.17.1** The Notice of Intent to Award will be posted in the District's Procurement Office and on the website stated above.
- 1.17.2** Bid files may be examined at the Purchasing Office in the Brooksville headquarters during normal working hours by appointment.
- 1.18 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.
- 1.19 EXECUTION OF CONTRACT.** The Contractor must submit a Performance Payment and Guarantee Bond, Certificate of Insurance, and Progress Schedule and Schedule of Values to the District prior to the District's execution of the Agreement. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement and provide the Agreement to the EPA for approval. The Contractor must execute the Agreement within ten (10) business days of receipt from the District. The Contractor will mobilize and commence project work within ten (10) business days from the date indicated on the "Notice to Proceed" from the District.

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. A Sample Agreement is attached hereto as Attachment 19.
- 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 contract with the District to do the work as bid upon.
- 2.1.6 Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: Executed Agreement for Construction Services; General Conditions; Special Conditions; Special Conditions for Federal Contracts; Supplemental Conditions; Plan Drawings and Addenda, Technical Specifications, and other reference documents as set forth in Exhibit 3; and all pages of RFB 1101 along with the Contractors' complete response submitted for RFB 1101.
- 2.1.7 District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this project is Janie Hagberg, P.E., SWIM Program, Resource Data and Restoration Department.
- 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 Award:** The official letter from the District announcing the successful bidder. Neither this award nor the response constitutes a contract with the District.
- 2.1.12 Notice To Proceed:** The official letter from the District to the Contractor notifying the company that the contract has been executed and to proceed with the construction.
- 2.1.13 Owner Direct Purchases:** Any materials purchased by the District pursuant to Attachment 20, Owner Direct Purchase Conditions.
- 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 Exhibit 3, Drawing Index, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.16 Principal:** When used in the Contract 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 Contract Documents apply as described in Section 4 of RFB 1101.
- 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:** The work (or a specified part thereof) which has progressed to the point where, in the opinion of 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 Contract 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 term of the Agreement is anticipated to include twenty months for construction. Time period from Notice to Proceed to Substantial Completion shall be no more than 18 months. Final completion shall be no more than 2 months from Substantial Completion.
- 2.3 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 37-02-0007887-52C). 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 OWNER DIRECT PURCHASES.** The District reserves the right to directly purchase certain materials, supplies, goods and personalty, or to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers, including equipment, directly to District. Any materials purchased by District pursuant to such agreements or assignments will be referred to as "Owner Direct Purchases" (ODP). The responsibilities of both District and Contractor relating to such ODP will be governed by the Owner Direct Purchase Conditions set forth in Attachment 20, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.
- 2.5 FUEL COST ADJUSTMENT.** The District will make price adjustments to reflect increases or decreases in the price of fuel from those in effect during the month in which bids were received subject to the requirements of this paragraph. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for fuel will be made only when the current price varies by more than 5% from the bid price (base price) with the Contractor absorbing the first 5% increase and the District absorbing the first 5% decrease. The bidder will state in the area provided on the Bid Response Form, the current cost per gallon of fuel purchased by the bidder. After the award is made, this stated cost per gallon will be used as the base price for computing any allowable escalation/de-escalation in the unit cost of fuel.
- It will be the Contractor's sole responsibility to submit its request for a price adjustment increase, providing sufficient documentation to the District to support the requested adjustment, no more frequently than every two months. The fuel cost escalation/de-escalation will not exceed the percentage change in the United States Department of Labor Producer Price Index latest available information for Gasoline, Series Id WPU0571, and No. 2 diesel fuel, Series Id WPU057303, not seasonally adjusted, base date 1982. The Contractor must report and certify the number of gallons and cost of fuel (gasoline and/or diesel) used for this project during the period represented in each invoice.
- Price adjustments will be paid, or deducted, upon approval of a change order prepared after completion of all work. Contractor markups on fuel are not permitted. Payment of escalation allowances will be made from the District's contingency.
- 2.6 RETAINAGE.** The District will hold back a retainage of ten percent (10%) of each invoice amount until the project is fifty percent (50%) complete, thereafter, the District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and 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 all lower tier entities such as subcontractors, suppliers, etc., as well as all taxes, have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are attached to this RFB.
- 2.6.1** The District may retain and hold so much of the payments due the Contractor under the Agreement it considers necessary until any actions, causes, claims, demands, judgments, losses, payments, recoveries, or suits have been settled and acceptable evidence to that effect has been furnished to the District.

- 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.
- 2.8 PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Bidders' failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District.
- 2.8.1** Pursuant to Subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Bidders agree to keep such information confidential. The successful bidder, hereinafter Contractor, agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under the Agreement, and to which the provisions of Chapter 119, F.S., also apply.
- 2.9 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.** All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under the Agreement with District funds or developed in connection with the Agreement will be and will remain the property of the District.
- 2.10 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 issued as a result of the Agreement.
- 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 SUBCONTRACTORS.** Nothing in the Agreement will create, or be implied to create, any relationship between the District and any subcontractor of the Contractor.
- 2.13 TERMINATION WITHOUT CAUSE.** The 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 Schedule of Values, and are allowed under the Agreement.
- 2.14 DEFAULT.** Either party may terminate the Agreement upon the other party's failure to comply with any term or condition of the Agreement, as long as the terminating party is not in default of any term or condition of the Agreement at the time of termination.

The parties agree that the Agreement is an executory contract. 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, the Agreement will automatically terminate. In addition to the above, the District may terminate this Agreement in accordance with Paragraph 7 of Exhibit "A" of the Sample Agreement referenced as Attachment 19.

2.15 INDEMNIFICATION. The Contractor agrees to defend, 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.

2.16 INSURANCE. The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

2.16.1 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 limits and coverage's:

Per Occurrence \$2,000,000

2.16.2 The Contractor must purchase and maintain builders risk, all risk, insurance based on the completed value of project. The policy must include all materials intended for installation including those purchased by the District. The "owner purchased" materials shall be covered at a temporary location, in transit, and at the job site.

2.16.3 The District and its employees, agents, and officers will be named as additional insured's on the general liability and builders risk policies to the extent of the District's interests arising from the Agreement.

2.16.4 Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage's:

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

2.16.5 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. 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.

2.16.6 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the District of any change or cancellation of any of the required insurance coverage.

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

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 total **PROJECT TOTAL BASE BID AMOUNT** as a guarantee that the awarded bidder will enter into an agreement with the District and furnish the required Performance Bond. (Sample is attached as Attachment 12 in Exhibit 1)

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 as Attachment 16 in Exhibit 2.)
- 2.17.2.1** The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid price, including the District's Contingency Amount, listed on the Bid Response Form. The bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond will be included in the total price bid 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.
- 2.17.3 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.** If archaeological artifacts are uncovered during construction, the Contractor must stop work in the area and promptly notify the District so that a course of action can be determined.
- 2.19 TRENCH SAFETY ACT.** The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, F.S. The Contractor must complete and submit the Trench Safety Act Compliance Form as part of the Contractor's bid package.
- 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 this Agreement. Until a Change Order is executed which applies a VEP to this 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 drawings which constitute a part of the bid documents are as indexed on the title sheet of the drawings.
- 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 section will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.
- 2.22.2** In the event of any national, state or local emergency which significantly affects the Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Contractor such as labor strikes or riots, then the Contractor's obligation to complete the work within the time frames provided in the Agreement will be suspended for the period of time the condition continues to exist. This suspension in time will be the Contractor's sole remedy for the delays set forth above.
- 2.23 LIQUIDATED DAMAGES.** The parties to this contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages for those items of damage not otherwise provided for by the contract, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed therefore shall be Seven Hundred Thirty Five Dollars (\$735) per calendar day. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted the Contractor and sureties for the Contractor shall be liable thereof.

- 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. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in the drawings or in layout as given by points and instructions, it will be his duty to immediately inform the engineer, in writing, and the District will promptly verify the discrepancy. Any work done after such discovery, until authorized, will be done at the Contractor's risk. 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.
- 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 one year from and after the date of acceptance thereof by the District. 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 RFB 1101.
- 2.31 PERMITS AND REGULATIONS.** The District is responsible for obtaining the following permits: USACE Nationwide 27 and FDEP Noticed General Permits. Copies of the environmental permits will be provided. The Contractor will keep copies of these permits at the construction site throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits. Any additional permits and licenses necessary for the execution of the work will be secured and paid for by the Contractor.
- 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 area greater than 5 acres, the fee is \$400. Prior to submitting the NOIs, the Contractor will develop a stormwater pollution prevention plan (SWPPP) in accordance with Part V of the DEP'S Generic Permit for "Stormwater Discharge from Large and Small Construction Activities," dated May 2003. A copy of the Generic Permit, along with the NOI and NOT forms, can be downloaded directly from the DEP'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.

- 2.32** **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.** Contractor must access project site via Old Eagle Lake Road at Crossover Road.

- 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 his 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 Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then 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. 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. The testing company(s) to be used by the Contractor will be approved by the District.

- 2.36** **CONTRACTOR SUPERINTENDENCE.** The Contractor will keep, on each project site(s) during its progress, a competent superintendent and any necessary assistants. Any personnel changes in the superintendent will require prior written consent of the District. The superintendent will represent the Contractor in his absence. The superintendent will give efficient supervision to the work using his best skill and attention. The superintendent must be identified in Contractor Qualification form attached to this RFB and can only be changed with District approval.

PART III - SPECIAL CONDITIONS FOR FEDERAL CONTRACTS

- 3.1 LOBBYING AND LITIGATION CONDITION (GENERAL).** The Contractor agrees to provide U.S. Environmental Protection Agency (EPA) Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act will certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.
- 3.1.1 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient
- 3.2 LOBBYING CONDITION FOR STATES, LOCALS & TRIBES.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c) (4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the act as a special condition of the subcontract.
- 3.3 RECYCLED PAPER.** Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to have all reports required by this Agreement printed on recycled paper. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
- 3.4 HOTEL/MOTEL CONDITION.** The Contractor agrees that all conference, meeting, convention, or training space funded in whole or in part with federal funds, will comply with The Hotel and Motel Fire Safety Act of 1990.
- 3.5 MBE/WBE AND SMALL BUSINESS CONDITIONS.** In accordance with the EPA's Disadvantaged Business Enterprise (DBE) Program, the Contractor will ensure, to the fullest extent possible, that at least the negotiated fair share percentages of Federal funds for subcontracts for supplies, construction, equipment or services are made available by the Contractor to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- 3.5.1** Disadvantaged Business Enterprises (DBEs) are:
- 3.5.1.1** entities owned and/or controlled by a socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
 - 3.5.1.2** a Small Business Enterprise (SBE);
 - 3.5.1.3** a Small Business in a Rural Area (SBRA);
 - 3.5.1.4** a Labor Surplus Area Firm (LSAF); or
 - 3.5.1.5** a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- 3.5.2** Minority Business Enterprises (MBEs) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.
- 3.5.3** Women's Business Enterprises (WBEs) are entities that are at least 51% owned and/or controlled by women (under the 10% and 8% statutes).
- 3.5.4** The Contractor agrees to include in its bid documents, and require all of its subcontractors to include in their bid documents, the fair share percentages set forth below. The Contractor agrees to achieve, to the fullest extent possible, the State of Florida's fair share objective and to require those selected project participants to comply with 40 CFR 33. The negotiated fair share objectives for the State of Florida are as follows:
- 3.5.4.1** Architectural & Engineering Services: 10% MBE and 15% WBE
 - 3.5.4.2** Commodities: 7% MBE and 17% WBE
 - 3.5.4.3** Contractual: 14% MBE and 36% WBE
 - 3.5.4.4** Construction: 10% MBE and 11% WBE (non SRF)

- 3.5.5** The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.
- 3.5.6** The Contractor is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies, even if it has achieved its fair share objectives:
- 3.5.6.1** Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 3.5.6.2** Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 3.5.6.3** Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - 3.5.6.4** Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - 3.5.6.5** Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 - 3.5.6.6** If subcontractors award subcontracts, the subcontractors are required to take the steps in paragraphs 3.5.6.1 through 3.5.6.5.
- 3.5.7** The Contractor is required to comply with the following contract administration requirements:
- 3.5.7.1** The Contractor must pay its subcontractors for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the District.
 - 3.5.7.2** The Contractor must notify the District in writing prior to any termination of a DBE subcontractor for convenience.
 - 3.5.7.3** If a DBE subcontractor fails to complete work under the subcontract for any reason, the Contractor is required to employ the six good faith efforts described in Section 3.5.6 if soliciting a replacement subcontractor.
 - 3.5.7.4** The Contractor must provide EPA Form 6100-2, DBE Program Subcontractor Participation Form, to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the Contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.
 - 3.5.7.5** The Contractor must have its DBE subcontractors complete EPA Form 6100-3, DBE Program Subcontractor Performance Form, and include all completed forms as part of the Contractor's bid or proposal package. This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.
 - 3.5.7.6** The Contractor must complete and submit EPA Form 6100-4, DBE Program Subcontractor Utilization Form, as part of the Contractor's bid or proposal package. This form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.
- 3.5.8** To evaluate compliance with the fair share objectives, the Contractor also agrees to comply with P.L.102-389 and the six good faith efforts and Contract Administration Requirements stated in 40 CFR 33, (restated in Subparagraph 3.5.6 above) and must retain all records documenting the Contractor's and all its subcontractor's good faith efforts.

- 3.5.9** In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Contractor agrees to utilize, and to encourage its subcontractors under this Agreement to utilize, small businesses located in rural areas to the maximum extent possible. The Contractor agrees to follow the six good faith efforts and Contract Administration Requirements stated in 40 CFR 33 in the award of any subcontracts under this Agreement.
- 3.5.10** The Contractor agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the Contractor receives the award and continuing until the project is completed. These reports must be submitted to the District within 10 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30)
- 3.6 DEBARMENT AND SUSPENSION.** In accordance with Executive Orders 12549 and 12689, Debarment and Suspension (40 CFR 32), the Contractor will agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor will not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the EPA to the DEP.
- 3.6.1** Upon submission of its bid, the Contractor will complete, sign and return a copy of Attachment 7, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
- 3.6.2** The Contractor will include the language of this section, and the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" in all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 3.7 STEVENS AMENDMENT.** Pursuant to the disclosure requirements in the Stevens Amendment to the Treasury, Postal Services and General Government Appropriations Act, 1992, the federal funds awarded to the District for the project total up to \$1,733,400, amounting to approximately 6% of the total cost of the project.
- 3.7.1** Neither the United States nor any of its departments, agencies or employees are or will be a part to this RFB or any resulting contract.
- 3.8 ACCESS TO RECORDS.** The District, any consultant operating on behalf of the District, the State of Florida, the EPA, the Comptroller General of the United States, the United States Department of Labor, or any of their authorized representatives, will have access to the site and any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement resulting from this RFB, for the purpose of performing audit or project monitoring, and such records will be subject to examination, copying, excerpting or transcribing. The Contractor will retain all required records for five (5) years after final payment is made and all other pending matters are closed.
- 3.8.1** The Contractor will maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 31 in effect on the date of execution of the Agreement resulting from this RFB. The Contractor will also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36 for any negotiated contract or change order and a copy of the cost summary submitted by the DEP. The EPA, the Comptroller General of the United States, the United States Department of Labor, the DEP and the State or any of their authorized representatives will have access to all such books records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Contractor will provide facilities for such access and inspection.
- 3.8.2** If this is a formally advertised, competitively awarded, fixed price Agreement, the Contractor agrees to make paragraphs 3.8.1 through 3.8.7 of this clause applicable to all negotiated change orders and amendments affecting the Agreement price. In the case of all other types of prime contracts, the Contractor agrees to include paragraphs 3.8.1 through 3.8.7 of this clause applicable to all contracts awarded in excess of \$10,000 at any tier, and to make paragraphs 3.8.1 through 3.8.7 of this clause applicable to all change orders directly related to project performance.
- 3.8.3** Audits conducted under this provision will be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
- 3.8.4** The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs 3.8.1 and 3.8.2 of this provision and to any of the agencies referred to in paragraph 3.8.1.

- 3.8.5** Records under paragraphs 3.8.1 and 3.8.2 above will be maintained by the Contractor during performance on EPA assisted work under this Agreement and for the time periods specified in 40 CFR 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken will be maintained by the Contractor for the time periods specified in 40 CFR 31.
- 3.8.6** Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph 3.8.1 of this clause will have access to records at any reasonable time for as long as the records are maintained.
- 3.8.7** This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement change orders regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements, change orders and amendments: a) to the extent the records pertain directly to contract performance; b) if there is any indication that fraud, gross abuse or corrupt practices may be involved; or c) if the agreement is terminated for default or for convenience.
- 3.9** **NONDISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of the Agreement.
- 3.9.1** **Compliance with all Federal statutes relating to nondiscrimination** – Contractor shall comply with: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
- 3.10** **DRUG-FREE WORKPLACE.** The Contractor must comply with the applicable provisions of the Drug-Free Workplace requirements as set forth in 40 CFR 36. The unlawful manufacture, distribution, dispensing, possession or use of a controlled is prohibited in the District's workplace. Contractors who are directly engaged in the performance of work under the contract to be awarded must abide by the terms of the District's Drug-Free Workplace policies, and notify the District in writing of a conviction for a violation of a criminal drug statute no later than five (5) calendar days after such conviction. The Contractor must complete and submit the Certification Regarding Drug-Free Workplace Requirements form as part of the Contractor's bid package.
- 3.11** **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See Attachments: 21, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity; 22, Standard Federal Equal Employment Opportunity Construction Contract Specifications; 23, Check List of EEO Documentation For Bidders on EPA Assisted Construction; 24, Employer Information Report EEO-1.
- 3.12** **(COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c).** Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (contracts greater than \$2,000) shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The contractor shall report all suspected or reported violations to the federal awarding agency and the District.
- 3.13** **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333).** Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 3.14 CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED (33 U.S.C. 1251 et seq.)** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the EPA, and the District.
- 3.15 SECTION 508 OF THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED (33 U.S.C. 1368) AND SECTION 1424(e) OF THE SAFE DRINKING WATER ACT (42 U.S.C. 300h-3(e))** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the EPA.
- 3.16 COMPLIANCE WITH THE PROVISIONS OF THE HATCH ACT (5 U.S.C. 1501-1508 AND 7324-7328)** Contractor shall comply with the Hatch Act which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 3.17 COMPLIANCE WITH ENVIRONMENTAL STANDARDS WHICH MAY BE PRESCRIBED TO THE FOLLOWING:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 3.18 COMPLIANCE WITH HISTORIC PRESERVATION ACTS.** Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 3.19 COMPLIANCE WITH THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY.** Contractor shall comply with State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 3.20 IMMIGRATION AND NATIONALITY ACT.** Contractor will comply with Section 274A(e) of the Immigration and Nationality Act.
- 3.21 PATENT AND COPYRIGHTS.** The EPA, the Florida Department of Environmental Protection (DEP), and the Southwest Florida Water Management District (District) reserve a royalty-free, nonexclusive, nontransferable, and irrevocable paid-up license to practice, reproduce, publish or otherwise use, and to authorize others to practice or use for government purposes: (i) the copyright in any work developed in relation to, or as a result of, the Agreement; and (ii) any rights of copyright to which the Contractor purchases ownership in relation to, or as a result of, the Agreement; and (iii) any rights with respect to any invention acquired or retained by the Contractor in relation to, or as a result of, the Agreement. Contractor agrees to comply with all other federal regulations pertaining to patent rights acquired in relation to, or as a result of, the use of federal funding. The Contractor must report to the District, promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement on the Agreement. In the event of any claim or suit against the District or EPA, on account of any alleged patent or copyright infringement arising out of the performance of the Agreement or out of the use of any supplies furnished or work or services performed hereunder, the Contractor must furnish to the District, when requested by the District, all evidence and information in possession of the Contractor pertaining to such suit or claim.
- 3.22 FEDERAL, STATE, LOCAL RULES AND REGULATIONS.** The Contractor must comply with all applicable federal, state and local rules and regulations in performing all work under the Agreement. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of the Agreement. See Attachments: 25, Requirements For Subagreements Awarded By A Prime Contractor; 26, Labor Standards Provisions For Federally Assisted Construction.
- 3.23 BUY AMERICAN ACT.** The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.
- 3.23.1** Components, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

- 3.23.2** Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.
- 3.23.3** Domestic construction material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to Sec. 12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic.
- 3.23.4** The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of the Agreement, except for foreign construction materials, if any, listed in the Agreement.

PART IV - SCOPE AND SPECIFICATIONS

- 4.1 SCOPE.** It is the purpose of the resulting agreement to furnish and deliver, if and when ordered, to the District, all services and materials required for the Lake Hancock Outfall Wetland Project. All work shall be performed in accordance with the Lake Hancock Outfall Wetland Project Drawings, Technical Specifications, all reference material included in Exhibit 3, and with this RFB document.
- 4.2 GENERAL PROJECT DESCRIPTION.** The Lake Hancock Outfall Wetland Project is a large-scale, flow-through, wetland to improve the quality of water that discharges from Lake Hancock to Saddle Creek and ultimately to the Peace River and Charlotte Harbor. The project site is located adjacent to and south of Lake Hancock in Bartow, Polk County, Florida. The finished project will consist of a 1,008-acre treatment wetland located on former reclaimed phosphate mine clay settling areas now owned by the District. Water will be pumped from the southern shore of the lake through three wetland cells. The cells will incorporate narrow planting strips separated by larger natural recruitment zones. The treated water will discharge from the Cell 3 wetland outfall structure into Lower Saddle Creek, which is downstream of the lake outfall structure (P-11). The project includes construction of an inlet pump station, instrumentation, controls, control structures, earthwork, embankment, slurry cut-off wall, channels, aeration structure and access road.
- A project description is given in Section 01010 – Summary of Work in the Technical Specifications.
- Detailed work requirements are shown in the plans, details, notes, and technical specifications included in the various attachments referenced herein.
- 4.2.1 Geotechnical Information** - Geotechnical investigation reports are provided in Exhibit 3.
- 4.2.2 Erosion Control** - The Contractor will be responsible for maintenance of State and Federal Water Quality Standards by implementing erosion control management practices to eliminate sediment transport from project work areas. Erosion control devices will include floating turbidity barriers, staked silt fence, staked hay bales, temporary sediment sumps as well as other Best Management Practices (BMP's) as necessary. The Contractor shall prepare and submit an erosion and turbidity control plan and dewatering plan to the District for review and approval prior to commencement of work.
- 4.3 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.** Refer to Exhibit 3 for General Requirements and Technical Specifications.
- 4.4 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 by the District. The Contractor will be responsible for the cost of re-establishing survey control by the District and any mistakes that may be caused by the loss or disturbance of survey control.
- 4.5 HOURS OF WORK.** Working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work hours must comply with local ordinances of the City of Bartow and Polk County. Work done at times other than the above will be considered overtime work for the District. Any inspection services required of the District or its duly authorized representative during overtime hours will be made at the expense of the Contractor, and such costs will be deducted from payments otherwise due the Contractor. The cost to be deducted from payment otherwise due the Contractor will be the overtime hours actually required multiplied by an hourly rate of one hundred forty five dollars (\$145.00) per hour.

- 4.6 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 bar chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five days or more, a value of \$2,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery and all quality or operational testing activities will be included.

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

- 4.7 SCHEDULE FOR UTILITY AVAILABILITY.** Prospective bidders are hereby notified that electrical and telecommunications tie-in points will be available after December 31, 2011. Availability prior to this time cannot be guaranteed.

PART V – BID RESPONSE

- 5.1 BASIS FOR AWARD OF CONTRACT.** The District will award the contract to the lowest responsive, responsible bidder. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid or alternative bid proposal that, in the judgment of the District, will best serve the needs and the interest of the District. The District will evaluate alternate bid proposals based on a bidder's status of apparent low bidder. The District's cost consideration of alternative bid proposals will include any increased costs to the District to implement the changes. The District reserves the right to accept or reject alternate bid proposals, or cancel all bids to permit rewriting the bid specifications to include any substantive alternate bid proposal and rebid the project if such alternative bid proposal is not responsive to this RFB and demonstrates a better overall project plan. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

5.1.1 BID BOND. Bidders will furnish a bid bond, cash, cashier's check or certified check as required by Section 2.17.

5.1.2 SATISFACTORY REFERENCES. Bid references must be provided as required by Section 1.14.

5.1.3 ACKNOWLEDGMENT OF ADDENDA. A written acknowledgment of receipt of all written addenda to the RFB will be submitted with the completed bid form. An Acknowledgment of Addenda form is provided as Attachment 2 of Exhibit 1.

5.1.4 COMPLETION OF ALL BID DOCUMENTS. All bid documents and forms included in Section 5.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

5.1.4.1 Exhibit 1: Bid and contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Acknowledgment of Addenda
- Attachment 3 - Construction Contractor Qualification Submittal Package Requirements
- Attachment 4 - Certification Regarding Lobbying
- Attachment 5 - Disclosure of Lobbying Activities
- Attachment 6 - Certification Clean Air Act/Clean Water Act
- Attachment 7 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment 8 - Trench Safety Act Compliance Form
- Attachment 9 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 10 - EPA Form 6100-3, DBE Program Subcontractor Performance Form
- Attachment 11 - EPA Form 6100-4, DBE Program Subcontractor Utilization Form
- Attachment 12 - Bid Bond
- Attachment 13 - Certificate as to Corporate Principal

5.1.4.2 Exhibit 2: Sample Forms referenced in this RFB:

- Attachment 14 - Affidavit/Final Release of Lien Affidavit
- Attachment 15 - Consent of Surety to Final Payment
- Attachment 16 - Performance, Payment and Guaranty Bond
- Attachment 17 - EPA Form 5700-52A, MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements
- Attachment 18 - EPA Form 6100-2, DBE Program Subcontractor Participation Form
- Attachment 19 - Sample Agreement
- Attachment 20 - Owner Direct Purchase Conditions
- Attachment 21 - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Attachment 22 - Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Attachment 23 - Check List of EEO Documentation for Bidders on EPA Assisted Construction
- Attachment 24 - Employer Information Report EEO-1
- Attachment 25 – Requirements for Sub-Agreements Awarded by a Prime Contractor
- Attachment 26 – Labor Standards Provisions for Federally Assisted Construction.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

EXHIBIT 1

Bid and contract forms required with bid submission

ATTACHMENT 1

BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101

The undersigned bidder has carefully read this Request for Bid and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Request for Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Request for Bid, the Bidder will provide the materials or services as stipulated in the specification of this RFB. Bidder further agrees to furnish and to deliver as indicated, **FOB destination point at the District's property located south of Lake Hancock and north of Old Eagle Lake Road in Sections 19, 20, 21, 28, 29, and 30, Township 29 South, Range 25 East in Polk County, Florida**, for the prices quoted thereon as follows:

Firm prices will be stated and include all packing, handling, shipping, transportation, travel charges and delivery.

1.) Mobilization

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1	LS	Mobilization/Demobilization		

1. Mobilization Sub-total: _____

2.) General Requirements

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1	LS	General Requirements		

2. General Requirements Sub-total: _____

ATTACHMENT 1 Cont.

**BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101**

3.) Site Work

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1	LS	Site Erosion Control		
b	1	LS	Demolition of Existing Drainage Features		
c	1	LS	Land Clearing & Preparation		
d	1	LS	Tree Protection, Fence		
e	1	LS	Discharge Channel Excavation		
f	1	LS	Roadway Excavation & Grading		
g	1,040	Acres	Wetland Cell Grading		
h	1	LF	Deep Zone Grading		
i	1	LS	Embankment Construction		
j-1	151,300*	LCY	Borrow Fill – On-Site borrow pit		
j-2		LCY	Borrow Fill – Off-Site source		
k	4,950	Tons	Rip-Rap Ditch Protection – Bank & Shore		
l	1,080	Tons	Rip Rap Ditch Protection – Ditch Lining		
m	382,000	SF	Seepage Cut-off Wall		
n	22,200	LF	Soil Cap for Seepage Cut-off Wall		
o	1	LS	Road Base 12" Lime Rock Geotextile		
p	1	LS	Asphalt Pavement		
q	6	EA	Boat Ramp		

3. Site Work Sub-total: _____

*Breakdown of Borrow Fill must be provided and must total 151,300 LCY

ATTACHMENT 1

**BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101**

4.) Structures

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1	LS	Splitter Box		
b	1	LS	Water Control Structure, DS-C1-1		
c	1	LS	Water Control Structure, DS-C1-2		
d	1	LS	Water Control Structure, DS-C2-1		
e	1	LS	Water Control Structure, DS-C3-1		
f	1	LS	Aeration Structure, A-C3-1		
g	1	LS	Box Culvert at TECO Easement		

4. Structures Sub-total: _____

5.) Pipes & Culverts

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1,930	LF	24" Corrugate HDPE Pipe, Type S		
b	1,230	LF	36" Corrugate HDPE Pipe, Type S		
c	220	LF	48" Corrugated HDPE Pipe, Type S		
d	8	EA	36" Concrete Mitered End Section		
e	2	EA	48" Concrete Mitered End Section		
f	460	LF	48" D.I.P. Class 150 Pipe & Fittings		

5. Pipes & Culverts Sub-total: _____

ATTACHMENT 1

**BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101**

6.) Miscellaneous

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	90	Acres	Seeding		
b-1	1	LS	Wetland Plants – Cell 1		
b-2	1	LS	Wetland Plants – Cell 2		
b-3	1	LS	Wetland Plants – Cell 3		
c	11	EA	Level Sensors		
d	1	LS	Communication – Radio Path Study & Antenna Foundation Design		
e	1	EA	Communication – Pump Station Radio Tower (50- ft)		
f	3	EA	Communication – Monitoring Site Towers (10-ft each)		
g	1	LS	Communication – Installation		
h	1	LS	Power		
i	1	LS	Water Structure Controls		

6. Miscellaneous Sub-total: _____

ATTACHMENT 1

BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101

7.) Pump Station

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1	LS	Site Work		
b	1	LS	Inlet Channel		
c	1	LS	Pump Station Structure		
d	1	LS	Control Building		
e	1	LS	Flow Meter and Vault		
f	1	LS	Electric, Instrumentation and Controls		
g	1	LS	Mechanical Intake Trash Rack/Rake		
h	1	LS	Stop Logs and Frame Set		
i	3	EA	Submersible Mixed Flow Pumps		
j	1	LS	Pump Station Piping and Valves		

7. Pump Station Sub-total: _____

**BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101**

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
a	1	LS	Reimbursement for Bartow Electric Power Feed	\$50,000.00	\$50,000.00
b	1	LS	District's Contingency	\$2,000,000.00	\$2,000,000.00

TOTAL LUMP SUM BID (with Allowances): _____

--

No. 2 diesel fuel on-road \$ _____; off-road \$ _____.

ATTACHMENT 1

**BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101**

9.) Alternative Bid Proposals

ITEM NUMBER (from Bid Response Form)	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT		NET REDUCTION
				PRICE	TOTAL PRICE	

Note: Line item above must indicate Bid Form category that alternative replaces. Alternative bid proposals must include detailed descriptions, plans, and specifications necessary for consideration of functionality and maintenance requirements in accordance with Paragraph 1.12.

Alternative Bid Proposals Sub-total: _____

Total Lump Sum Amount (including Allowances and Alternative Bid Proposals) \$_____

TOTAL LUMP SUM BID ITEMS AMOUNT IN WORDS (including Allowances and Alternative Bid Proposals) (Type or Clearly Print):

BID RESPONSE FORM
FOR
LAKE HANCOCK OUTFALL WETLAND PROJECT

BID NUMBER RFB 1101

The District reserves the right to award the Bid with or without any individual Bid item for the Project in order to achieve its restoration goals and considering available funding.

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

BIDDER - (Company Name As Contained On Corporate Seal)

MAILING ADDRESS	CITY	STATE	ZIP CODE
-----------------	------	-------	----------

PHYSICAL ADDRESS	CITY	STATE	ZIP CODE
------------------	------	-------	----------

TELEPHONE NUMBER	FAX NUMBER	AUTHORIZED SIGNATURE (Manual)
------------------	------------	-------------------------------

DATE	AUTHORIZED SIGNATURE (Typed Name and Title)
------	---

EMAIL ADDRESS

[NOTE:] If you are entering a "No Bid", please state reason in space below or on the back of this form, and return.

ATTACHMENT 2

ACKNOWLEDGMENT OF ADDENDA FORM

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Company Name: _____

Name and Title: _____

Mailing Address: _____

Telephone Number: _____

ATTACHMENT 3

CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL PACKAGE REQUIREMENTS

A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of three (3) references. Required format for references is provided at the end of Attachment 3. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

- Project at substantial completion or completed within the last seven years.
- Constructed value of at least ten million dollars.
- Similar in size and scope to the Lake Hancock Outfall Wetland Project.

B. 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"). List the name of the proposed subcontractor, or "Bidder" if the bidder will perform the work, after each work category:

- (1) earthwork construction _____
- (2) earthen dike construction _____
- (3) soil bentonite backfill cut-off wall installation _____
- (4) wet excavation/dredging work _____
- (5) concrete form work _____
- (6) equipment installation _____
- (7) electrical and instrumentation installation _____
- (8) control system integration _____
- (9) wetland planting and establishment _____

C. LICENSES:

The Bidder must be a licensed General Contractor in the State of Florida. All subcontractors performing work requiring a specialty license must be licensed in the State of Florida. This includes but is not limited to electrical and mechanical trades, as well as any other earthwork contractor on the Bidder's team. Provide license information below for Bidder and all subcontractors identified herein.

<u>Classification</u>	<u>Issuing Government</u>	<u>License Issue Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing Bidder's Team identifying specific responsibilities of Bidder and Subcontractors.

E. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working project manager/superintendent on a minimum of two projects, similar in size and scope to the Lake Hancock Outfall Wetland project, within the past seven (7) years.

ATTACHMENT 3 Cont.

F. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:

Bidder must demonstrate Bidder's/Key Subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and contractor who performed work must be provided.

- 1) Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.

- 2) Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.

- 3) Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).

- 4) Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

ATTACHMENT 3 Cont.

REFERENCE FORMAT

Bidder Company Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

ATTACHMENT 3 Cont.

REFERENCE FORMAT

Bidder Company Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

ATTACHMENT 3 Cont.

REFERENCE FORMAT

Bidder Company Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Phone No.: _____

Project Name: _____

Project Location: _____

Contractor Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

ATTACHMENT 3 Cont.

Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this RFB. Only projects that are complete or substantially complete as of the bid due date will be considered).

I certify that the qualifications questionnaire information is true and correct to the best of my knowledge:

Company _____
By _____
Name _____
Signature _____
Address _____ Phone _____
Date _____

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

ATTACHMENT 4

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence the officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose according.

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

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT 5

Approved by OMB
0348-0048

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. Loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: _____ Prime _____ SubContractor Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a SubContractor, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

ATTACHMENT 5 Cont.

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-Contractor or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate date classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate date classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-Contractor e.g., the first sub-Contractor of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks 'Sub-Contractor,' then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number of grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., 'RFFI-DE-90-001.'
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, City, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, Full Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 6

**CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT**

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 SWFWMD 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 7

EPA Form 5700-49 (11-88)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec.1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title Authorized Representative

Signature of Authorized Representative

Date

___ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT 7 Cont.

Instructions for Certification Regarding Debarments

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

According, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510. Participants' responsibilities, in the attached regulation.

Where to Submit:

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters' or Regional Office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce them and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202/475-8025)

EPA Form 5700-49 (11-88)

ATTACHMENT 8

TRENCH SAFETY ACT COMPLIANCE FORM

1. The bidder acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (hereinafter called the "Act") and the requirements established herein.
2. The bidder further acknowledges that the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The bidder will consider the geotechnical information available from the District, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the District is not obligated to provide such information, that bidder is not to rely solely on such information if provided, and that bidder is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 01, 1990. The undersigned further identifies the costs to be \$_____ per lineal foot.
6. The amount in Item 5 herein includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 9

Certification Regarding Drug-Free Workplace Requirements

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

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 10



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ☐ Yes ☐ No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Print Name Title		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

ATTACHMENT 11



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).			
_____ Signature of Prime Contractor		_____ Date	
_____ Print Name		_____ Title	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

ATTACHMENT 12

BID BOND
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101

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 (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.

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

IN PRESENCE OF:

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

_____	_____
Business Address	City/State/Zip Code

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

_____	_____
Business Address	City/State/Zip Code

(Corporate Principal or Company Name)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

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

(Title)

(Corporate Surety)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

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

ATTACHMENT 13

**CERTIFICATE AS TO CORPORATE PRINCIPAL
FOR
RFB 1101 – LAKE HANCOCK OUTFALL WETLAND PROJECT**

I, _____, certify that I am the Secretary of the Corporation named as principal in the foregoing Bid Bond; that _____, who signed the said Bond on behalf of the principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

State of Florida
County of _____
City of _____

Before me, a notary public duly commissioned, qualified and acting personally, appeared:

To me well known, who being by me first duly sworn upon oath says that he is the Attorney-in-Fact for the _____.

And that he has been authorized by _____ to execute the foregoing Bid Bond on behalf of the Contractor named therein in favor of the Southwest Florida Water Management District. Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public, State of Florida at Large
My Commission Expires: _____

EXHIBIT 2

Sample Forms referenced in this RFB

ATTACHMENT 14

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 all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) 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 _____, 2010.

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 14 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 _____, 2010.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, 2010.

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 15

CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR THE
LAKE HANCOCK OUTFALL WETLAND PROJECT
BID NUMBER RFB 1101

PROJECT: LAKE HANCOCK OUTFALL WETLAND PROJECT,
BARTOW, POLK COUNTY, FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: LAKE HANCOCK OUTFALL WETLAND PROJECT

CONTRACT DATE: _____

CONTRACTOR: _____

_____, SURETY COMPANY,

On bond of (here insert name and address of Contractor)

CONTRACT, hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner) _____

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

IN WITNESS WHEREOF,

_____ the Surety

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

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

ATTACHMENT 16

PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR RFB 1101

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 (\$_____)
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, 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.

**U.S. ENVIRONMENTAL PROTECTION AGENCY
 MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE
 AGREEMENTS, AND INTERAGENCY AGREEMENTS**

PART 1. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR 200_____		1B. REPORTING PERIOD (Check ALL appropriate boxes) ☐ 1 st (Oct-Dec) ☐ 2 nd (Jan-Mar) ☐ 3 rd (Apr-Jun) ☐ 4 th (Jul-Sep) ☐ Annual ☐ Check if this is the last report for the project (Project completed).																			
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____		BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																			
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)		3A. RECIPIENT NAME AND ADDRESS																			
2B. EPA DBE COORDINATOR Name: _____ E-mail: _____	2C. PHONE: Fax: _____	3B. RECIPIENT REPORTING CONTACT: Name: _____ E-mail: _____	3C. PHONE: Fax: _____																		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																			
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____		5B. If NO procurement and NO accomplishments were made this reporting period, check and skip to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. <u>Accomplishments</u>, in this context, are procurements made with MBEs and/or WBEs. ☐																			
5C. Total Procurement and MBE/WBE Accomplishments This Reporting Period (Only include amount not reported in any prior reporting period) Were sub-awards issued under this assistance agreement? Yes____ No____ Were contracts issued under this assistance agreement? Yes____ No____ Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients.) Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;"></th> <th style="width:15%; text-align: center;"><u>Construction</u></th> <th style="width:15%; text-align: center;"><u>Equipment</u></th> <th style="width:15%; text-align: center;"><u>Services</u></th> <th style="width:15%; text-align: center;"><u>Supplies</u></th> <th style="width:15%; text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>					<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																
\$MBE:	_____	_____	_____	_____	_____																
\$WBE:	_____	_____	_____	_____	_____																
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.) 																					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE																			
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE																			

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700_52a.pdf

ATTACHMENT 17 Cont.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services _A (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 01/31/11)

Instructions:

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter or annually, per the terms and conditions of the financial assistance agreement. Submission dates are January 30, April 30, July 30, and October 30. The submission date for annual reports is October 30. MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or

more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

The following affirmative steps for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instructions for Part I:

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. November 29, 2005 falls within Federal fiscal year 2006)
- 1b. Check applicable reporting box, quarterly or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year or quarter, and provide a brief description of the revision you are making.
- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSDBU website at www.epa.gov/osdbu. Click on "Regional Contacts" for the name of your coordinator.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter under all of your SRF Assistance Agreements. The figure reported in this section is not directly tied to an individual Assistance Agreement identification number. (SRF state recipients report state procurements in this section)

- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4a. Provide the Assistance Agreement or Interagency Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement or Interagency Agreement.
- *For SRF recipients:** In box 4a list numbers for ALL open Assistance Agreements. SRF recipients will report activity for all Agreements on one form.
- 4b. Refer back to Assistance Agreement document for this information.
- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.
- *For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.
- 5b. Self-explanatory.
- 5c. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

Provide the total dollar amount of all contracts/procurements awarded this reporting period by the recipient and all sub-recipients, and SRF loan recipients. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include the Federal, State and local shares in the procurement awards.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what steps you are taking in furtherance of the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
7. Name and title of official administrator or designated reporting official.
8. Signature and month, day year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

- Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
- Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
- Dollar value of procurement.
- Date of award, shown as month, day, year. Date of award is defined as the date the contract or procurement was awarded, not the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. (Where direct purchasing is the procurement method, the date of award is the date the purchase was made)

ATTACHMENT 17 Cont.

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (eg., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

--This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030

Approved: 05/01/2008

Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature

Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR THE
LAKE HANCOCK OUTFALL WETLAND PROJECT (H014)

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

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to complete the work of the ____ Project, hereinafter referred to as the "PROJECT"; and

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

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

WHEREAS, DISTRICT funding for the PROJECT includes Section 319(h) grant funds from the U. S. Environmental Protection Agency (EPA), Federal Catalog of Domestic Assistance number: CFDA 66.460.

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

1. INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.
2. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:

SWIM Section
Southwest Florida Water Management District
7601 US Highway 301 North
Tampa, Florida 33637

Project Manager for the CONTRACTOR:

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

2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Department Director, or Deputy Executive Director if the Department Director is the Project Manager. 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, RFB 1101, including all Addenda, and the CONTRACTOR'S response to RFB 1101, 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 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.

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 on the Bid Response Form, included in the CONTRACTOR'S response to RFB 1101.

4. COMPENSATION. For satisfactory completion of the PROJECT, the DISTRICT will pay the CONTRACTOR the sum of _____ (\$_____). 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 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 1166
Brooksville, Florida 34605-1166

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 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.
- 4.2 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 Lake Hancock Outfall Wetland Project agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.3 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 all lower tier entities such as subcontractors, suppliers, etc., as well as all taxes, have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in RFB 1101.

4.4 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.

4.5 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.

5. CONTRACT PERIOD. This Agreement will be effective upon execution by all parties and will remain in effect through _____, 201_, unless terminated, pursuant to Paragraph 12 or 13 below, or 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. The CONTRACTOR will maintain all such records and documents for at least five (5) years following completion of the PROJECT. Each party will 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.

6.1 Pursuant to Subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the DISTRICT are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The CONTRACTOR agrees to include the above provision in all agreements with subcontractors that are related to the CONTRACTOR'S

performance under this Agreement, and to which the provisions of Chapter 119, F.S., also apply.

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.
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.
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:

Per Occurrence	\$2,000,000
----------------	-------------
 - 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 Contractor must purchase and maintain builders risk, all risk, insurance based on the completed value of project. The policy must include all materials intended for installation including those purchased by the District. The "owner

purchased” materials shall be covered at a temporary location, in transit, and at the job site.

- 10.4 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 10.5 CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. 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.
- 10.6 The CONTRACTOR must deliver to the DISTRICT, prior to commencing any work under this Agreement, a Performance, Payment and Guarantee bond which is satisfactory to the DISTRICT and equal to one hundred percent (100%) of the contract amount as set forth below in Paragraph 11.
- 10.7 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the DISTRICT of any change or cancellation of any of the required insurance coverage.
- 10.8 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 Schedule of Values, 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. The parties agree that this Agreement is an executory contract. 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. 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 7 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 advance notice or copies to the DISTRICT'S Project Manager and Communications Program Director.
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 all persons employed during the term of this

Agreement by CONTRACTOR to perform employment duties within Florida in accordance with the terms and conditions applicable to the E-Verify Program. The CONTRACTOR shall certify in writing to the DISTRICT its compliance with this provision within thirty (30) days of execution of this Agreement. If the CONTRACTOR uses subcontractors to perform any work under this Agreement, 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 in the County of Hernando.
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.
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.
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. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
24. 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.
25. 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.
26. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
27. DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the DISTRICT'S Request For Bids RFB 1101, then to the CONTRACTOR'S response to RFB 1101, then to Exhibit "B," and then to Exhibit "C."

Exhibit "A" - Special Project Terms and Conditions
Exhibit "B" - CONTRACTOR'S Progress Schedule
Exhibit "C" - CONTRACTOR'S Schedule of Values
DISTRICT'S Request For Bids RFB 1101
CONTRACTOR'S response to RFB 1101

EXHIBIT "A"
SPECIAL PROJECT TERMS AND CONDITIONS

1. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR and is available via cellular telephone. The CONTRACTOR will provide emergency contact phone numbers of representatives who can be contacted after normal working hours. Answering services and mechanical telephone answering machines are not an acceptable substitute.
2. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
3. 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.
4. 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.
 - 4.1 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.
 - 4.2 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.
 - 4.3 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.
5. 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, 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.

6. 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 or 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.
7. 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 DISTRICT or CONTRACTOR or of anyone under the CONTRACTOR'S control, then DISTRICT will have the option of suspending or terminating the Agreement. The DISTRICT will pay the CONTRACTOR for all work completed to date in accordance with this Agreement.
8. 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.
9. 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.
10. 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 Contractor's license and photocopies of licenses for all of its subcontractors. Said licenses must be for the trade to be performed and provide that the entities to which they are issued are authorized to do business in Pinellas County, Florida. State of Florida certification alone will not be acceptable, the CONTRACTOR and all subcontractors must register with Pinellas County, Florida,

and be granted an occupational license. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the DISTRICT.

11. 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 of each phase of the project according to the following process. The CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion. The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 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.
 - 11.1 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.
 - 11.2 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.
12. 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. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

The remainder of this page left blank intentionally.

OWNER DIRECT PURCHASE CONDITIONS

1. District reserves the right to directly purchase certain materials, supplies, goods and personalty, or to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers, including equipment, directly to District. Any materials purchased by District pursuant to such agreements or assignments will be referred to as "Owner Direct Purchases" (ODP). The responsibilities of both District and Contractor relating to such ODP will be governed by the terms and conditions of these Owner Direct Purchase Conditions, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.
2. Material suppliers must be selected by the Contractor after obtaining at least three (3) quotes. Supply contracts must be awarded by the Contractor to the supplier whose quote is most advantageous to the District, price and other factors considered.

The Contractor must include the price for all construction materials in its lump sum bid amount, including all Florida State sales and other taxes normally applicable to such material and equipment. The District may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. District-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

3. Contractor must provide District a list of all intended suppliers, vendors, and materialmen for consideration of ODP. This list must be submitted at the same time as the preliminary schedule of values and the project Critical Path Method (CPM) schedule. The Contractor must submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from District, and in a timely manner, Contractor will prepare purchasing requisition requests, in form and detail acceptable to District, which specifically identify the materials which District may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form must include:
 - 4.1 the name, address, telephone number and contact person for the material supplier,
 - 4.2 manufacturer or brand, model or specification number of the item,
 - 4.3 quantity needed as estimated by Contractor,
 - 4.4 the price quoted by the supplier for the materials identified therein,
 - 4.5 any sales tax associated with such quote,
 - 4.6 delivery dates as established by Contractor,
 - 4.7 any reduction in Contractor's cost for both the Payment Bond and the Performance Bond,
 - 4.8 shipping, handling and insurance costs,
 - 4.9 detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal,
 - 4.10 special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the District.

Contractor must include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

5. After receipt of the Purchasing Requisition Request Form, District will prepare a Purchase Order and Certificate of Entitlement for all items of material, which District chooses to purchase directly. The Purchase Order and Certificate of Entitlement will be sent to the vendor with a copy sent to the Contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Contractor, excluding any sales tax associated with such price. Promptly upon receipt of each Purchase Order copy, Contractor will implement its review and tracking procedures for the purchase of the items. The Purchasing Manager will be the approving authority for the District on Purchase Orders in conjunction with ODP. The Purchase Order will require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
6. In conjunction with the execution of the Purchase Orders by the suppliers, Contractor will execute and deliver to District one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the District elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to District, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP will not be deducted from the contract. The District's Project Manager shall be the approving authority for the District on deductive Change Orders in conjunction with ODP.
7. The Contractor will be fully responsible for all matters relating to the procurement of materials furnished by District in accordance with these Owner Direct Purchase Conditions including, but not limited to assuring the correct materials and quantities are ordered and received, placing orders in a timely manner, coordinating purchases with vendors, and coordinating delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor agrees to indemnify and hold harmless the District from any and all claims, regardless of nature, resulting in nonpayment to material suppliers and arising from the actions or omissions of the Contractor.
8. The Contractor is responsible for unloading, handling and storing materials until installed. As ODP are delivered to the jobsite, the Contractor must visually inspect all shipments from the suppliers, sign off on the receiving reports and accept the materials delivered. The Contractor must assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the District may require. The Contractor will then forward the receiving report to the District's Project Manager to match up with the invoice for payment.
9. The Contractor must insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor must not utilize such nonconforming or defective materials in the Work and instead must promptly notify

the District of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor will be responsible for all damages to District resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

10. The Contractor will maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor will account monthly to the District for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work.
11. The Contractor will be responsible for obtaining, managing and enforcing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls will be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items will be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it will undertake all warranty enforcement and other related duties of the District for its Owner Direct Purchase equipment and materials. To that end, the Contractor expressly agrees it will make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.
12. Notwithstanding the transfer of ODP by the District to the Contractor's possession, the District will retain legal and equitable title to any and all ODP. The Contractor will have the duty to safeguard, store and protect the materials while in its possession until returned to the District as set forth herein.
13. The transfer of possession of ODP from the District to the Contractor will constitute a bailment for the mutual benefit of the District and the Contractor. The District will be considered the bailor and the Contractor the bailee of the ODP. ODP will be considered returned to the District for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
14. The Contractor must purchase and maintain builders risk, all risk, insurance based on the completed value of project. The policy must include all materials intended for installation including those purchased by the District. The "owner purchased" materials shall be covered at a temporary location, in transit, and at the job site. The Contractor will be responsible for all deductibles and must name the District as an additional named insured on its policy. Such insurance will cover the full value of any ODP not yet incorporated into the Project during the period between the time the District first takes title to any of such ODP and the time when the last of such is incorporated into the Project or consumed in the process of completing the Project. The cost of such insurance must be included in the Contractor's lump sum bid amount.
15. The District will not be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy will be an extension of the contract time for such reasonable time as determined by the District's Project Manager.

16. Contractor will be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the District's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
17. In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation is required by the District. Upon receipt of the appropriate documentation, the District will prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the District in immediately obtaining a partial or final release of waivers as appropriate.
18. Upon completion of the project, Contractor will be provided with a deductive Change Order for the costs incurred by District to provide all ODP, not covered by previous change orders. Salvage materials will be stored or removed from the site at the District's direction, or may be turned over to the Contractor by the District for salvage or disposal at the Contractor's option.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The following excerpts are from 45 FR 65984 (October 3, 1980):

“The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered’s or subcontractor’s entire onsite construction workforce which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor’s entire workforce in the relevant area including those employees working on private nonfederally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor’s total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply” as follows:

Goals for female participation in each trade.....6.9%
Goals for minority participation in each trade.....18%

These goals are applicable to all Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

“The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is Florida, Polk County, Bartow.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EEO Specifications

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

1. As used in these specifications:
 - a) "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
 - b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through memberships and participation or community identification).
2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensively as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to

each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees have any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action's obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS
ON EPA ASSISTED CONSTRUCTION**

(Required by Executive Order 11246 as amended)

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner (grantee) no later than ten (10) days after bid opening. The owner (grantee) shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance within 14 days after the bid opening. The web site for the OFCC is http://www.dol.gov/esa/ofcp_org.htm.

1. EPA Project Number. Project Location. Type of Construction.
2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 8.)
3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over \$10,000 must submit items 1 - 8.
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.
11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.

EMPLOYER INFORMATION REPORT EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by-

- A. All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.
- B. All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing an paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the web site at: <http://www.mimdms.com/jrc.html> and select "Filing for the first time" from the box labeled INFORMATION. File out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. If you have previously registered with the JRC, follow their instructions to update your information.

**REQUIREMENTS FOR SUBAGREEMENTS
AWARDED BY A PRIME CONTRACTOR**

A contractor must comply with the following provisions in its award of subagreements. (This section does not apply to supplier's procurement of materials to produce equipment, materials and catalog, off-the-shelf, or manufactured items.)

- a) 40 CFR Part 32 (Debarment and Suspension Under EPA Assistance Programs);
- b) The limitations and subagreement award in 40 CFR 31.35, and 31.36(i) (3,4,6,10,12);
- c) The requirement for small, small rural, minority, women's and labor surplus area business in 40 CFR 31.36(e);
- d) The specifications requirements of 40 CFR 31.36(c)(1);
- e) The Federal cost principles in 40 CFR 31.22 and 31.36(f)(3);
- f) The prohibited types of subagreements in 40 CFR 31.36(f)(4);
- g) 40 CFR Part 34 (Anti-Lobbying under EPA Assistance Programs).

LABOR STANDARDS PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA Special Appropriations Projects grants are:

(a)(4)(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

(a)(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a)(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(a)(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Section 5.5(a) of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for unliquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(l) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(l) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section 5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hours worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

CERTIFICATIONS

Debarred Firms

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a **firm** for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 7) in duplicate and submit both copies to the owner with the bid proposal. The owner (grantee) shall transmit one copy to EPA within 14 days after bid opening.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 4) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of \$100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner (grantee) with the bid proposal. The owner must transmit one copy to the EPA Grants Management Office.

All prime Contractors must require all Subcontractors to submit the certification which must also be submitted to the owner (grantee).