

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 **Phase 1 Upland Enhancement and Restoration of the Rock Ponds Ecosystem Restoration Project**. 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 on the Southeastern reaches of Tampa Bay on property south of Cockroach Bay in Hillsborough County, Florida. (See Figure 1, Project Location Map)**

MANDATORY PRE-BID CONFERENCE

**December 15, 2010
9:00 a.m. Eastern time
Southwest Florida Water Management District's
Tampa Service Office
Governing Board Room
7601 US Hwy. 301
Tampa, FL 33637
(352) 796-7211 Ext. 4133**

All interested parties are required to be represented at the MANDATORY Pre-Bid Conference. 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. Because the District considers such a conference to be critical to understanding the bid requirements, representation at the pre-bid conference is MANDATORY to qualify as a respondent. Minutes of the conference will not be published.

Bidders may have access to the project site prior to or after the Mandatory Pre-Bid Conference. Bidders must access project site via one of the seven access points referenced in Figure 9. To obtain the gate access codes, call Tara Bohnsack at 352-796-7211 extension 4133.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BID # 1103
PHASE 1 UPLAND RESTORATION OF ROCK PONDS**

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Exhibit 1

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- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, or addenda are available for review and download at <http://www.watmatters.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 **December 15, 2010 through December 29, 2010**.
- 1.5 BID RECEIPT AND OPENING.** An original plus one (1) copy of bid must be received by the **District's Procurement Office**, on or before **January 5, 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.** Not Applicable
- 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 be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). The District will evaluate eligible responses. 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-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the Agreement, to require a bidder and his 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 him of responsibility. Bidders are encouraged to verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability. Inclusion of any unqualified or unacceptable subcontractor, in the opinion of the District, will be grounds for disqualification.

- 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 nature, as may be more specifically described in Attachment 3.
- 1.16 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.
- 1.16.1** The Notice of Intent to Award will be posted in the District's Procurement Office and on the website stated above.
- 1.16.2** Bid files may be examined at the Purchasing Office in the Brooksville headquarters during normal working hours by appointment.
- 1.17 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.
- 1.18 EXECUTION OF CONTRACT.** The Contractor will be bound by the terms and conditions contained in this RFB and the Purchase Order Terms and Conditions which are attached as Attachment 10.

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.
- 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. The Contractor will be bound by the terms and conditions contained in this RFB and the Purchase Order Terms and Conditions which are attached as Attachment 10.
- 2.1.6 Contract Documents:** The terms, conditions and specifications contained in this RFB and the Purchase Order.
- 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 Brandt Henningsen, SWIM Program, Resource Data and Restoration Department.
- 2.1.9 Engineer:** Not Applicable
- 2.1.10 Inspector:** Not Applicable
- 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:** Not Applicable
- 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, 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 1103.
- 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:** Not Applicable
- 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 one year for construction, with three years of quarterly maintenance.
- 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.** Not Applicable
- 2.5 FUEL COST ADJUSTMENT.** Not Applicable
- 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. In accordance with the Local Government Prompt Payment Act, Contractor is required to make payments to subcontractors and suppliers hired by Contractor within 10 days after the Contractor's receipt of payment from the District; and Contractor's subcontractors are required to make payments to their subcontractors and suppliers within 7 days after the subcontractors' receipt of payment from the Contractor. The Contractor agrees to include this requirement in subcontracts issues as a result of this RFB.
- 2.6.1** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the District's Project Manager.
- 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 this RFB and resulting Purchase Order.
- 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 this RFB and resulting Purchase Order.
- 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. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District. In addition to the above, the District may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A" of the Purchase Order Terms and Conditions referenced as Attachment 10.
- 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 \$1,000,000

2.16.2 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.

2.16.3 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

2.16.4 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.

2.16.5 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.

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

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 5 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 9 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.** Not Applicable
- 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.** Not Applicable
- 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 One Hundred and Fifty Dollars (\$150) 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 1103.

- 2.31 PERMITS AND REGULATIONS.** No special environmental permits will be required for this project. Any additional permits and licenses necessary to harvest, grow, and/or transport or deliver plants for the execution of the work will be secured and paid for by the Contractor.
- 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 one of the seven access points referenced in Figure 9. To obtain the gate access codes, call Tara Bohnsack at 352-796-7211 extension 4133.
- 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.** Not Applicable
- 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

Not Applicable

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 Southwest Florida Water Management District (District or SWFWMD), all **Services and/or Materials Required for Phase 1 Upland Enhancement and Restoration of the Rock Ponds Ecosystem Restoration Project** for the District's **Surface Water Improvement and Management (SWIM) Section**. The terms and conditions of this Request for Bid are incorporated into any resulting relationship between a bidder and the District. The project encompasses approximately 250 acres of upland enhancement-restoration followed by three years of non-native and nuisance plant control maintenance (Figures 1 through 8).
- 4.2 GENERAL PROJECT DESCRIPTION.** The Rock Ponds Ecosystem Restoration Project is a Surface Water Improvement and Management (SWIM) program sponsored project of the Southwest Florida Water Management District (SWFWMD). The overall project is being performed in conjunction with Hillsborough County and their Parks, Recreation, and Conservation Department. This project was identified as part of the Tampa Bay SWIM Plan to restore estuarine coastal habitats for Tampa Bay. The project property is owned by the SWFWMD and Hillsborough County and will be managed by SWFWMD. Located in the southeastern reaches of Tampa Bay, just south of Cockroach Bay and north of County Line Road (separating Hillsborough and Manatee Counties), the Phase 1 Upland Enhancement-Restoration Project involves approximately 250 acres of uplands in need of coastal upland enhancement, restoration, and three years of quarterly site maintenance (Figures 1 through 8). This project will complement future phases of wetland and other upland restoration of the overall Rock Ponds' site. As noted in Figures 2 through 8, the project involves sites that historically were coastal pine flatwoods with scattered hardwood hammocks. Use of the uplands for agricultural purposes removed the majority of the historic plant communities from many of the sites. While some native plant communities exist, sites are often dominated by various non-native and nuisance plant species such as Brazilian pepper (*Schinus terebinthifolius*), guinea grass (*Panicum maximum*), natal grass (*Rhynchelytrum repens*), and dog fennel (*Eupatorium capillifolium*). Various other

non-native and nuisance species are scattered over the sites such as melaleuca (*Melaleuca quinquenervia*), Australian pine trees (*Casuarina spp.*), cogon grass (*Imperata spp.*), white leadtree (*Leucaena leucocephala*), air potato (*Dioscorea bulbifera*), primrose willow (*Ludwigia peruviana*), women's tongue (*Albizia lebeck*), castor bean (*Ricinus communis*), carrot wood (*Cupaniopsis anacardioides*), latex plant (*Morrenia odorata*), morning-glory (*Ipomoea spp.*), and danglepod (*Sesbania herbacea*). Native hardwood hammock areas vary from light to heavy infestations of non-native and nuisance vegetation.

Restoration objectives for this project include:

- 4.2.1 The removal and control of non-native and nuisance plant infestations from approximately 250 acres of uplands (down to jurisdictional wetland areas); project sites will abut other future phases of upland and wetland restoration.
- 4.2.2 The enhancement and/or restoration of approximately 250 acres of coastal pine flatwoods and hardwood hammocks by installing a combination of native overstory and understory plant species.
- 4.2.3 Quarterly maintenance of the enhanced/restored habitats for a three year period to insure the success of the upland habitats.
- 4.2.4 This project will employ an ecosystem restoration approach by enhancing, restoring and creating habitat mosaics through a combination of pine flatwoods interspersed by hardwood hammocks. Areas in which native habitats are more intact will receive less intensive restorative activities such as removal and maintenance of non-native and nuisance plant cover, coupled with selective planting of complementary native species.

In order to effectively accomplish this enhancement/restoration plan, field habitat mapping and assessments were performed throughout the upland restoration footprint (Figures 2 through 8, Table 1). An enhancement/restoration plan has been prepared based upon these assessments. Each site represents low lying upland areas, often bisected by drainage ditches and ditch berms.

The proposed work involves the clearing of non-native and nuisance vegetation from uplands, followed by installation of native plant species to complement any existing native plants already on site. Clearing of non-native and nuisance vegetation should be done with minimal ground disturbance and to preserve all native plant species already on site. As appropriate, some areas may warrant removing non-native species via manual clearing and/or herbicidal application. Upland habitat restoration will be followed by three years of quarterly maintenance of the restored habitats to maintain the site free of non-native and nuisance plants and maximize the probability of success of the restored habitats.

As needed, non-native and nuisance plant removal will be accomplished with heavy equipment typical for such projects and which will minimize ground disturbance of areas dominated by native vegetation. Care shall be taken to minimize, and where practicable, avoid disturbances to native upland and wetland habitats. Track vehicles are preferable for use for clearing to minimize ground disturbance; extant native vegetation, the possibility of archaeological resources, and threat of new sprouts of non-native/nuisance vegetation necessitates careful measures be taken to avoid ground disturbance. If a contractor is opting to use a tired vehicle, the contractor must guarantee and demonstrate that rutting will not occur within the project areas (i.e., ruts greater than 2-3" deep). As appropriate, the Contractor may be required to switch from a tired vehicle to a track vehicle to avoid ground disturbance. Wholesale clearing via a bulldozer, back/tracks hoe, or other similar equipment will not be acceptable; acceptable machinery includes such things as mulching mowers, forestry mulchers, and hydroaxes.

As needed, Contractor will be responsible for maintenance of State and Federal Water Quality Standards by implementing erosion control management practices to eliminate sediment transport downstream from project work areas. Erosion control devices may include, among others, staked silt fence as well as other Best Management Practices (BMP's) as necessary and practicable. With care and lack of ground disturbance, little to no erosion control will be necessary.

- 4.3 **TECHNICAL SPECIFICATIONS.** The Phase 1 Upland Enhancement and Restoration of the Rock Ponds Ecosystem Restoration Project is designed to enhance/restore up to approximately 250 acres of upland habitats for the coastal areas of Tampa Bay. Work includes clearing of non-native and nuisance vegetation, installation of native plants, and three years of quarterly maintenance of the upland habitats.

4.4 **MOBILIZATION.**

- 4.4.1 **DESCRIPTION OF WORK.** The work included under this section consists of the preparatory work and operations in mobilizing to begin work on the project, operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, project access, and demobilization. The Contractor shall also supply safety equipment and first aid supplies, sanitary and other facilities as required by Federal, state and local laws and regulations. The Contractor shall restore the access route to its original condition and in a manner approved by the Project Manager.
- 4.4.2 **AERIAL PHOTOGRAPHIC DOCUMENTATION.** Not applicable

4.4.3 CLEARING OF NON-NATIVE AND NUISANCE PLANTS.

4.4.3.1 DESCRIPTION OF WORK. See overview of project in Sections 4.1 and 4.2 above.

4.4.3.2 SITE CONDITIONS. The acreage for upland restoration is a combination of fallow farm fields, hardwood hammocks, and coastal strand communities. The fallow farm fields are undergoing secondary succession, with sparse to moderate populations of non-native and nuisance vegetation (Figures 2 through 8, restoration sector descriptions Table 1). Most of the farm fields previously were sod farms, with the fields still exhibiting intact sod crops. Farm fields east of Piney Point Creek harbor seashore paspalum, with the fields east of Piney Point Creek often possessing St. Augustine grass. Accordingly, non-native and nuisance vegetation in the sod fields is minimal to moderate. Various scattered throughout portions of these sites are native grasses, shrubs, and trees. In addition, the farm fields are bisected by drainage ditches; the ditches contain various amounts of native and nuisance/non-native vegetation. Piney Point Creek is bordered by hardwood hammock intermixed with non-native plants (predominantly Brazilian pepper). Many restoration sectors contain large swathes of intact hammock/upland habitats, with minimal non-native plant infestations. Many project sites border jurisdictional wetland areas (i.e., freshwater and estuarine wetlands) and future phases of upland and wetland restoration. Site perimeters sometimes harbor (more or less) property line fences. Selective "kill-in-place" or careful physical removal of non-native plants will be necessary in portions of hardwood hammock areas. As warranted, any jurisdictional wetland communities adjacent to upland restoration sites shall be carefully protected against displacement, discharges, or damage, from construction equipment by the Contractor in a manner approved by the Project Manager, and meeting the criteria for such protection as required by the applicable governmental agency.

The overall project acreage is approximately 250 acres. Specific site descriptions of the eight parcels (Parcels A-H) can be found in Table 1 and in conjunction with Figures 2 through 8. Over half of the acreage is associated with fallow farm fields undergoing secondary succession, with the remaining acreage containing various amounts of intact hardwood hammock and other native upland habitats

4.4.3.3 CLEARING OF NON-NATIVE AND NUISANCE VEGETATION. Clearing of non-native and nuisance plants must be done with minimal disturbance to native vegetation and the landform. Use of a hydroaxe, forestry mulcher, or similar heavy machinery will be needed to remove non-native and nuisance plants, leaving the chipped/mulched non-native plant material scattered over the land; chipped/mulched plant materials must be small in size (i.e., $\leq 3"$ diameter, $\leq 12"$ long per piece). Wholesale removal of non-native and nuisance plants by root rakes or bulldozers will not be allowed due to ground disturbance and the possibilities of archaeological resources. The intent is to recycle non-native and nuisance vegetation as a thin layer of mulch over the land. In areas inaccessible to heavy machinery without damaging native vegetation of the site, non-native specimens should be hand removed or be "killed-in-place" via herbicide application, the plant left to decompose. If plants are shredded in place with a hydroaxe/forestry mulcher or equivalent heavy machinery, tree and shrub stumps must be at or below ground level with herbicide applied to all stumps to prevent regrowth of the plant (see section below for herbicide specifications). For mowed/axed herbaceous plants, all stumps also must be treated with herbicide to prevent regrowth. Contractor must kill-in-place non-natives on any spoil piles in mangroves immediately adjacent to upland tracts. Cattail stands are included in this project for removal and quarterly maintenance. In order to reduce maintenance efforts, if possible, the Contractor will perform non-native and nuisance plant removal when the plants are not producing viable seeds. Plant debris that falls into existing open water or wetland areas as a result of non-native plant removal activities must be removed from the open water or wetland habitats by the Contractor. As deemed appropriate, the Contractor will remove any "widowmakers" from native vegetation on the project site, particularly if the "widowmaker" exists as a product of the non-native plant removal process (few to no "widowmakers" are envisioned to be encountered for this project). Unless otherwise stipulated in this scope of work, perimeter and (more or less) property line fences are to be left intact by the Contractor; if damaged or destroyed by the Contractor, damaged/destroyed fences will be repaired to their original condition by the Contractor.

The Contractor shall make his own inspection to determine the character, density, and extent of non-native and nuisance vegetation. Nothing in these provisions shall be construed to authorize the removal or disturbance of any tree or other form of vegetation, or any marine, land or air creature's natural habitat, which may be subject to the jurisdiction of regulatory agencies. For non-native plant removal, removal will extend from the uplands to the edge of wetland boundaries. If requested, GPS coordinates of the Rock Ponds upland restoration sectors will be provided to the Contractor, the boundaries subject to appropriate field adjustments as necessary.

4.4.3.4 REMOVAL OF IMPROVEMENTS. As noted in Figure 5 and Table 1, Parcel C, Sector 3: in the southeast corner of Sector 3, there is approximately 410 linear feet of chain link fence and barbed wire strands to be removed and properly disposed of by the Contractor. A chain-link fenced area exists with moderate Brazilian pepper (6' tall chain-link fence with a one foot extension containing three strands of barbed wire).

4.4.4 EROSION AND TURBIDITY CONTROL.

- 4.4.4.1 DESCRIPTION OF WORK.** Little to no erosion and turbidity control measures are anticipated for this project. Erosion of soils into jurisdictional wetlands should be minimized because of land clearing practices, lack of ground disturbance, distribution of recycled non-native and nuisance plants as mulch, and the season during which work will be performed (fall/winter, which typically is not a rainy period). Use of silt screens or other turbidity control measures will be implemented only on an "as-needed" basis. As warranted, a separate purchase order will be issued for any needed erosion control needed for the project.

If a separate Purchase Order is necessary, the work included under this section consists of furnishing all necessary labor, equipment, tools and materials, and in performing all operations in connection with the installation and maintenance of staked silt barrier, cloth or straw bales for the protection of open water, wetland systems or areas intended to remain undisturbed, as authorized by the Project Manager, or as required by governmental agencies having jurisdiction over areas to be protected.

- 4.4.4.2 PRODUCTS - STAKED FABRIC SILT BARRIER.** The sediment control fabric is to be woven polypropylene meeting the following standards:

- 4.4.4.2.1** Mullen Burst Test (ASTM D-3786)200 psi (min.)
- 4.4.4.2.2** Grab Elongation (ASTM D-1682)30% (max.)
- 4.4.4.2.3** Slurry Flow Rate (VTM-51)0.3 g.p.m./sf (min.)
- 4.4.4.2.4** Retention Efficiency (VTM-51)75% (min.)
- 4.4.4.2.5** FDOT Standard Specification for Road and Bridge Construction, 2000 Sec. 985-2.

The fabric is to be provided in widths adequate to provide a barrier of 30 inches in height and allow for 6 inches of fabric to be buried for toe restraint.

- 4.4.4.3 PRODUCTS - FLOATING TURBIDITY BARRIER.** Not applicable

- 4.4.4.4 EXECUTION - STAKED FABRIC SILT BARRIER.** The sediment control fabric is to be attached, per the manufacturer's recommendation, to the uphill or sediment producing side of the stakes. The stakes are to be spaced at no greater than 10 feet intervals. A 6-inch trench is to be dug along the fence line and backfilled with the bottom 6 inches of fabric in place.

The ends of each unit of fence are to be connected to the adjoining fence with a connector provided by the manufacturer or the fabric is to be lapped sufficiently to prevent sediment from escaping.

- 4.4.4.5 EXECUTION - STAKED STRAW BALES.** Securely bound bales of straw may be used as a sediment barrier. The bales are to be securely bound with two strands of rope or wire. The bales are to be positioned in a 4-inch trench along the plan alignment and each bale is to be secured by driving two 2"x 2" stakes through the bale and 18" to 24" into the ground. The tops of the stakes are then to be secured by a continuous wire tie. Deteriorated bales shall be replaced upon request by the Project Manager or his authorized representative.

- 4.4.4.6 EXECUTION - FLOATING TURBIDITY BARRIER.** Not Applicable.

- 4.4.4.7 EXECUTION - REMOVAL.** Upon acceptance of the completed work the Contractor shall be responsible for the complete removal of all silt screen unless otherwise authorized by the Project Manager. Following removal, all materials shall become the property of the Contractor.

- 4.4.5 EARTHWORK.** The Contractor will fill drainage ditches (using adjacent berm soils) to help restore sheet-flow characteristics of the site. A small bulldozer or other heavy equipment may be best suited to accomplishing ditch filling. Ditch filling would involve leaving (as feasible) desirable native vegetation along the ditch areas and filling the ditch with the soils originally excavated to create the ditch (currently piled as berms bordering each ditch). The intent of ditch filling is to match grades of the ditch area to adjacent top of bank areas, re-establishing grades that will allow unimpeded water flow across the landscape down gradient.

- 4.4.6 NON-NATIVE PLANT CONTROL.**

- 4.4.6.1 DESCRIPTION OF WORK.** The work included under this section consists of removal and treatment of non-native and nuisance vegetation within the project limits of the upland sectors shown on Figures 2 through 8 by hand or mechanical clearing and/or herbicide application and re-application. If requested, GPS coordinates of the upland restoration footprint will be provided to the Contractor, subject to field adjustments as necessary. Descriptions of restoration areas can be found in Table 1, "Site Descriptions for Rock Ponds Upland Restoration Phase 1".

As noted in Sections 4.2 and 4.4.2 above, clearing of non-native and nuisance plants must be done with minimal disturbance to native vegetation and the landform (Figures 2-8). Use of a hydroaxe, forestry mulcher, or similar heavy machinery is the preferred method of non-native and nuisance plant removal, leaving the

chipped/mulched plant parts scattered over the land; chipped/mulched plant materials must be small in size (i.e. $\leq 3"$ diameter, $\leq 12"$ long per piece). Unless otherwise instructed by the District, dead but standing non-native vegetation must also be chipped and mulched on site. Native vegetation will be avoided and left undisturbed during plant removal procedures. Non-native plant removal will extend from the uplands to the edge of adjacent wetland communities and/or to margins of future wetland and upland restoration phases. Contractor must kill-in-place non-native plants on the occasional spoil mounds found in the mangroves immediately adjacent to upland tracts (i.e., spoil mounds that exist within 12' of the edge of the adjacent upland tract); for the eight restoration sectors, few to no spoil mounds exist for each restoration sector. Non-native plants must be removed and/or killed-in-place from perimeter property boundary fence lines. As needed, for restoration areas adjacent to private properties, limits of restoration will be delineated with colored PVC stakes by the Contractor prior to and after initial non-native/nuisance plant removal; PVC stakes must have $\geq 4'$ above ground visible, $\leq 100'$ spacing between stakes, with the top $\geq 12"$ of PVC stake brightly colored (durable spray paint acceptable). As needed, District SWIM personnel will assist with determination of the limits of restoration and property lines. Restoration limits and property line determinations will be especially important for restoration Parcels C, D, E, F, G, and H. For farm fields with sod still in the fields, as feasible, the Contractor will leave all sod intact and undisturbed, as the sod should slow the establishment of additional non-native and nuisance plants throughout the fields.

Wholesale removal of non-native and nuisance plants by root rakes or bulldozers will not be allowed due to excessive ground disturbance that could occur. If plants are shredded in place with machinery, all plant stumps must be at or below ground level and herbicide applied to prevent regrowth of the non-native plant. In order to reduce maintenance efforts, if possible, the Contractor will perform non-native and nuisance plant removals when the plants are not producing viable seeds. Plant debris that falls into existing open water or wetland habitats as a result of non-native plant removal activities must be removed from the open water or wetland habitats by the Contractor. Any debris (e.g., tires, concrete blocks, etc.) encountered during removal of non-native plants is to be removed and properly disposed of by the Contractor; the volume of debris present in each restoration sector is believed to be none to inconsequential. Organic debris (e.g., wooden fence posts, non-pressure treated lumber, tree trunks, etc.) may be chipped and left on site as mulch.

There exists hardwood hammocks and other stands of native vegetation infested with various concentrations of non-native plants. In these areas, the Contractor shall carefully carry out designated "spot" or selective clearing, being careful not to disturb native vegetation. If "spot" or selective clearing is not possible without disturbing or damaging desirable native vegetation, then one of two removal methods must be used: a) hand removal methods (chain saws, machetes, etc.); or b) plants "killed-in-place" with a dye-laced herbicide in accordance with this specification.

As noted in Figure 3 and Table 1, a 0.2 ac outparcel exists in Parcel A of the southwestern reaches of the Rock Ponds tract. No work is to be performed in this outparcel.

Non-native and nuisance plants may include, but are **not** necessarily limited to: Brazilian pepper (*Schinus terebinthifolius*), Australian pine trees (*Casuarina* spp.), cogon grass (*Imperata* spp.), guinea grass (*Panicum maximum*), white leadtree (*Leucaena leucocephala*), air potato (*Dioscorea bulbifera*), primrose willow (*Ludwigia peruviana*), women's tongue (*Albizia lebeck*), castor bean (*Ricinus communis*), natal grass (*Rhynchelytrum repens*), carrot wood (*Cupaniopsis anacardioides*), morning-glory (*Ipomoea* spp.), dog fennel (*Eupatorium capillifolium*), danglepod (*Sesbania herbacea*), and cattails (*Typha latifolia*). Guinea grass is particularly troublesome and variously scattered throughout the project sites and will require diligent attention to get under control.

After the cutting of non-native plants, apply dye-laced herbicide to any stumps, roots, rhizomes, shoots, or seedlings of non-native plants remaining, sprouting or re-sprouting after removal and/or herbicide treatment. Use extreme caution handling and applying herbicides. Use minimal concentrations necessary to kill plants and avoid over-spraying and spraying of non-targeted species. The Contractor shall maintain all areas within the project limits free of non-native and, as needed, nuisance plants, for a period of three (3) years after the date of final acceptance of the project by the District (see Section 4.4.9 below).

Use care to avoid application of herbicide to native trees, shrubs and other vegetation and accidental spillage of herbicide in any location. Utilize an approved dye-laced herbicide to assist in identification of application limits.

4.4.6.2 PRODUCTS - REFERENCE DOCUMENT.

"Control of Non-Native Plants in Natural Areas of Florida",

Author: K.A. Langeland

R.K. Stocker

SP 242

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4.4.6.3 PRODUCTS - SAFETY.

- 4.4.6.3.1** Use licensed, suitably trained and suitably experienced workers to handle, mix and apply herbicides.
- 4.4.6.3.2** Comply with applicable governmental regulations and manufacturer's directions when handling, mixing, transporting, applying and disposing of pesticides.
- 4.4.6.3.3** Comply with safety recommendations in the Reference Document and applicable laws and regulations.

4.4.6.4 PRODUCTS - HERBICIDE.

- 4.4.6.4.1** **HERBICIDE.** Refer to species specific product recommendations in reference document and to labeling restrictions. Herbicides must be pre-approved by the Project Manager for pertinent location and application method, as different herbicides may be appropriate for differing non-native vegetation.
- 4.4.6.4.2** **HERBICIDE VEHICLE.** "Biodiesel" or equivalent, as approved by the Project Manager.

4.4.6.5 EXECUTION - GENERAL.

- 4.4.6.5.1** Comply with recommendations in Referenced Document for mechanical removal.
- 4.4.6.5.2** Comply with this section, Referenced Document and manufacturer's recommendations for herbicide application and follow up. Use herbicide, vehicles and solution specified in this Section.

4.4.6.6 EXECUTION - HERBICIDE APPLICATION.

- 4.4.6.6.1** Apply herbicide to non-native and nuisance plant shoots and sprouts recurring 30 days after mechanical removal. Retreat 60 days after initial application. Use minimal concentrations necessary to control regrowth and/or cause death. Use in all cleared areas for regrowth of non-native plants as appropriate. All herbicides must be dye-laced to allow and assist with visual verification of spraying; the dye color must be mutually agreeable to the Contractor and the Project Manager.
- 4.4.6.6.2** Apply 3 treatments of herbicide 60 days apart to all live non-native plants not mechanically removed. Treat so there are no live non-native plants 60 days after the third application. Treat with a fourth application, if necessary. Use in all areas inside the limits of the Work and not disturbed by District grading or clearing work.

4.4.6.7 EXECUTION - SELECTIVE MECHANICAL NON-NATIVE PLANT REMOVAL.

- 4.4.6.7.1** Inside of the limits of enhancement where non-native plants are accessible to mechanical equipment without risk of damage to other native species, the Project Manager may direct total (foliage, branches, trunk and root system) mechanical removal. Where mechanical removal of non-native plants is directed, take care to avoid damage to native species.
- 4.4.6.7.2** When mechanical removal of non-native plants would not be appropriate, carry out designated "spot" or selective clearing using hand removal methods (chain saws, machetes, etc.) within ten (10) feet of native desirable plant species. If selective clearing is not possible without disturbing or damaging desirable native vegetation, non-native and nuisance vegetation shall be killed-in-place with a dye-laced herbicide.

4.4.7 MULCHING.

- 4.4.7.1** **DESCRIPTION OF WORK.** As noted above, it is the intent to recycle non-native and nuisance plants as mulch for the upland restoration project. See Section 4.4.6.1 above for additional information.

4.4.8 UPLAND PLANTING.

- 4.4.8.1** **DESCRIPTION OF WORK.** The work included under the this section consists of the planting and maintenance of the upland plants, of the type, size, and quantity indicated, in accordance with specifications, requirements, or as authorized by the Project Manager. The Project Manager and Contractor will coordinate the identification

and staking of areas designated for upland restoration. Areas targeted for plant installation will be reviewed and approved by the Project Manager prior to plant installation. The Contractor will be responsible for the post-planting maintenance of plant material and be responsible for plant watering until final acceptance. Under no circumstances will plant material be installed without the approval of the Project Manager. All plant material specified will be provided and planted by the Contractor under this contract. Upland plants shall be planted throughout the eight (8) sectors (ca 250 acre footprint) as directed by the District. Plant distributions will be adjusted to accommodate existing native vegetation. The overall intent for "open" areas is to have over-story plants installed on approximately 40' centers, with understory plants installed on approximately 25' centers. In existing hammock or maturing upland habitats, native plants will be installed to "fill-the-gaps" between existing native plants. Prior to planting, all non-native and nuisance vegetation will have been cleared/"killed-in-place" by the Contractor (native plants left on site). To various degrees, these upland areas will have been overlaid with scattered mulch (generated from the cutting of the non-native and nuisance vegetation) by the Contractor (as stated in Sections 4.4.6); this ground cover will help retard the growth of non-native and nuisance plants and increase the probability of success of the native plants that are to be installed. Plants being installed in mulched areas shall be planted in the soil underlying the mulch so that the top of their potted root balls will be at or just below the top of the surrounding soil level; plants are not to be planted in the mulch per se. Intact mature forested portions of restoration sectors should have little or no mulch present.

4.4.8.2 PRODUCTS – UPLAND PLANT MATERIALS. All upland plants shall meet minimum size and quantity requirements of a one (1) to three (3) gallon Florida No. 1 grade plant as specified by the Florida Department of Agriculture and Consumer Services in their publication "Grades and Standards for Nursery Plants". Container grown plants shall have been grown in a container for sufficient time for the root system to have developed enough to hold its soil together, firm and whole. No plants shall be loose in the container. Plants which have become pot bound will not be accepted. Plants will not be accepted if stressed from dehydration, disease, insects, freeze, or windburn.

An ongoing restoration controversy involves the origins of planting units for use in Tampa Bay. The SWIM Program has and will continue to advocate ecological conservatism concerning the known introduction of plant materials from ecosystems far removed from Tampa Bay. As such, all native coastal plant species requested here shall have their seed or stock plants originating from the west central coast of Florida within a fifty (50) mile radius of the project site.

The Contractor shall guarantee the plants are healthy and disease free at time of delivery and installation. All plant material shall be free of invasive non-native plant species. Unhealthy or undersized plants shall be subject to replacement (and, as appropriate, installation) by the Contractor at no additional cost to the District. The Contractor shall meet with the District's project manager prior to installation of native plants, to discuss installation techniques, plant distributions, watering needs, and other matters necessary for successful implementation of the upland restoration project.

The District shall inspect all upland plants at the nursery to verify species and conditions of the plants prior to installation at the restoration site. The District reserves the right to bring its project cooperator to assist with plant inspections (i.e., personnel from the Hillsborough County Parks, Recreation, and Conservation Department). The Contractor shall notify the District when the plants are ready for inspections. As appropriate, several inspections may be necessary, particularly if certain species require a grow-out periods while other species may already meet specifications and stand ready for installation. The pre-installation inspection is designed to help prevent grow-out of incorrect species and to voice any concerns that the District may have on the quality of the plants, giving the Contractor time to remedy the situation prior to installation at the restoration site.

The Contractor shall be responsible for obtaining all permits necessary for the harvest and/or growing, and transportation/delivery of plants to the planting site.

4.4.8.3 EXECUTION – PLANT INSTALLATION.

4.4.8.3.1 Plant installation shall not begin until planting areas are accepted by the Project Manager. Specifications and methods for planting are described in Sections 4.4.8.1, 4.4.8.2, and 4.4.8.3. The District will provide the Contractor with a planting guide which will define the plant species and number of plants to be installed per restoration sector. In part, the intent of this project is to supplement existing native plant communities already present in each restoration sector. Accordingly, the resulting planting array should be a random distribution of plants, aiming to have trees spaced approximately 40' apart, and understory plants spaced approximately 25' apart. A limited number of hardwoods may be included in pine flatwoods areas, with the majority of the hardwoods targeted for the hammock areas of each restoration sector.

- 4.4.8.3.2** Upland plants shall be installed no later than twenty-four (24) hours after delivery to the site or provisions will be made for keeping them shaded and watered in a manner acceptable to the Project Manager. Material shall be installed at the soil depths at which it was originally grown. Soils shall be watered and/or packed so as to eliminate air pockets.
- Furnish and apply all other material including water and such accessory items as may be required to facilitate the planting and establishment of all upland plants specified to be installed. Water is available on site for use by the Contractor (see Figure 5, Parcel C).
- 4.4.8.3.3** Installation of native plants in the soil shall include pushing soil back away from the installed plant such as to form a "watering bowl" around the circumference of the installed plant. For areas that have mulch present, the mulch must first be pushed back away from the site chosen for plant installation prior to digging the plant's hole in the soil. The Contractor shall take care not to allow mulch to fall into the hole dug for plant installation. After the plant has been placed into its hole, the Contractor shall carefully pack soil around the installed plant and form the earthen watering bowl; if mulch is present, the bowl can then be covered with mulch.
- 4.4.8.3.4** Each installed plant shall be watered with at least three (≤ 3) gallons, with the intent that soil packing and watering will minimize air pockets around plant roots. A pre-emergent shall be used by the Contractor during installation of the native plant to thwart growth of nuisance and non-native plant species; the pre-emergent shall have sufficient strength to prevent growth of nuisance and non-native plants for a minimum of eight (8) months. In addition, one-quarter (1/4) cup of 14-14-14 time release fertilizer shall be added to each installed plant to speed growth and maturation. Lastly, for each installed plant, the Contractor shall stake a three-quarter to one inch (3/4-1") diameter white PVC pole adjacent to each installed plant; the pole shall be installed at least six (6") inches into the soil and have at least four (4') feet of pole above the ground for easy visibility. The white PVC poles will be used for easy reference to locate installed plants for monitoring and maintenance events. As needed or if planting is staggered, the top six (6") of the PVC poles shall be color coded.
- 4.4.8.3.5** Only as necessary, staking and guying of plants will be performed by the Contractor to insure stability and plumb condition of the plants. Staking and guying of the plants shall be at the discretion of the Contractor unless otherwise directed by the District.
- 4.4.8.3.6** The Contractor shall guarantee the survival of at least ninety (90) percent of all plant materials per species for a period of 90 days from date of installation; supplementary watering may be necessary to insure survival of the installed plants at no additional cost to the District. Plants per species that die in excess of the 10% allowance shall be replaced and maintained by the Contractor at no additional cost to the District, with the 90 day plant guarantee also applicable to the replacement plants.
- 4.4.8.3.7** The Contractor shall clean up and remove from the premises all surplus and discarded materials and rubbish.

4.4.9 PLANT MAINTENANCE AND WATERING.

- 4.4.9.1 GENERAL.** The work specified in this Section consists of the maintenance of the enhanced/restored areas in accordance with these specifications.
- 4.4.9.2 MAINTENANCE PERIOD.** The maintenance period is defined as the one-thousand-ninety-five-day (1,095 day = 3 year) period following the date of final acceptance of the planting of all of the project areas. Site maintenance is to be performed quarterly by the Contractor as described below. The time clock for the three years of quarterly maintenance begins once all areas have been planted and accepted by the District.
- 4.4.9.3 WORK TO BE PERFORMED.** The work to be performed under this Section consists of the following:
- 4.4.9.3.1** The Contractor shall furnish all material as may be required to accomplish site maintenance.
- 4.4.9.3.2** The Contractor shall provide maintenance of the eight (8) upland enhancement/restoration sites for three (3) years after the date of the District's final acceptance of the eight sites original enhancement/restoration. The Contractor will keep the enhanced areas $\geq 95\%$ free of nuisance and non-native plants that could threaten the survivorship, growth and maturation of the installed and extant native plants (e.g., mowing, physical removal and/or herbicide). Maintenance includes the total footprint of this upland enhancement/restoration project, up to existing wetland margins and/or margins of future upland and wetland restoration phases. As necessary during maintenance events, apply dye-laced herbicide to any non-native plants and their associated living

stumps, roots, rhizomes, shoots, or seedlings. Use extreme caution handling and applying herbicides. Use minimal concentrations necessary to kill plants and avoid over-spraying and spraying of non-targeted species.

Contractor shall be required to visit and maintain the site, at a minimum, on a quarterly basis. Site mowing will be used as a maintenance tool, with mowing to occur at least twice a year; when mowing, the Contractor will avoid the installed native as well as already-in-place native plant species scattered over the tracts; care must be taken to not destroy the white PVC poles that mark the location of installed plants; any pole destroyed/knocked down during mowing will be replaced/righted by the Contractor. Other than non-native plant control, the intent of the mowing is to minimize growth of nuisance vegetation (e.g., dogfennel) that could inhibit the growth and maturation of more preferable native plants. The overall intent of the plant maintenance is to minimize non-native and nuisance plant growth and maximize survivorship, growth, and maturation of the enhanced/restored native upland ecosystem of the project site. The Contractor should strive to perform maintenance activities prior to non-native and nuisance plants setting/releasing seed (otherwise, the Contractor will essentially have to start all over with additionally intensive maintenance when the new seed crop germinates and starts to grow new plants). Nuisance and non-native plants include but are **not** limited to: Brazilian pepper (*Schinus terebinthifolius*), Australian pine trees (*Casuarina* spp.), cogon grass (*Imperata* spp.), guinea grass (*Panicum maximum*), white leadtree (*Leucaena leucocephala*), air potato (*Dioscorea bulbifera*), primrose willow (*Ludwigia peruviana*), women's tongue (*Albizia lebbek*), castor bean (*Ricinus communis*), natal grass (*Rhynchelytrum repens*), dogfennel (*Eupatorium capillifolium*), carrot wood (*Cupaniopsis anacardiodes*), morning-glory (*Ipomoea* spp.), cattails (*Typha latifolia*), and danglepod (*Sesbania herbacea*).

Prior to any quarterly site visit/maintenance activity, the Contractor shall notify the District of the pending visit, giving the District the option of accompanying the Contractor to the site. Following quarterly site visits and maintenance, the Contractor shall submit to the District a summary report detailing site observations, plant conditions, maintenance activities, and any other relevant information appropriate concerning the success of the upland restoration effort.

4.4.9.3.3 As needed, the Contractor shall conduct additional optional watering of plants (≥ 3 gal/plant/water episode) for up to ten (10) watering episodes over the life of the contract (note: does not include initial 90-day plant guarantee period during which the Contractor is responsible for all watering needed to insure plant survival). Supplemental watering episodes shall occur only as necessary to insure plant survival. Upon request, the Contractor shall water plants within forty-eight (48) hours of a request by the District (sooner the better). The Contractor shall notify the District and recommend watering as needed if the Contractor has made a site inspection and observes that the installed plants are in need of water. The Contractor shall remedy any damage to any installed plants or extant native species already on site caused by the Contractor's water force, vehicles, and or personnel; as appropriate, the Contractor shall replace damaged or killed plants with equivalent plants of the same species at no additional cost to the District, installing the replacement plants following protocol outlined above.

4.4.9.3.4 During all maintenance events, any stored materials on District property and/or equipment belonging to the Contractor, as approved by the District, shall be the sole responsibility of the Contractor, and shall be kept in an orderly condition and in compliance with all applicable regulations. The District shall not be responsible or liable for any theft or damage incurred to the Contractor's materials and/or equipment except for that directly caused by the District. Plant containers and other waste associated with planting/maintenance activities shall be promptly removed from the project site and disposed of properly.

4.5 **SURVEY CONTROL.** Not Applicable

4.6 **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 Hillsborough 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.

4.7 **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.

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 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 1.15.

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 Drug-Free Workplace Requirements
- Attachment 5 - Bid Bond
- Attachment 6 - Certificate as to Corporate Principal

5.1.4.2 Exhibit 2: Sample Forms referenced in this RFB:

- Attachment 7 - Affidavit/Final Release of Lien Affidavit
- Attachment 8 - Consent of Surety to Final Payment
- Attachment 9 - Performance, Payment and Guaranty Bond
- Attachment 10 - Purchase Order Terms and Conditions

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EXHIBIT 1

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

ATTACHMENT 1

BID RESPONSE FORM
FOR
PHASE 1 UPLAND RESTORATION OF ROCK PONDS
BID NUMBER RFB 1103

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 Southeastern reaches of Tampa Bay on property south of Cockroach Bay in Hillsborough County, Florida. (See Figure 1, Project Location Map).** for the prices quoted thereon as follows:

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

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Each	Mobilization/Demobilization		
2	250	Acre	Removal of non-native/nuisance plants	/acre	
3	2692	3 gal	S. FL Slash Pine (<i>Pinus elliotti var densa</i>)		
4	303	3 gal	Longleaf Pine (<i>Pinus palustris</i>)		
5	158	3 gal	Live Oak (<i>Quercus virginiana</i>)		
6	30	3 gal	Red Cedar (<i>Juniperus virginiana</i>)		
7	30	3 gal	Wax Myrtle (<i>Myrica cerifera</i>)		
8	11	3 gal	Sugarberry (<i>Celtis laevigata</i>)		
9	8	3 gal	Red Bay (<i>Persea borbonia</i>)		
10	977	3 gal	Sabal Palm (<i>Sabal palmetto</i>)		
11	205	3 gal	Sea-grape (<i>Coccoloba uvifera</i>)		
12	9836	1 gal*	Saw Palmetto (<i>Serenoa repens</i>) *		

ATTACHMENT 1

**BID RESPONSE FORM
FOR
PHASE 1 UPLAND RESTORATION OF ROCK PONDS
BID NUMBER RFB 1103**

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
13	158	3 gal	Beauty Berry (<i>Callicarpa americana</i>)		
14	515	3 gal	Eastern Gamagrass (<i>Tripsacum dactyloides</i>)		
15	113	3 gal	Coral Bean (<i>Erythrina herbacea</i>)		
16	1136	3 gal	Sand Cordgrass (<i>Spartina bakeri</i>)		
17	39	3 gal	Coontie (<i>Zamia pumila</i>)		
18	44	3 gal	Florida Privet (<i>Forestiera segregate</i>)		
19	9836	1 gal*	Install Saw Palmetto plants **		
20	6419	3 gal*	Install 3 gallon upland plants **		
21	250	acre	Year 1 - Quarterly Plant Maintenance	/event	/year
22	250	acre	Year 2 - Quarterly Plant Maintenance	/event	/year
23	250	acre	Year 3 - Quarterly Plant Maintenance	/event	/year

Project Sub-total: _____

* Note that for all **saw palmetto**, this RFB is requesting **one gallon plants**; all other plants species are requesting three gallon plants.

** Note for these installations, price quote must include price of PVC pole, fertilizer, pre-emergent, and watering.

*** Watering events for up to 16,055 plants, minimum of three gallons of freshwater per plant; "Total Price" should reflect the price of a single extra watering event; the final purchase order will reflect the option to use up to 10 events, the total number of optional watering events to be decided upon award of the purchase order.

ATTACHMENT 1

BID RESPONSE FORM
FOR
PHASE 1 UPLAND RESTORATION OF ROCK PONDS
BID NUMBER RFB 1103

Optional Items

ITEM NUMBER	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
21	≤ 10	16,055 plts	Additional Plant Watering Events ***	/event	

Optional Items Sub-total: _____

Contingency Allowance Amount: \$25,000.00

Lump Sum Amount (including project sub-total, optional items sub-total, and contingency allowance): \$_____

TOTAL LUMP SUM BID ITEMS AMOUNT IN WORDS (including Project Sub-total, Optional Items Sub-total, and Contingency Allowances) (Type or Clearly Print):

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
PROCUREMENT SECTION**

ATTACHMENT 1

**BID RESPONSE FORM
FOR
PHASE 1 UPLAND RESTORATION OF ROCK PONDS**

BID NUMBER RFB 1103

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

CONTRACTOR QUALIFICATION SUBMITTAL PACKAGE REQUIREMENTS

The District will require interested bidders to complete a qualification package as outlined below in order to be accepted as a qualified bidder for the referenced project. The completed qualifications form and information must be submitted concurrently with the sealed bid, use additional sheets as necessary.

The District will review the apparent low bidder's qualification package to evaluate and accept or reject the bidder as a qualified responsive bidder. Any unsatisfactory references may serve as a basis for disqualification of the Bidder. If the bidder is deemed not qualified and/or nonresponsive, the District will proceed with the next apparent low bidder's package. The process will be repeated as necessary to determine the appropriate contract award.

- A. Contractor shall provide references for a minimum of three (3) similar projects that meet the following requirements. The District reserves the right to contact each reference listed to verify the information provided.
1. Listed projects shall be projects completed within the last seven years.
 2. Projects may have been contracted with and completed for either public agencies or private entities and Contractor shall provide sufficient contact information of the entity's Project Manager for each project listed.
 3. For each project provide the bid amount, the final contract value, and identify site superintendent.
 4. As determined by the listed references, the listed projects must have been successfully completed within the budget and schedule, using the same or similar methods that the Contractor anticipates to use for this project.

- B. Provide information regarding relevant business or professional licenses and certifications for the construction team:

Current Contractor, Company, or Individual Name to Whom Business License(s)/Certifications Issued:

	<u>Classification</u>	<u>Issuing Government</u>	<u>License Issue Date</u>	<u>Number</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____
d)	_____	_____	_____	_____

- C. Has the contractor/construction team inspected the site of the proposed work? Yes [☐] No [☐]

- D. Based on the site visit, describe any anticipated problems with the site and the proposed solutions:

- E. Has the Contractor or any part of the construction team ever failed to complete any work awarded? If so, where and why?

- F. Provide a list of equipment and other resources available to Contractor/construction team that will be used to perform services or functions for this project.

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1. Business Name: _____
Contact Person: _____
Address: _____
Phone No.: _____
Service Performed: _____

2. Business Name: _____
Contact Person: _____
Address: _____
Phone No.: _____
Service Performed: _____

3. Business Name: _____
Contact Person: _____
Address: _____
Phone No.: _____
Service Performed: _____

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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 _____

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ATTACHMENT 4

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 5

BID BOND
PHASE 1 UPLAND RESTORATION OF ROCK PONDS
BID NUMBER RFB 1103

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 6

**CERTIFICATE AS TO CORPORATE PRINCIPAL
FOR
RFB 1103 – PHASE 1 UPLAND RESTORATION OF ROCK PONDS**

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 7

AFFIDAVIT

STATE OF FLORIDA

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that 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: _____

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: _____

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR THE
PHASE 1 UPLAND RESTORATION OF ROCK PONDS
BID NUMBER RFB 1103**

CONTRACTOR:

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

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

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

Signature of Authorized Representative

Title

ATTACHMENT 9

PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR RFB 1103

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.

ATTACHMENT 10

Purchase Order Terms and Conditions

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/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 attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment in is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.

11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.

12. Materials will be properly packaged and marked with the Purchase Order number.

13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.

14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.

15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.

16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.

17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.

19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.

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

21. In the event of any national, state or local emergency which significantly affects Vendor/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 Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ATTACHMENT 10 Cont.

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the PROJECT.
2. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular District business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. Two Notices To Proceed will be issued by the DISTRICT which are as follows:
 - 6.1 Notice to Proceed with Design. This notice pertains to DISTRICT and CONTRACTOR meetings and all other tasks necessary to prepare for mobilization and commencement of construction.
 - 6.2 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 6.3 All ERPs will be obtained by the DISTRICT. Under no circumstances will a Notice to Proceed with Construction be issued until the DISTRICT has all necessary ERPs. Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the CONTRACTOR. Claims by the CONTRACTOR for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the DISTRICT. The CONTRACTOR'S sole remedy is an extension of time to complete the PROJECT to account for any such delay.
7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier sub-contractors on the job site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.

- 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.
- 7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.
- 7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
8. The CONTRACTOR will at all times protect its work from damage and will protect the DISTRICT'S property against injury or loss arising in connection with this PROJECT. The CONTRACTOR will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the DISTRICT. The CONTRACTOR will protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The CONTRACTOR will, at all times, protect public and privately owned property in and around the PROJECT site, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from the CONTRACTOR'S failure to provide such protection will be promptly repaired or restored at the sole expense of the CONTRACTOR.
9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the DISTRICT'S Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the CONTRACTOR is not grounds for initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.
- The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.
10. If the CONTRACTOR is delayed at any time, in the progress of the work by an act of neglect of the DISTRICT 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.

11. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases 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 sub-contractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.
12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, or if the DISTRICT fails to pay the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S., then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the property of the DISTRICT. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with the Project Budget set forth in Exhibit "B." A "Schedule of Values" will be developed by the CONTRACTOR and provided to the DISTRICT for its approval within 15 days of receipt of the Notice To Proceed with Construction. Upon written approval by the DISTRICT the "Schedule of Values" will be incorporated herein by reference and will be deemed a part of the Agreement.

16. The CONTRACTOR is as fully responsible to the DISTRICT for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as CONTRACTOR is for the acts and omissions of 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 whom they are issued are authorized to do business in _ County, Florida. State of Florida certification alone will not be acceptable, the CONTRACTOR and all subcontractors must register with ____ 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.
17. Construction > \$200,000: The CONTRACTOR and DISTRICT will develop a list of items required to render the services purchased by the DISTRICT under this Agreement, complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching substantial completion (or beneficial occupancy or use) (of each building, structure, or phase of the project, etc., if multiple phases) according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion (or beneficial occupancy or use of the property.) The CONTRACTOR will provide the DISTRICT with a 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 list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.
- 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
- 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.
18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

EXHIBIT 3

Reference Documents

Table 1

Site Descriptions for Rock Ponds Upland Restoration Phase 1

The following site descriptions are to be used in concert with labeled aerial photographs of Figures 3 through 8. Site descriptions represent sectors of the upland area in need of restoration, with the descriptions specifically pertaining to the area in the vicinity of the number on the aerial map. Descriptions here do not represent all site features and native/non-native plant species present, but rather the dominant site characteristics. Bidders are encouraged to visit all restoration areas to acquaint themselves with site conditions of the whole project footprint. Acreages reported here are approximate using Arcmap software in combination with groundtruthing. Contractors will be required to address upland non-native plant populations down to the edge of any adjacent jurisdictional wetlands.

Figure 3 – Southwestern Reaches of Rock Ponds Upland Restoration – Parcel A ≈ 57.4 ac

Note: As labeled in Figure 3, the eastern side of the upland tract is bordered by an unvegetated dirt road, whereas the western side of the tract is bordered by a grassed driveable path; the grassed path often is dominated by non-native guinea grass and sectors of the path can be soft/wet (depending on rainfall). There is a 0.2 acre outparcel located between Area 1 and Area 1a; the outparcel will not be subject to non-native plant removal.

Area 1: Area 1 is a forested mixture of sabals, pine, wax myrtle, and other native plant species, but also containing moderate to dense stands of Brazilian pepper; the pepper is mostly relatively young (6-10' heights), but some pepper is as tall as 20'+. Some air potato is present at a few scattered locations. Towards the east side of the forested Area 1 is a north-south tidal ditch, which intersects an east-west tidal ditch along its northern border (the ditch plays out as one moves west – see “blue lines” on Figure 3). East of Area 1 (but west of the unvegetated dirt road) is primarily native vegetation (e.g., saw palmetto) bordered on its east side by a tidal ditch (and the unvegetated dirt road) along its eastern boundary, the ditch extending up to about where the road takes a curve to the east.

Area 1a: The central portions of Area 1a are dominated by native grasses (seashore paspalum and sand cordgrass). Non-native plants increase in density as one moves west.

Area 2: This whole band from the western shoreline to the unvegetated dirt road is dominated by mostly native vegetation (i.e., saw palmetto, live oak, scrub oak, sabal palm, fern, sand cordgrass, wax myrtle, saltbush). Some young melaleuca is scattered about the area, with some scattered dense stands of 6-12' tall Brazilian pepper, with some fringing areas with pepper ≤ 20' tall.

Area 3: This whole band from the western shoreline to the unvegetated dirt road is dominated by native plants (i.e., saw palmetto, saltbush, sabal palm, pine, oak), with some scattered young melaleuca. The west side of Area 3 has some air potato as well as guinea grass.

Area 4: This area is dominated by a cattail marsh, with some air potato and guinea grass on the west side.

- Area 5: This whole band from the western shoreline to the unvegetated dirt road is primarily dominated by native plants (i.e., saw palmetto, saltbush, sabal palm, wax myrtle, sand cordgrass) with some scattered Brazilian pepper.
- Area 6: This whole band from the western shoreline to the unvegetated dirt road is primarily dominated by native plants (similar to Area 5), with a little cogon grass and a scattering of Brazilian pepper. On the east side of Area 6 and on the east side of the dirt road, lies a band of pepper averaging 3-6' wide, bordering an intertidal wetland to the east.
- Area 7: Similar to Areas 6 and 7, with some sparsely scattered Brazilian pepper and some guinea grass.

Figure 4 – Northwestern Reaches of Rock Pond Upland Restoration – Parcel B ≈ 5.4 ac

- Area 8: This whole band from the western shoreline to the path running to the north (east side) is dominated by native vegetation (e.g., tall saw palmetto, oak, sabal palm), with some limited scattered clumps of Brazilian pepper and guinea grass. The site is bordered to the east by intertidal wetlands/mangrove forest.
- Area 9: Though the site harbors a mixture of native plant species (i.e., sabal palm, seagrape, oak), the site has moderately dense concentrations of Brazilian pepper (10-15' heights) and guinea grass. The density of pepper increases as one moves east towards the intertidal wetland border (i.e., mangrove, salt barren).
- Area 10: The whole coastal strand running north from Area 9 contains scattered to moderate stands of Brazilian pepper (10-15' heights) interspersed with oak, sabal palms, and seagrape. The strand is bordered to the east by intertidal wetland/mangrove forest.
- Area 11: Continuing north of Area 10, the spit increasingly narrows until terminating at the mouth of Piney Point Creek. Brazilian pepper stands decrease as one moves north, resulting in scattered pepper, interspersed with guinea grass, balsam apple, and a non-native morning-glory vine. The strand is bordered to the east by intertidal wetland/mangrove forest.

Figure 5 – Fallow Farm Field Rock Ponds Upland Restoration – Parcel C ≈ 126 ac

- Note: *The yellow lines on this figure indicate the limits of proposed wetland restoration/creation and are not subject to this RFB. Upland restoration will extend to the red lines indicated on the figure (i.e., approximately 100' from the yellow wetland limits). These fields previously were used to grow sod. Sod is to be left in place intact and alive. Non-native plants (i.e., Brazilian pepper) along the southern property line/ fence line are subject to removal/kill in place (leaving fence intact). Each fallow farm field is variously bisected by internal drainage ditches; each ditch harbors a combination of native and non-native vegetation.*
- Area 1: This area is mostly seashore paspalum grass; virtually no non-native vegetation is on site excepting at the southern property boundary fence line (i.e., hedgerow of Brazilian pepper).
- Area 2: This area exhibits some scattered young Brazilian pepper, cowpea, dog fennel, with the site dominated by seashore paspalum and other native grasses; the east side has some guinea grass, sandspurs, and ragweed; a hedgerow of pepper also is along the southern property line

boundary fence line. The east side bordering Piney Point Creek has scattered oaks and other hammock plant species but dense stands of large Brazilian pepper.

- Area 3:** This site is dominated by St. Augustine grass, with moderate densities of dog fennel and salt bush; some scattered young Brazilian pepper and a hedgerow of pepper is along the southern property line boundary fence line; in the southeastern corner of Area 3, a chain-link fenced area exists with moderate pepper (approximately 410 linear feet of 6' tall chain-link fence with a one foot extension containing three strands of barbed wire: fencing is to be removed). The west side bordering Piney Point Creek has scattered oaks and other hammock plant species and dense stands of large Brazilian pepper. Lastly, an intact, artesian wellhead exists in the south central reaches of the tract, immediately north and adjacent to the fence line and west of an gated entrance to the site; this wellhead is to remain intact and undisturbed as it will serve as a freshwater source for the project (for watering of native plants installed throughout the upland restoration sectors).
- Area 4:** Same as Area 3 (excepting no Piney Point Creek, a chain-link fenced area, nor an active wellhead). Note property line on eastern side stops short of the majority of the north-south ditch area; accordingly, only the northern reaches of the ditch are included for non-native plant removal.

**Figure 6 – Central “Triangular” Parcels of Rock Ponds Upland Restoration –
Parcels D, E, F ≈ 23.1 ac**

- Parcel D:** This site harbors a hardwood hammock with scattered non-native vegetation inclusive of Brazilian pepper, guinea grass, and castor bean. Southern reaches of Parcel D have a higher density of scattered non-natives, while the northeastern reaches of the sector already has been cleared and contains only scattered pepper of a medium size (8-12' tall). The eastern/southeastern border is adjacent to railroad tracks.
- Parcel E:** This site is a very nice hardwood hammock with relatively few scattered non-natives. Some guinea grass and Brazilian pepper are along the northwestern side by the railroad tracks.
- Parcel F:** This site is a very nice hardwood hammock with stands of old palmetto and sabals but the majority of the tract exhibits relatively few scattered non-native plants. At the north end of the parcel, there are some moderate to dense stands of Brazilian pepper with some guinea grass along the railroad tracks.

Figure 7 – Northeastern Parcel of Rock Ponds Upland Restoration – Parcel G ≈ 28 ac

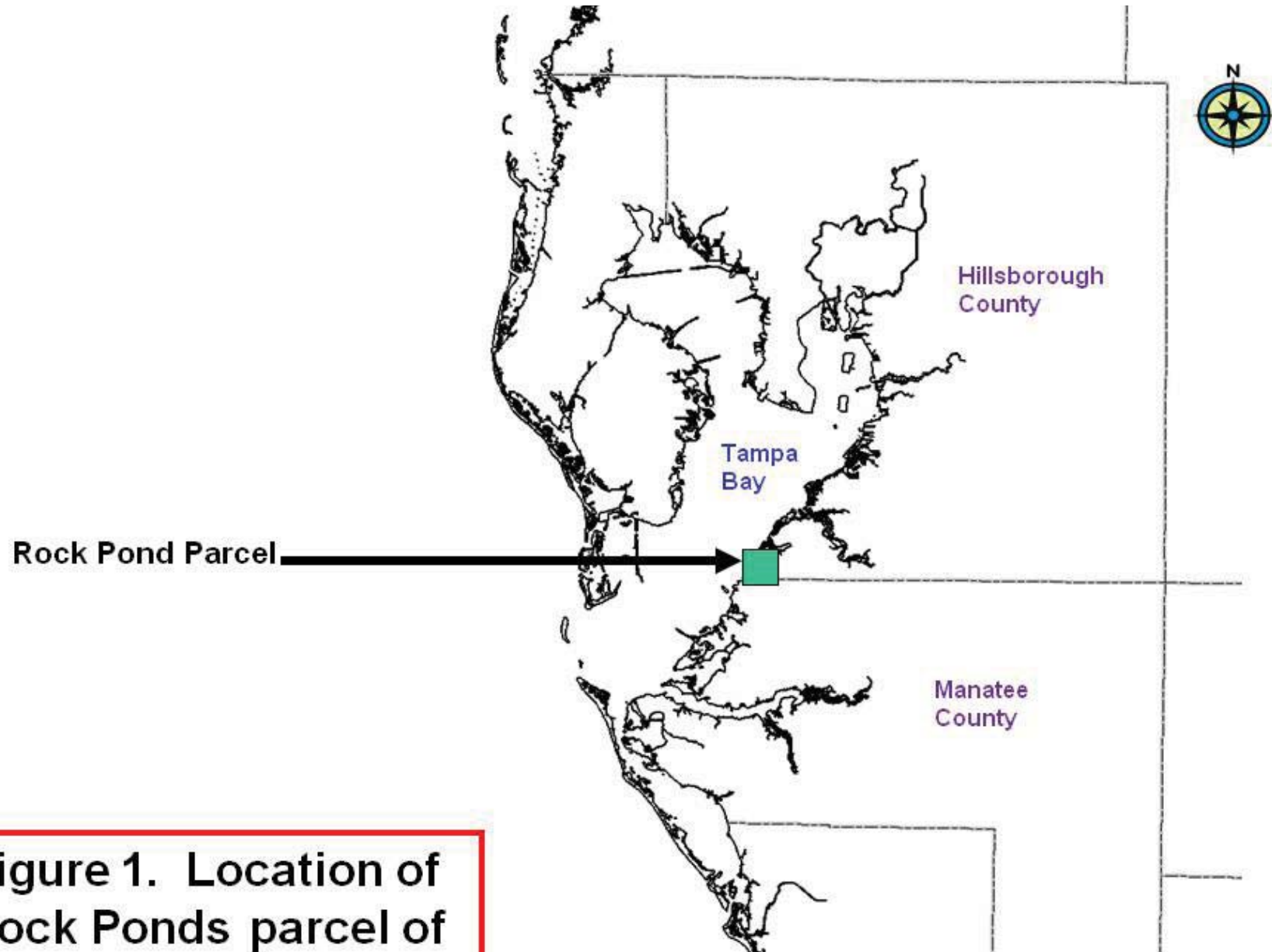
- Note:** *Parcel G is adjacent and east of Cockroach Creek, the area a combination of hardwood hammock associated with the channelized creek, drainage ditches, and fallow farm fields harboring various combinations of native vs non-native vegetation. Non-native plant removal/control must extend to the centerline of Cockroach Creek. Note the ditch systems seasonally can have water in them.*
- Area 1:** This is basically an open field dominated by native plant species (yellow-top, wax myrtle, sabals, etc.), with few non-natives such as scattered young (6-12' tall) Brazilian peppers). The west side of the field next to the creek channel is hardwood hammock with pepper.

- Area 2:* As one heads east toward the property line, the density and size of Brazilian peppers increases; some cogon grass is present. Native plants are scattered about, inclusive of many wax myrtles.
- Area 3:* This area is hardwood hammock mixed with Brazilian pepper and other scattered non-natives (e.g., guinea grass, etc.).
- Area 4:* This fallow farm field possesses scattered mature wax myrtles, sabals, salt bush, and yellow top intermixed with Brazilian peppers (up to 10-15' heights); some pepper are in hedgerows. The northern reaches (north of the ditch but south of the salt barren) are hardwood hammock with moderately dense Brazilian pepper scattered variously throughout, inclusive of a stand of Australian pine trees in the northwestern reaches of the tract. The southwestern lobe is hardwood hammock interspersed with large pepper.
- Area 5:* This fallow farm field is dominated by seashore paspalum grass with scattered young Brazilian pepper (6-10' tall) and dog fennel. Like Area 4, the northern reaches (north of the ditch but south of the salt barren) are hardwood hammock with moderately dense Brazilian pepper scattered throughout the tract.

Figure 8 – Hammock Areas West of Sun City Shell Pit of Rock Ponds
Upland Restoration – Parcel H ≈ 10 ac

- Note:* *Parcel H is due west of the Sun City Shell Pit and south/southwest of the Hillsborough Community College Environmental Studies Center. The red line on Figure 8 denotes the property line, but note that the green line of project limits extends to the east and includes the Hillsborough County right-of-way (up to the eastern side of Lavender Road).*
- Area 1:* The Hillsborough County right-of-way and the complementary public property to the west contains a hardwood hammock (oak, sabals, etc.) interspersed with moderate to dense stands of mature Brazilian pepper. The western side is bordered by intertidal wetland habitats. The hammock narrows in width as it progresses west.
- Area 2:* The area is a relatively intact hardwood hammock containing oak, sabal, cedar, coral bean, saw palmetto, fern. Non-native plants (i.e., Brazilian pepper) are variously but generally sparsely scattered throughout the tract although several dense stands of mature pepper exist. The hammock is bordered by intertidal wetlands and extends south towards the property line. The western side of Area 2 is bordered by a shallow intertidal ditch, separating Area 2 from Area 4.
- Area 3:* The southern reaches of this tract are also hammock but have much denser concentrations of Brazilian pepper than other areas. The area harbors rolling piles of (apparently) excavate, often dominated by pepper.
- Area 4:* This area is a continuation of the intact hammock found in Area 2 and also is bordered by intertidal wetlands. This area is very similar to Area 2, possessing generally a light, scattered infestation of non-native plants (i.e., Brazilian pepper), with several stands of dense mature pepper. The eastern side of Area 4 is bordered by a shallow intertidal ditch, separating Area 4 from Area 2.

FIGURE 1



**Figure 1. Location of
Rock Ponds parcel of
Tampa Bay**

FIGURE 2

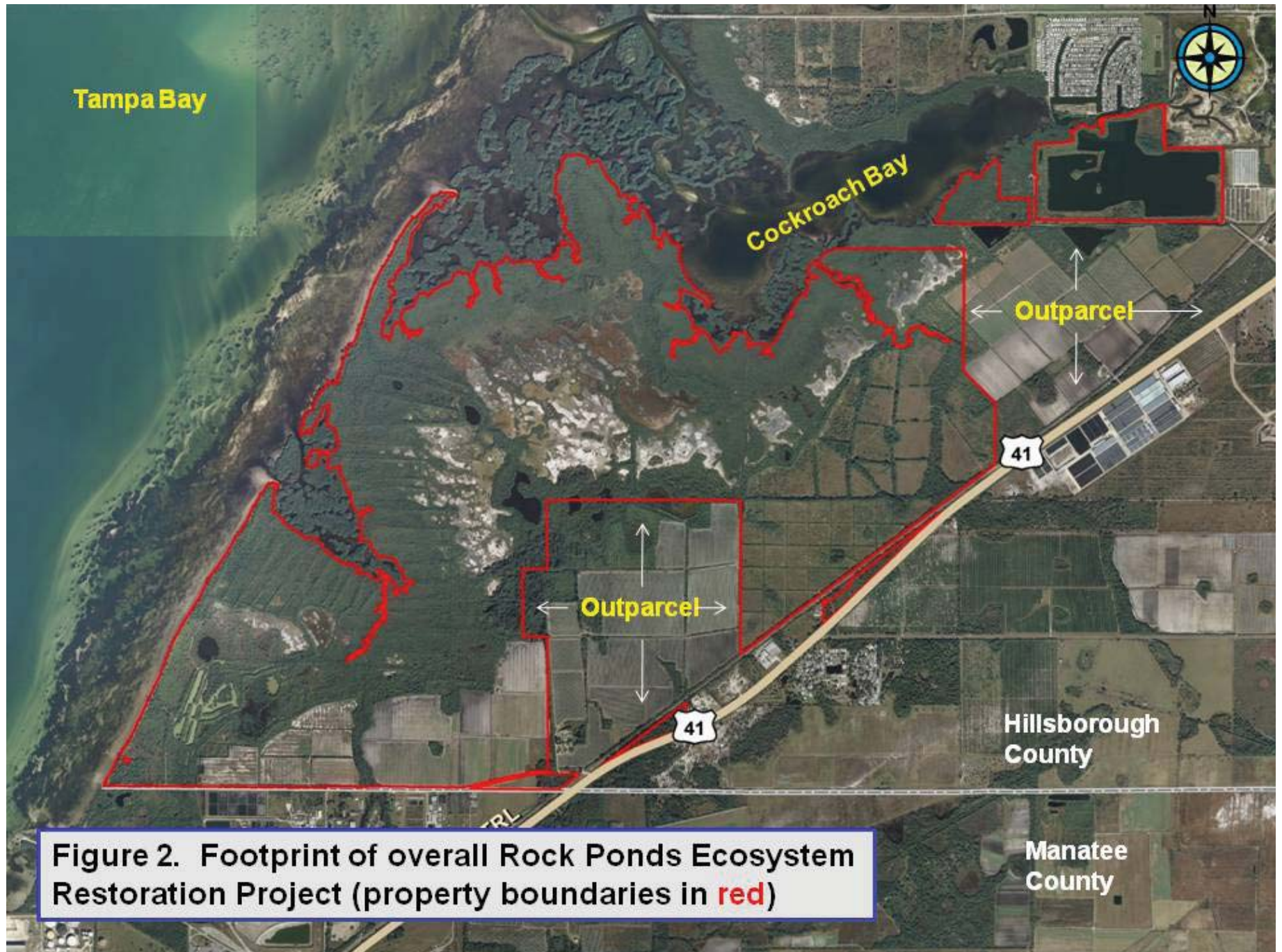


FIGURE 3

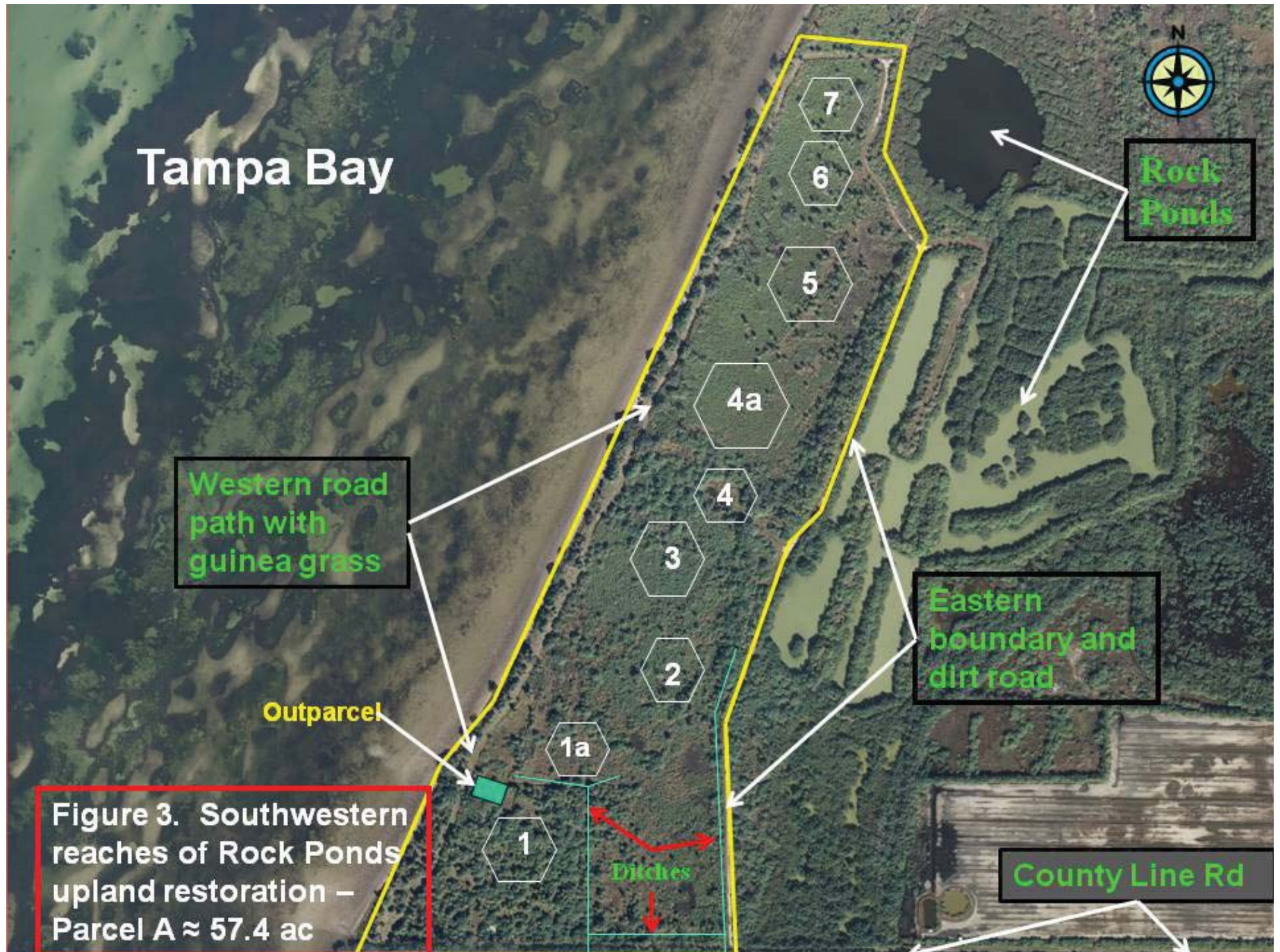


FIGURE 4

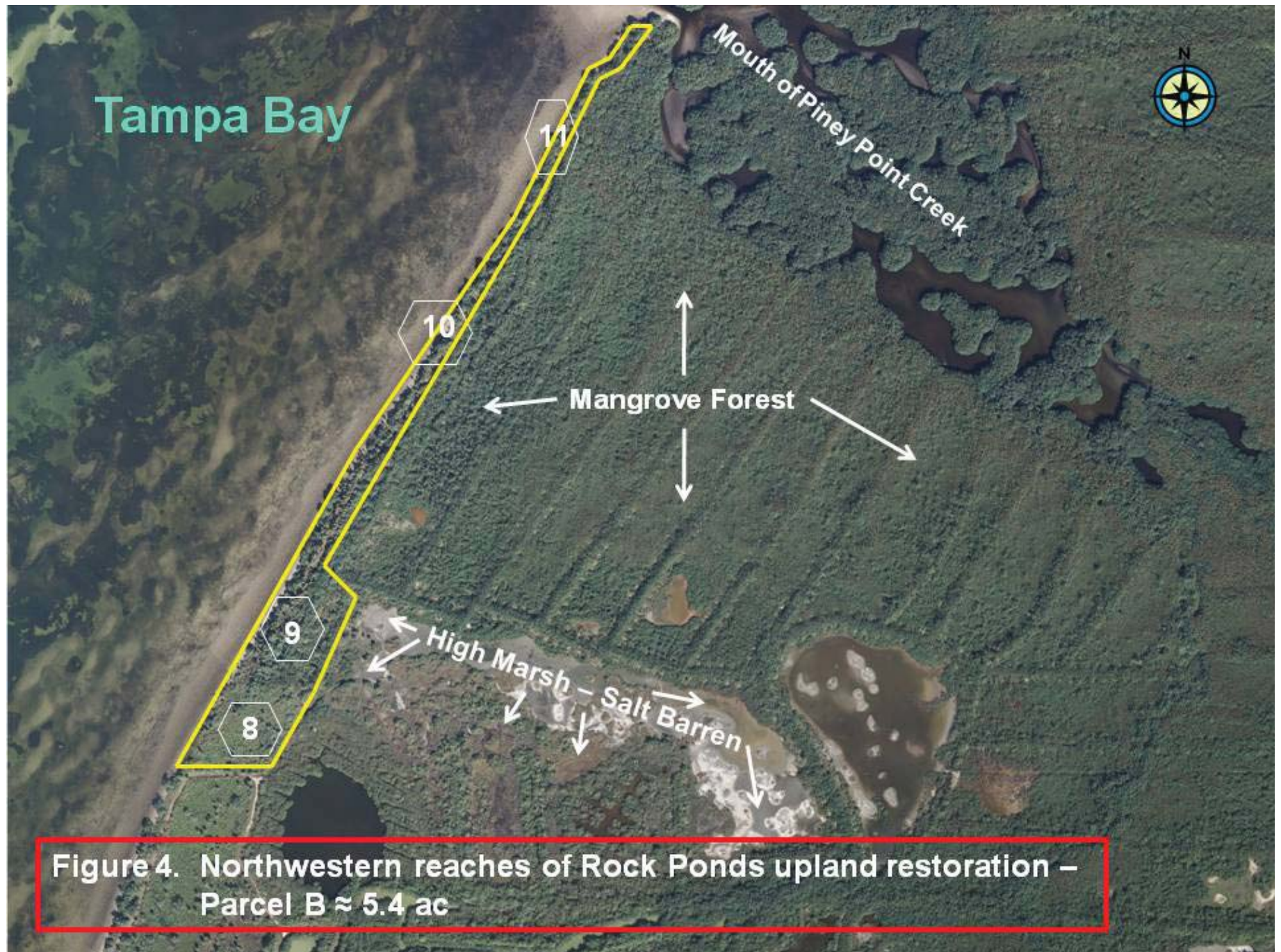


FIGURE 5

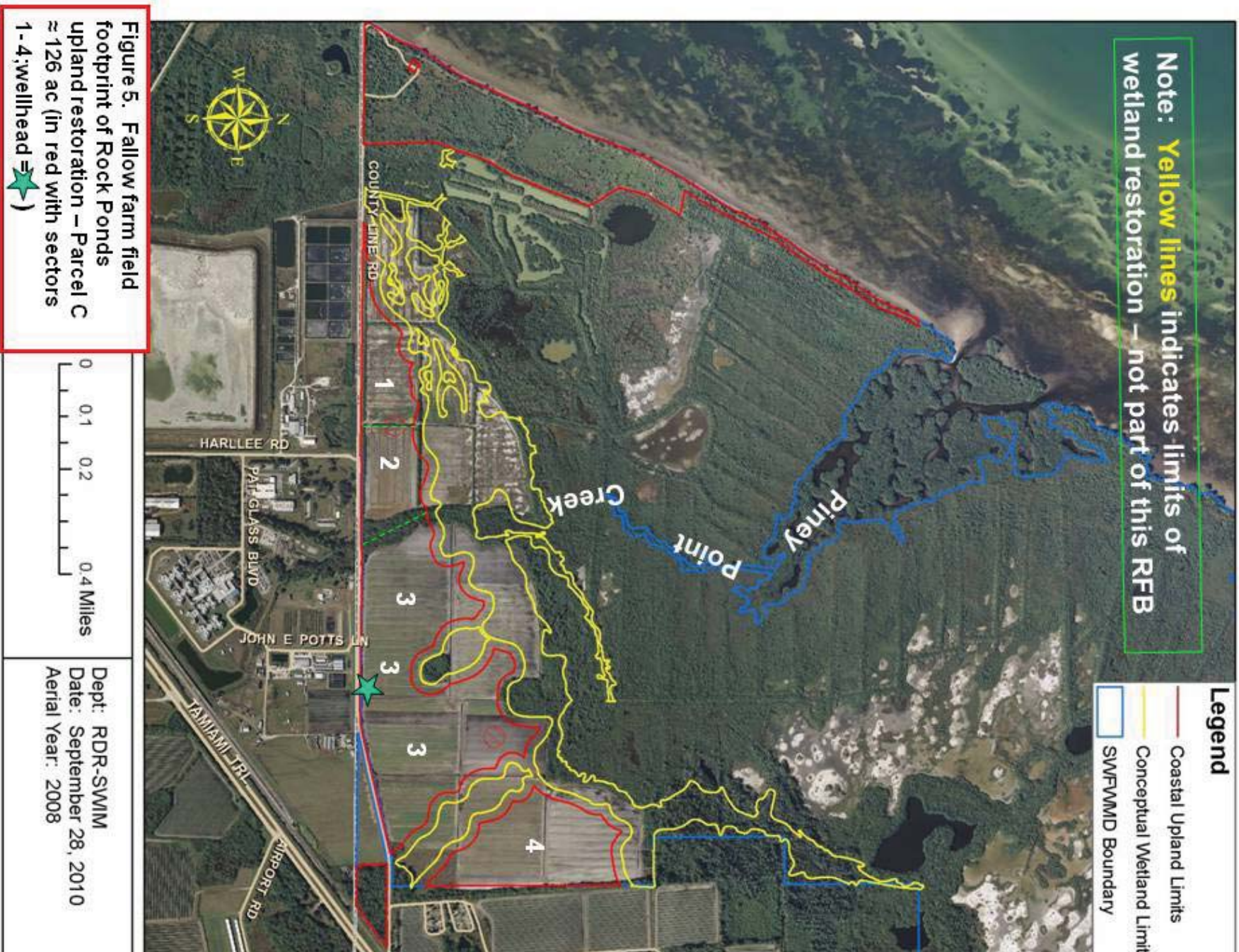


FIGURE 6

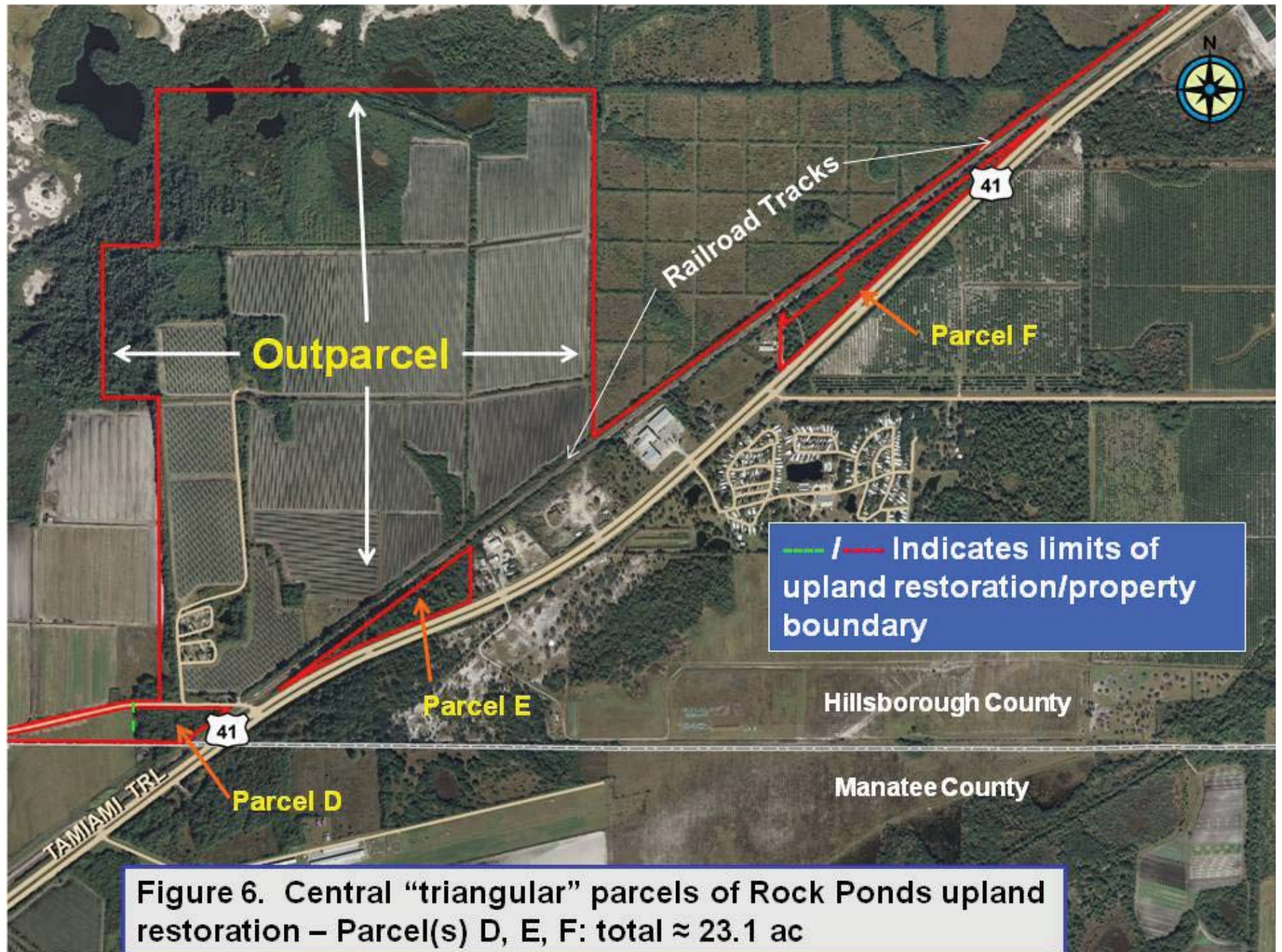


FIGURE 7

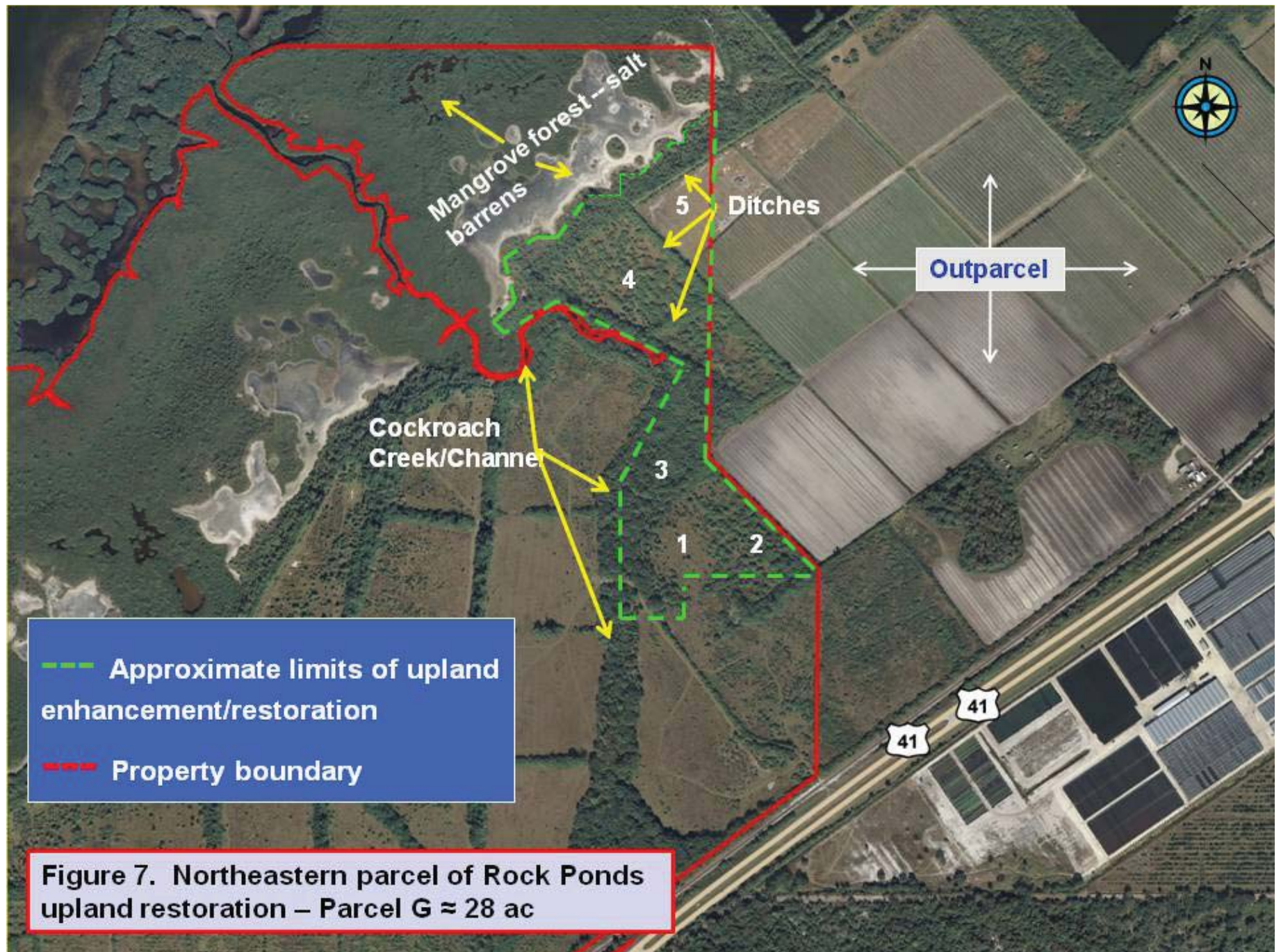


FIGURE 8

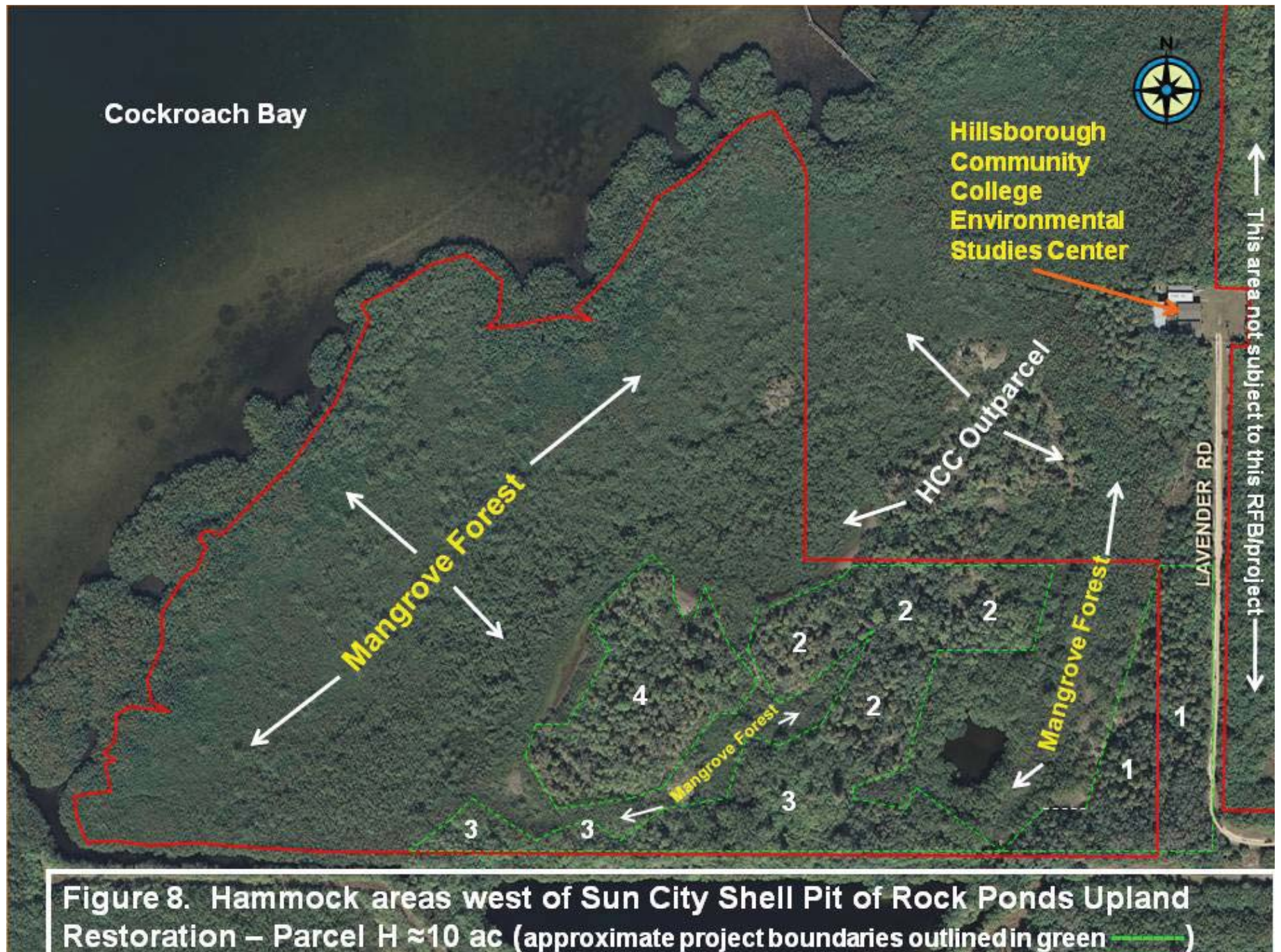


FIGURE 9

