



Lake Worth Drainage District
13081 S. Military Trail
Delray Beach, FL 33484
561.498.5363

Request for Bid

Replacement of the Districts Control Structure No. 9 within the Lake Worth Drainage District's C. Stanley Weaver Canal.

The Work generally includes, but not limited to the following scope:

The Contractor shall furnish all labor, materials, tools, equipment, dewatering, permitting, inspection, water, light, power, transportation, superintendence, temporary construction of every nature, temporary sequencing of equipment, offsite staging, and all other services and facilities of every nature whatsoever necessary to demolish/remove, clear, modify, construct, complete, deliver, start-up, test, and place in operation the subject project as described in the technical specifications and drawings provided. The Contractor will be required to completely restore all disturbed areas as a result of the construction work.

RFB No. 19-7170L.07

Submission Deadline:

March 17, 2020
@ 4:00 p.m.

Refer all inquiries and proposals to:

Tom Butler
Project Manager
Lake Worth Drainage District
13081 Military Trail
Delray Beach, Florida 33484
tbutler@lwdd.net

Section I - General Information

District Overview

The Lake Worth Drainage District (District) manages the water resources for much of southeastern Palm Beach County, providing comprehensive flood control, water conservation and water supply protection to an estimated 700,000 residents and more than 10,000 acres of agricultural land. The District monitors and controls a complex system of approximately 500 miles of canals and associated rights-of-way, 20 major water control structures and numerous minor structures. The District encompasses approximately 200 square miles in Palm Beach County. The District is bordered on the west by the Arthur R. Marshall Loxahatchee National Wildlife Refuge, on the east by I-95, on the north by Okeechobee Boulevard and on the south by the Hillsboro canal. The District's main office is located at 13081 Military Trail in Delray Beach, Florida 33484.

Invitation to Bid

Lake Worth Drainage District (DISTRICT) is soliciting bids from responsible and experienced contractors for the replacement of the DISTRICT Control Structure No. 9. The work is shown in the construction drawings titled "CONTROL STRUCTURE NO. 9 REPLACEMENT", Mock•Roos Dwg No. 45-43-19-22, dated January 2020.

The Contractor shall furnish all labor, materials, tools, equipment, dewatering, permitting, inspection, water, light, power, transportation, superintendence, temporary construction of every nature, temporary sequencing of equipment, offsite staging, and all other services and facilities of every nature whatsoever necessary to demolish/remove, clear, modify, construct, complete, deliver, start-up, test, and place in operation the subject project as described in the technical specifications and drawings provided. The Contractor will be required to completely restore all disturbed areas as a result of the construction work.

The existing control structure shall remain in operation until DISTRICT approves demolition. Demolition and Construction shall be sequenced to maintain current canal capacity and operation until the new control structure is tested and accepted by the DISTRICT and the DISTRICT provides written notice that the contractor can demolish the existing station and facilities as called for in the contract documents. The DISTRICT shall be responsible for operation of the existing structure. Except where noted otherwise, immediately remove demolished materials from site to an approved landfill(s).

Bid Documents may be obtained at District Headquarters at 13081 Military Trail, Delray Beach, Florida 33484 beginning February 18, 2020. Bid documents will be provided in an electronic format on a CD. A mandatory pre-bid meeting will be held at District offices on February 25, 2020 at 10:00 a.m. All bids must be received at the listed address no later than 4:00 p.m., Tuesday, March 17, 2020, at which time all bids will be publicly opened and tabulated. The bid will be awarded to the lowest responsive and responsible bidder as determined by the requirements stated in the Bid documents.

Examination of Contract Documents and Site

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

Reference is made to Division 1: General Requirements of the Specifications for the identification of:

- a) those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

- b) those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.
- c) Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 5.03 and 5.05 of the General Conditions.

Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

All bids must be submitted in a sealed envelope, identified as "Sealed Bid RFB No. **19-7170L.07**" and addressed to the Project Manager. All inquiries and proposals should be directed, in writing, to the following Project Manager. The District will not accept any verbal inquiries.

Point of Contact

All inquiries and proposals should be directed, in writing, to the following Project Manager. The District will not accept any verbal inquiries.

Tom Butler
Project Manager
Lake Worth Drainage District
13081 Military Trail
Delray Beach, Florida 33484
tbutler@lwdd.net

The Lake Worth Drainage District reserves the right to accept or reject any or all Bids with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid, which in its judgment, best serves the Lake Worth Drainage District.

Schedule

Advertise.....	Sunday February 16, 2020
Bidding Documents Available	Tuesday February 18, 2020
Advertise.....	Sunday February 23, 2020
Contractor Mandatory Pre-Bid Meeting @ LWDD.....	Tuesday February 25, 2020 @ 10:00 a.m.
Site Access Available to Contractors.....	Tuesday February 25, 2020 Following Pre-Bid Meeting
All inquiries, clarifications and/or corrections due.....	Monday, March 2, 2020
Deadline for response submittal to LWDD.....	Tuesday, March 17, 2020 @ 4:00 p.m.
LWDD Board meeting to consider award..... (if no oral presentations requested)	Wednesday April 15, 2020 @ 8:30 a.m.

Section II – Standard Terms and Conditions

Anti-Lobbying Provision

All Respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District’s Board of Supervisors, employees of the District nor employees of any other Project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed subconsultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g. general information, meetings of introduction, meals, etc.).

Any proposal submitted by a Respondent, its agents and potential subconsultants or subcontractor who violate these guidelines will not be considered for review. The Project Manager shall be the only point

of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

A "Cone of Silence" shall be in effect as of the deadline to submit the Response to this Solicitation, and shall terminate at the time the District Board of Supervisors awards or approves a Bid, rejects all Bids, or otherwise takes action which ends the Solicitation process. "Cone of Silence" denotes that there shall be no communication between Respondent and any Board Member, employee, agent or representative of District during this time period, except contact with the Project Manager as provided herein.

Public Entity Crimes/Discriminatory Vendor List

Any Respondent, or any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the Discriminatory Vendor List. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the Discriminatory Vendor List, a period longer than 36 months must have passed since that person was placed on the convicted vendor or Discriminatory Vendor List. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

Point of Contact and Timetable for Inquiries

Respondents shall contact the Project Manager, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail. The District will not accept any verbal inquiries. Technical questions will not be entertained beyond the cut-off date indicated in the RFB schedule so that answers to substantive questions, in the form of written addenda, can be posted on the District's website (www.lwdd.net).

Oral Representations

No oral representations made by District staff shall be binding. The contents of this RFB and any subsequent addenda issued by the District shall govern all aspects of this Solicitation.

Addenda (Interpretations, Clarifications and/or Corrections)

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any written inquiry or request for interpretation received nine (9) or more days prior to Bid Opening will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be posted to the District website at www.lwdd.net within the "Doing Business with the District" section by the date indicated in the RFB schedule. Submission of a Bid constitutes acknowledgement by the Bidder of the receipt of all addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received. It is the responsibility of each Bidder to verify that he or she has received all addenda issued before Bids are opened. No authorization is allowed by the Lake Worth Drainage District personnel, except the Project Manager, to interpret, or give information as to Bid requirements in addition to that which is contained in the written Bid Documents and addenda.

Withdrawal of Response

Respondents shall withdraw their submitted Response by notifying the District in writing through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the District, and will not be returned to

Respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent Contract negotiation.

Postponement/Cancellation

The Lake Worth Drainage District may, at its sole and absolute discretion, reject any and all, or parts of any and all Bids; re-advertise this Solicitation; postpone or cancel this Solicitation process; or waive any irregularities in this Solicitation or in the Bids received as a result of this Solicitation.

Development Costs

Neither the District nor its representatives shall be liable for any expense incurred in connection with the preparation, submission or presentation of a Response to this Solicitation. All information in the Response shall be provided at no cost to the District.

Tax Exempt Status

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The Project Manager will sign an exemption certificate submitted by the successful Bidder. Bidders doing business with the Lake Worth Drainage District shall not be authorized to use the District's Tax Exemption Number in securing such materials.

Public Records and Exemptions

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning Contract awards, or thirty (30) days after submission deadline, whichever is earlier.

Response Submission and Opening

All Responses shall be hand delivered or mailed via U.S. mail or overnight courier to the address and contact listed on the cover page of this RFB. Responses must be submitted in a sealed envelope by the deadline indicated in the RFB schedule. The Response shall identify the Solicitation number and title specified on the cover page of this Solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The District assumes no responsibility for Responses not properly marked. The District cautions Respondents to assure actual delivery of Responses prior to the deadline set for opening Responses. The District will not accept Responses delivered after the established deadline. If the Response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

All Bids submitted by the deadline will be opened at the time specified in the RFB schedule. The public is welcome to attend the Bid Opening.

All Bids received shall remain valid for sixty (60) days upon Bid Opening.

Rejection of Responses

The District reserves the right to reject any and all Responses for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the District; (2) if such Response is deemed non-responsive; (3) if the Respondent is deemed non-responsible; if the Response contains any material irregularities. Minor irregularities contained in the Response will be waived by the District. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the District.

Assignment

The successful Respondent will not transfer, assign, convey, sublet or otherwise cede the performance required by this Solicitation or consign any of its rights without the prior written consent of the District through its Board of Supervisors. Any award issued pursuant to this Solicitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the District through its Board of Supervisors which approval shall be at the sole discretion of the Board of Supervisors.

Board of Supervisor Approval

Bid results will be presented to the District's Board of Supervisors for final approval at a regularly scheduled Board Meeting as indicated in the RFB schedule.

Formal Notice of Intent to Award

Following formal approval of the final results by the Board of Supervisors and in compliance with Chapter 120, Florida Statutes, the final Notice of Intent to Award will be posted on the District web-site and at the District offices at 13081 Military Trail, Delray Beach, Florida 33484. The notice will remain posted for a period of 72 hours (excluding weekends and District observed holidays).

If a Respondent intends to protest the District's official notice, the Notice of Intent to Protest shall be filed in writing within 72 hours after the Notice to Intent to Award is posted, and a formal written protest shall be filed within 10 days after filing the Notice of Intent to Protest. Failure to file a protest within the time prescribed in Rule 40E-7.302 Florida Administrative Code and Section 120.54(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Contract Award

The Respondent understands that this Solicitation or the Response does not constitute a Contract with the District. No Contract is binding or official until Responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and an official Contract is duly executed by the parties. A sample Contract is attached to this Solicitation. The District anticipates that the final official Contract will be in substantial conformance with the sample Contract. Nevertheless, Respondents are advised that any Contract, which may result from this Solicitation, may deviate from the sample Contract. Any deviations from the sample Contract that may be required by the Respondent shall be submitted with the Response for consideration by the District.

The Respondent to whom the award is made shall, within five (5) calendar days after Notice of Award has been given, provide evidence of any required insurance, bonds of Respondent and of Sub Contractors (if applicable) and sign the necessary Contract in substantially the form attached. Failure to execute the Contract and/or to provide applicable bonds and evidence of any required insurance coverage shall be just cause for the annulment of the award and if applicable, forfeiture of the bond to the District. Award may then be made to the next most responsible and responsive Respondent or the work may be re-advertised as the District may decide.

The District anticipates awarding a Contract to the responsible entity that submits the lowest responsive Bid. The District anticipates the award of a single Contract, but reserves the right to award multiple Contracts, or not to make any award whatsoever, if determined to be in the interest of the District.

The successful Bidder shall enter into a two-party Contract that shall be acceptable to the District in form and content. If the awarded Contract is terminated, the District reserves the right to go to the next responsive and responsible firm with the balance of the Contract.

Insurance

The Respondent and subcontractors, if awarded a Contract, shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified within the Certificate of Insurance attached to this Solicitation. Evidence of appropriate insurance coverage shall be provided as an attachment to the Response. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign the Certificate of Insurance, or (2) issue a letter on the insurance agency's stationary stating that the Respondent qualified for the required insurance coverage levels and that the Certificate of Insurance will be submitted before final execution of issuance of the Contract. All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Respondent that the Certificate of Insurance provided does not meet the Contract requirements shall not constitute a waiver of the Respondent's responsibility to meet the stated requirements.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities, may be grounds for rejection of the Response and rescission of any ensuing Contract.

Non-Discrimination

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, creed, national origin, religion, age, sex or handicap.

Indemnification

The Respondent agrees to defend, save and hold the District, its Engineer, its agents, assigns and employees, harmless from all claims or causes of action, including costs and attorney's fees, and all judgments whatsoever, involving personal injury, bodily injury, death, or property damage, arising out of the negligent or intentional act or omission, or the violation of any federal, state or local law or regulations by the contractor, its subcontractors, agents, assigns, invitees or employees in connection with this Solicitation and subsequent Contract.

Warranty

The Respondent warrants that the goods offered for sale to the District are fit for the purposes for which such goods are typically used. If the District has informed the respondent of the particular purpose for which it intends to use the goods, the respondent recognizes that the District will rely upon the respondent's skill and judgment to select suitable goods in response to this solicitation. The respondent further warrants that the title of all items is good, that the goods can be transferred and that there are no liens or encumbrances against the title of any items at the time of bid submittal, unless so specified in the response. The respondent shall specify any express warranties applicable to the items included in the bid. The Respondent shall warrant all materials and workmanship provided pursuant to this RFB for a period of no less than one year.

Payment and Performance Bond

The Respondent, if awarded a Contract, shall provide a Payment Bond and Performance Bond each equal to 110% of the Contract amount.

Bid Bond

Each Bid must be accompanied by a Bid Bond acceptable to the District, prepared on a standard form similar to the Bid Bond form attached hereto, duly executed by the Bidder as Principal and having as surety thereon a satisfactory surety company, admitted and authorized to do business in the State of Florida, in an amount not less than five percent (5%) of the amount of the base Bid.

Cash, certificate of deposit, cashier's check, treasurer's check or bank draft, drawn on a banking institution qualified to do business in Florida, may be tendered in lieu of the Bid Bond, but shall represent a Bid guarantee in the same way as a Bid Bond, and shall be made payable to the District. Such cash, certificate of deposit, check, bank draft or Bid Bonds will be returned to all Bidders, with the exception of the two (2) apparent lowest responsive and responsible Bidders, within ten (10) calendar days after the opening of Bids. The two (2) apparent lowest Bidders will have their cash, certificate of deposit, check, bank draft or Bid Bond returned to them within seventy-two (72) hours after the District and the successful Bidder have; (1) executed the Contract or purchase order and (2) the successful Bidder has secured and tendered to the District valid and acceptable insurance certificates and/or bonds as required under the provisions of this Solicitation. Failure of the District to execute the Contract or issue a purchase order within ninety (90) calendar days after the date of the Bid Opening shall operate to release the cash, certificate of deposit, check, bank draft or Bid Bonds of the two (2) lowest Bidders. Attorneys-In-Fact who sign Bid Bonds must file with such bond a certified copy of their power of attorney to sign said Bid Bonds.

Withdrawal After Bid Opening

No Respondent may withdraw a Response before the expiration of ninety (90) calendar days from the date of Bid Opening unless Respondent expressly states otherwise in the Response. Withdrawal of Response by Respondent after Bid Opening will result in forfeiture of Respondent's Bid Bond.

Disclaimer

All documents and information, whether written, oral or otherwise, provided by Lake Worth Drainage District relating to this Solicitation are being provided solely as an accommodation and for informational purposes only, and Lake Worth Drainage District is not making any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. Lake Worth Drainage District shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

Section III – Scope of Work

Mandatory Contractor Service

Minimum of 50% of work has to be performed by Respondent.

Overall

Lake Worth Drainage District (DISTRICT) is soliciting bids from responsible and experienced contractors for the replacement of the DISTRICT Control Structure No. 9. The work is shown in the construction drawings titled "CONTROL STRUCTURE NO. 9 REPLACEMENT", Mock•Roos Dwg No. 45-43-19-22, dated January 2020.

The Contractor shall furnish all labor, materials, tools, equipment, dewatering, permitting, inspection, water, light, power, transportation, superintendence, temporary construction of every nature, temporary sequencing of equipment, offsite staging, and all other services and facilities of every nature whatsoever necessary to demolish/remove, clear, modify, construct, complete, deliver, start-up, test, and place in operation the subject project as described in the technical specifications and drawings provided. The Contractor will be required to completely restore all disturbed areas as a result of the construction work.

The existing control structure shall remain in operation until DISTRICT approves demolition. Demolition and Construction shall be sequenced to maintain current canal capacity and operation until the new control structure is tested and accepted by the DISTRICT and the DISTRICT provides written notice that the contractor can demolish the existing station and facilities as called for in the contract documents. The DISTRICT shall be responsible for operation of the existing structure. Except where noted otherwise, immediately remove demolished materials from site to an approved landfill(s).

Section IV – Response Requirements and Format

Response Requirements

Mandatory Pre-Bid Meeting

A mandatory Pre-Bid Meeting will be held at the District office on February 25, 2020 at 10:00 am. Failure to appear shall result in Respondent's disqualification as a Bidder.

Title Page

All Responses should include a title page reflecting the RFB subject, title and proposal number; the firm's name; the name, address and telephone number of the contact person; and date of Response.

Signed Receipt of Addendum

It is the responsibility of the Bidder to verify that they have received all addenda issued before Bids are opened. All Responses must include authorized signature of any addenda issued by the District.

Transmittal Letter

All Responses should contain a transmittal letter providing the name of any and all of the persons authorized to make representations on behalf of the Respondent, including the titles, addresses and telephone numbers of each person(s). The letter must declare that the Response was prepared without collusion with any other person or entity submitting a Response pursuant to this Solicitation. An authorized agent of the Respondent must sign the transmittal letter indicating the agent's title or authority. The letter should not exceed two pages in length.

Statement of Business Organization

All Respondents shall complete the attached Statement of Business Organization (Attachment A). This form provides the District with vital information concerning the responding organization as well as joint venture or subcontractor participation levels (if applicable).

Bid Form

Bids shall be submitted on the Bid Form furnished or upon an exact copy thereof, and must be signed by the Bidder's authorized representative.

Bid Bond

As referenced in the Special Terms and Conditions, each Bid must be accompanied by a Bid Bond acceptable to the District, prepared on a standard form similar to the Bid Bond form attached hereto, duly executed by the Bidder as Principal and having as surety thereon a satisfactory surety company, admitted and authorized to do business in the State of Florida, in an amount not less than five percent (5%) of the amount of the base Bid.

Bidder Minimum Qualifications and Experience

Prime Contractors (Bidder) shall provide adequate information with its bid to demonstrate that it satisfies the following minimum as set forth below. The District will consider what types of experience the Bidder has when making a determination of award. All decisions of the District are final.

1. The Bidder shall provide information with its bid showing that it has relevant experience and qualifications to successfully complete this project within the specified project timeframes. That experience, includes not only the field construction work, but also the required project management capabilities. Details on the qualifications of the firm, including a summary of the firm's history, relevant experience, and staffing resources. Copy of all applicable professional licenses for contractor.
2. The Bidder shall provide references for the project(s) identified to satisfy the minimum experience requirements set forth below. A referenced person(s) must be someone who has personal knowledge of the Bidder's performance. The referenced person must have been informed that they are being used as a reference and that the District may check references.
3. The Bidder, with its bid, must demonstrate successful performance with respect to projects comparable in type, size, complexity, and scheduling as provided for in these bid documents and project manual. The Bidder shall demonstrate that it has successfully completed a minimum of three (3) electric operating storm water pump stations with a minimum capacity of 30,000 gallons per minute and a minimum of (2) water control structures with a minimum of two gates (each gate minimum of 12' wide) in the last ten (10) years in South Florida.
4. Provide Project Specific Information in Bid Form, including the following:
 - a. Name of Project
 - b. Name of Owner and Project Locations
 - c. Description of Project
 - d. List elements of the project; such pump station type, size, piping, pumps, sitework, etc.
 - e. Contact name, telephone number, fax number, email address
 - f. Project duration including start and end dates
 - g. Contract dollar amount
 - h. Description of any change orders (time, money, etc.)
5. Indicate the availability of the firm and the individuals proposed to provide the services. Identify the extent and nature of any anticipated outside support.
6. Respondent must provide a summary of any litigation filed against the Respondent in the past five years, which is related to the services that Respondent provides in the regular course of business.
7. If a joint venture or subcontractor arrangement is involved in the Response, the Respondent must include a list of such parties by name, address and telephone number, including supervisory and professional personnel, and a summary of how the work will be apportioned. The same information requested above in items 1 through 7 must be provided for each Sub-Contractor/joint venture party.

Sworn Statement on Public Entity Crimes

The Respondent shall provide an executed copy of the attached Sworn Statement on Public Entity Crimes (Attachment F), as referenced in the RFB Standard Terms and Conditions.

Certificate of Insurance

As referenced in the RFB Standard Terms and Conditions, evidence of appropriate insurance coverage (see Attachment G) shall be provided as an attachment to the Response.

Certification of Good Standing with the Florida Secretary of State

The District will review (for all corporations, LCCs and partnerships) the Respondent's corporate status and good standing with the Florida Secretary of State. If the Respondent is an out-of-state corporation, the Respondent must obtain authority to conduct business in the State of Florida. All corporations or partnership that are not in good standing with the Florida Secretary of State at the time of Bid submission shall be deemed non-responsible by the District. If successful in obtaining a Contract award under this Solicitation, the corporation, LCCs or partnership must remain in good standing throughout the contractual period of performance.

Statement of Drug-Free Workplace and Drug-Free Workplace Certification

It is the intent of the District to promote drug-free and alcohol-free workplaces, in conjunction with Section 440.102 of the Florida Statutes, in order that employees of the District be given the opportunity to maximize their levels of productivity and enhance their work ability without experiencing the costs, delays and tragedies associated with work-related accidents resulting from substance abuse by employees. It is the further intent of the District that drug and alcohol abuse be discouraged and that employees who choose to engage in drug and alcohol abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

It is requested, but not required, that Respondent provide an executed copy of the attached Drug-Free Workplace Certification (Attachment H). In the event of a tie, preference shall be given to businesses with drug-free workplace programs.

Response Format

For the Response to be considered complete and timely, Respondents must submit one (1) original marked "original" and four (4) copies marked "copy" of the Bid Response.

In order to facilitate District review, Responses should be organized in the following sequence:

1. Title Page
2. Signed Receipt for each addendum issued by the District (if applicable)
3. Letter of Transmittal
4. Statement of Business Organization
5. Bid Form
6. Bid Bond
7. Technical Qualifications and Experience
8. Sworn Statement on Public Entity Crimes
9. Certificate of Insurance
10. Certification of Good Standing from the Florida Secretary of State
11. Drug-Free Workplace Certification

Section VI – Bid Tabulation and Review

All Bids must be received at the listed address (District Headquarters at 13081 Military Trail, Delray Beach, Florida 33484) no later than 4:00 p.m., Tuesday, March 17, 2020, at which time all Bids will be publicly opened and tabulated. The Bid will be awarded to the lowest responsive and responsible Bidder as determined by the requirements stated herein.

Responsiveness Conditions

At the time of Bid Opening, the District shall determine whether the Bid is responsive and has met the requirements of the Solicitation. These requirements include timely receipt of the Bid and submission of all required documentation.

Responsibility Documentation and Review

Subsequent to the Bid Opening and tabulation, the lowest bids will be reviewed for responsibility based on the documentation required herein.

The District may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the District or other Government entity in making the award in the best interest of the District.

Section VII– Attachments and Exhibits

Attachments

- Attachment A: Statement of Business Organization
- Attachment B: Bid Form
- Attachment C: Basis for Payments
- Attachment D: Bid Bond
- Attachment E: Performance Bond
- Attachment F: Payment Bond
- Attachment G: Sworn Statement on Public Entity Crimes
- Attachment H Certificate of Insurance
- Attachment I: Drug-Free Workplace Certification
- Attachment J: Sample Contract
- Attachment K: Form of Application for Payment

Attachment A

STATEMENT OF BUSINESS ORGANIZATION

SOLICITATION NO. 19-7170L.07

Business Organization

1. Business Name: _____

2. Mailing Address: _____

3. Remittance Address: _____

4. State of Incorporation: _____

5. Federal Employer I.D. or Social Security No.: _____

6. Telephone: _____ Fax No.: _____

8. Type of Organization: Corporation _____ Partnership _____ Joint Venture _____ Individual _____

LCCs _____

9. Contact Person(s): _____ Title: _____

10. Project Manager: _____ Title: _____

If the parties are certified, please indicate the certifying agency or agencies and attach letters/certificates of certification: _____

Signature: _____ Title: _____

Please print legibly or type (excluding the signature). The Corporation, Partnership or Individual Business name and signature of the authorized Corporate Officer, Partner or Individual making this bid, must appear on this page.

BIDDER'S BUSINESS NAME:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

TYPE OF ENTITY (Check One): CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____
LCCs _____

IF A CORPORATION, STATE OF INCORPORATION:
(If a non-Florida corporation, attach documentation of authorization to conduct business in Florida.)

FEDERAL EMPLOYER IDENTIFICATION NUMBER (If a Corporation or Partnership) or SOCIAL SECURITY NUMBER (If an individual):

AGREE TO EXTEND UNIT PRICES TO OTHER GOVERNMENTAL AGENCIES? YES _____ NO _____

BIDDER'S (OR AGENT'S) SIGNATURE:

DATED:

TITLE:

IF BIDDER IS A CORPORATION, AFFIX CORPORATE SEAL!

Attachment B

Bid Form

Item No.	Item Description	Unit	PRICE
	<u>GENERAL CONDITIONS:</u>		
1	MOBILIZATION & GENERAL CONDITIONS (MAX 3% OF TOTAL BID)	LS	
2	BONDS & INSURANCE REQUIREMENTS (MAX 2% OF TOTAL BID)	LS	
3	MAINTENANCE OF TRAFFIC	LS	
4	SURVEY LAYOUT & RECORD DRAWINGS	LS	
5	PRE-CONSTRUCTION VIDEO	LS	
6	POST CONSTRUCTION VIDEO	LS	
7	TRENCH SAFETY COMPLIANCE	LS	
8	PERMIT ALLOWANCE	LS	\$15,000.00
9	TEMPORARY CONSTRUCTION FENCING	LS	
	GENERAL CONDITIONS SUBTOTAL		
	<u>DEMOLITION:</u>		
10	DEMOLITION	LS	
	DEMOLITION SUBTOTAL		
	<u>SITE CONSTRUCTION:</u>		
11	SITE CONSTRUCTION	LS	
	SITE CONSTRUCTION SUBTOTAL		
	<u>STRUCTURAL:</u>		
12	STRUCTURAL	LS	
	STRUCTURAL SUBTOTAL		

	<u>MECHANICAL:</u>		
13	MECHANICAL GENERAL	LS	
14	WATER SUPPLY PUMPS	LS	
15	12' TAINTER GATES	LS	
16	DUPERON TRASH RAKER	LS	
	MECHANICAL SUBTOTAL		
	<u>ELECTRICAL:</u>		
17	ELECTRICAL GENERAL	LS	
18	PUMP STATION CONTROL PANEL	LS	
19	GENERATOR	LS	
	ELECTRICAL SUBTOTAL		
PROJECT TOTAL			

TOTAL LUMP SUM BID PRICE - Entire Project (Items 1 through 8), in words: _____

Bidder Company Name: _____

Signature of Official authorized to bind Bidder: _____

Date _____

Attachment C

BASIS for Payments

Basis for Payments per Attachment C and Specification Section 01025 Measurement and Payment:

Payments are as follows:

- Mobilization: (3% maximum of contractor Bid.)
Bonds and Proof of Insurance: (2% maximum of Contractor Bid).
- Progressive Payments:

Item by Item Completion:

Progress payments will be based on the number of items completed during the pay period as shown on the Bid Form. When each Item listed on the Bid Form is deemed 100% complete by Owner and Contractor, he shall be paid 100% of the contract bid amount for that item, **less 10% retainage**. Contractor is then to request in writing for a substantial completion.

- Applications for Payments:

The Contractor shall submit a Schedule of Payment Values for review within 10 calendar days upon receipt of purchase order and executed contract. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period and shall be consistent with the Bid Form.

At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Items completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- Substantial Completion:

*When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete and request that Owner issue a certificate of Substantial Completion. Contractor, Owner and Engineer shall Inspect and develop a punch list of any items not completed. At this time the shall receive a Certificate of Substantial Completion and a final punch list for the remaining Contract items and the retainage shall be **reduced from 10% to 2% on all items.***

- Final Completion

After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Contractor may make application for final payment.

**Attachment D
BID BOND**

LWDD Project No./RFB No. 19-7170L.07

RFB Title: Replacement of the Districts Control Structure No. 9 within the Lake Worth Drainage District's C. Stanley Weaver Canal.

KNOW ALL MEN BY THESE PRESENTS, that _____ as Business Principal and _____ as Surety, are held and firmly bound unto the Lake Worth Drainage District in the penal sum of _____ Dollars (\$_____) 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 THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for the above-referenced RFB number.

NOW, THEREFORE, if the Business Principal shall not withdraw said bid within ninety (90) calendar days after date of opening of the same and shall within thirty (30) calendar days after the prescribed forms are presented to him for signature, enter into a purchase order or written contract with the Lake Worth Drainage District, in accordance with the Bid as accepted, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such or purchase order or written contract within the time specified, if the Business Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect otherwise to remain in full force and virtue.

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

IN THE PRESENCE OF:

Witness

Name of Individual or Business

By: _____

Individual or Corporate Principal

Surety:

Business Address

By: _____

Name and Title of Surety Signature

Surety Address

Attachment E

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or

otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Attachment F



PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of

(1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without

limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Attachment G

**SWORN STATEMENT UNDER §287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
whose business address is _____
(if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship
(Please print name of individual signing this form)
to the entity named above is _____.
4. I understand that a "public entity crime" as identified in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.131(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or success of a person convicted of a public entity crime, or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a

public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

IMPORTANT: CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM

8. Based on information and belief the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

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

_____ The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the Final Order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the Final Order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ Date

_____ Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

_____ Notary Public – State of _____

Produced identification _____

My Commission Expires: _____

(Type of Identification)

Attachment H

Certificate of Insurance

PROVIDED TO: LAKE WORTH DRAINAGE DISTRICT

AGENT BROKER Name/Address/Telephone Number				COMPANIES AFFORDING COVERAGE & BEST RATING		
INSUREDS Name/Address/Telephone Number				COMPANY LETTER B		COMPANY LETTER E
				COMPANY LETTER C		COMPANY LETTER F
CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATIONDATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
						PER OCCURRENCE
	GENERAL LIABILITY				BI & PD Combined	\$3,000,000.00
	CONTRACTUAL LIABILITY					\$3,000,000.00
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos				BI & PD Combined	\$1,000,000.00
	EXCESS LIABILITY ____ UMBRELLA FORM				PER OCCURRENCE	\$2,000,000.00
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY				EACH ACCIDENT DISEASE-POL LIMIT	\$1,000,000
					DISEASE EACH EMPLOYEE	\$1,000,000
NOTES: Project No. _____ - LAKE WORTH DRAINAGE DISTRICT IS ADDITIONAL NAMED INSURED.						
Named as Additional Insurer				CANCELLATION		
LAKE WORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, Florida 33484				Should any of the above coverages be cancelled or modified, the Agent/Broker shall notify the Certificate Holder named to the left prior to the effective date.		

Signature of Agent _____

Date: _____

Attachment I

Drug-Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

RESPONDER'S SIGNATURE

Attachment J

Sample Contract

THIS AGREEMENT is dated and will be effective on the ____ day of _____ in the year _____, by and between _____(hereinafter called OWNER) and _____(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

1.1 The Contractor shall furnish all labor, materials, tools, equipment, dewatering, permitting, inspection, water, light, power, transportation, superintendence, temporary construction of every nature, temporary sequencing of equipment, offsite staging, and all other services and facilities of every nature whatsoever necessary to demolish/remove, clear, modify, construct, complete, deliver, start-up, test, and place in operation the subject project as described in the technical specifications and drawings provided. The Contractor will be required to completely restore all disturbed areas as a result of the construction work.

The existing control structure shall remain in operation until DISTRICT approves demolition. Demolition and Construction shall be sequenced to maintain current canal capacity and operation until the new control structure is tested and accepted by the DISTRICT and the DISTRICT provides written notice that the contractor can demolish the existing station and facilities as called for in the contract documents. The DISTRICT shall be responsible for operation of the existing structure. Except where noted otherwise, immediately remove demolished materials from site to an approved landfill(s).

The details will be provided in the Contractor's Bid Book.

1.2 CONTRACTOR shall, to the satisfaction of the DISTRICT, fully and timely provide services as requested pursuant to the Scope of Work, attached hereto as Attachment ____ and made a part of this CONTRACT.

1.3 No work shall be done on Saturdays, Sundays or District recognized holidays, or any day outside the hours of 7:30 a.m. and 5:00 p.m., unless written permission is obtained by the DISTRICT.

ARTICLE 2. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 2.1. This Agreement consisting of ____ pages.
- 2.2. Exhibits to this Agreement identified as: _____
- 2.3. Performance Bond and Payment Bond consisting of ____ pages (plus Power of Attorney Forms as applicable).
- 2.4. Notice of Award.
- 2.5. General Conditions consisting of ____ pages.

- 2.6. Supplementary Conditions consisting of ___ pages.
- 2.7. Specifications: Control Structure No. 9 Replacement (Dated January 2020)
- 2.8. Drawings: Control Structure No. 9 Replacement (DWG No. 45-43-19-22 Dated January 2020)
- 2.9. Addenda numbers ___0___ to ___0___, inclusive.
- 2.10. CONTRACTOR's Proposal consisting of _____ pages.
- 2.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.
- 2.12. The documents listed under Article 2 above are attached to this Agreement (except as expressly noted otherwise above).
- 2.13. Notice of Compliance with Chapter 556, Florida Statutes consisting of ___ page.

ARTICLE 3. CONTRACT TIME

3.1. The Bidder agrees that the Work will be Substantially Complete by June 29, 2021 and completed and ready for Final Payment by August 28, 2021.

The Bidder acknowledges that it is the Owner’s intent that the awarded Contractor commence the Work under this Contract following issuance of Notice to Proceed, which is anticipated to be May 1, 2020. The Contractor shall proceed with assembling, reviewing and submitting all material and equipment shop/engineering drawings for Owner and Engineer’s processing. It is the Owner’s intent to allow the Contractor to procure all necessary materials and equipment in advance of mobilizing for major construction activities. Due to the critical nature of this existing structure, and the Owner’s desire to operate the existing structure during the 2020 “wet season” without active ongoing construction, the Contractor will not be allowed to mobilize and/or initiate any major work at the site prior to November 2, 2020.

It is, however, the Owner’s intent to allow the Contractor to complete the proposed to begin work that does not impact the flood protection or capacity of the C-Stanley Weaver Canal. This work may include but is not limited to procuring materials, mobilization, site trailer, layout, preconstruction video recording, NPDES permit compliance, maintenance of traffic and pedestrian access around the site, testing, temporary construction fence, clearing, pavement and base installation, milling and resurfacing, curb installation, Horizontal Directional Drilling, stilling wells with access platforms, FPL coordination, new feeder, conduit and wire and other similar improvements that may be initiated prior to November 2, 2020.

ARTICLE 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the work in accordance with the Contract Documents, subject to adjustments as provided therein, in current funds as follows:

4.1. A Lump Sum of:

	(\$ _____)
(use words)	(figures)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions.

ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Attachment C and 01025 Measurement and Payment in Contractor Bid Package. Payments will be made on Progress Completion based on Attachment B & C to RFB 19-7170L.07 Basis of Payments and Bid Form.

5.2 Further funding of this CONTRACT is subject to DISTRICT Board of Supervisors budgetary appropriation for the following DISTRICT fiscal year(s). In the event the DISTRICT does not approve funding for future fiscal years, this CONTRACT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this CONTRACT to the contrary. The DISTRICT will notify the CONTRACTOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this CONTRACT.

5.3 The CONTRACTOR'S invoices shall reference the DISTRICT'S Contract No. 19-7170L.07 and shall be sent to the following address:

Lake Worth Drainage District
Attention: Tom Butler
Project Manager
13081 Military Trail
Delray Beach, Florida 33484

ARTICLE 6. PROJECT MANAGEMENT/NOTICE

6.1 The Project Manager for the DISTRICT is Tom Butler, 13081 Military Trail, Delray Beach, Florida 33484, telephone (561) 498-5364. The Project Manager for the CONTRACTOR is _____. The parties shall direct all matters arising in connection with the performance of this CONTRACT, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this CONTRACT.

6.2 All notices and/or demands to the CONTRACTOR under this CONTRACT shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, or hand-delivered and a signed receipt is provided, to:

All notices to the DISTRICT under this CONTRACT shall be in writing and sent by certified mail to:

Lake Worth Drainage District
Attention: Tom Butler Project Manager
13081 Military Trail
Delray Beach, Florida 33484

All notices required by this CONTRACT shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the DISTRICT under this CONTRACT shall reference the DISTRICT'S Contract Number 19-7170L.07

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work site, historic water elevations, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents

7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5. CONTRACTOR has given Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Project Manager is acceptable to CONTRACTOR.

ARTICLE 8. TERMINATION/REMEDIES

8.1 If CONTRACTOR fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the DISTRICT shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The Contractor shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If in the sole discretion of the District if the Contractor fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the ten (10) days' time period.

8.2 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee and court costs.

8.3. In the event Contractor fails to perform within the terms and conditions of the Contract the District shall have the right to terminate the Contract and recover monetary damages from Contractor for any loss incurred by the District.

ARTICLE 9. RECORDS RETENTION/OWNERSHIP

9.1 The CONTRACTOR shall maintain records and the DISTRICT shall have inspection and audit rights as follows:

A. Maintenance of Records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this CONTRACT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this CONTRACT.

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with general accepted governmental auditing standards all records directly or indirectly related to this CONTRACT. Such examination may be made only within five years from the date of final payment under this CONTRACT and upon reasonable notice, time and place. Records, which relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT, shall be made available until a final disposition has been made of such litigation, appeals or claims.

C. Drawings: The **DISTRICT** will be furnished a copy of all corrected drawings and modifications related to the project.

9.2 The CONTRACTOR shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provide by law, shall be upon the CONTRACTOR.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROSEMARY RAYMAN AT 561-498-5363, RRAYMAN@LWDD.NET AND 13081 MILITARY TRAIL, DELRAY BEACH, FLORIDA 33484

ARTICLE 10. GENERAL PROVISIONS

10.1 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

10.2 In the event any governmental restrictions may be imposed, which would necessitate alteration of the material quality, workmanship or performance by the CONTRACTOR to complete this PROJECT, it is the responsibility of the CONTRACTOR to notify the DISTRICT at once, indicating in the specific regulation requiring a CONTRACT alteration. The DISTRICT reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the CONTRACT at no further expense to the DISTRICT.

10.3 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.

10.4. CONTRACTOR shall be responsible to obtain all necessary governmental and utility approvals and permits to perform the Scope of Services and Deliverables contained herein. Contractor will get permits that are required from South Florida Water Management.

10.5. Contractor will not deviate from Specifications and Drawings without written permission from Project manager. All modifications will be clear and approved by the assigned engineer.

ARTICLE 11. CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.1. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner at its sole discretion.

11.2. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an

ARTICLE 12. PERMITS

12.1. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses by providing up to four full size sets of signed and sealed drawings. Owner shall reimburse Contractor through an allowance based on the actual direct cost of the permit fee paid by the contractor for project permits excluding the Maintenance of Traffic permits which will not be reimbursed through an allowance and are to be directly obtained and paid for by the contractor. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

ARTICLE 13. WARRANTY

13.1 The Respondent warrants that the goods offered for sale to the District are fit for the purposes for which such goods are typically used. If the District has informed the respondent of the particular purpose for which it intends to use the goods, the respondent recognizes that the District will rely upon the respondent's skill and judgment to select suitable goods in response to this solicitation. The respondent further warrants that the title of all items is good, that the goods can be transferred and that there are no liens or encumbrances against the title of any items at the time of bid submittal, unless so specified in the response. The respondent shall specify any express warranties applicable to the items included in the bid.

13.2 The Respondent shall warrant all materials and workmanship provided pursuant to this agreement for a period of no less than one year.

ARTICLE 14. MISCELLANEOUS

14.1. Except as set forth in the following subparagraph to this Section 14.2, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The aforementioned prohibition against assignment shall not be applicable to the assignment by the Owner to other governmental entities or agencies of any or all of the Contractor's warranties and guarantees.

14.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

14.3. 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 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

14.4. The Contractor does hereby agree to the non-disclosure provisions of Section 119.07(3)(ee), Florida Statutes, for any building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure being constructed pursuant to this Agreement for the Owner.

14.5. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER.

OWNER _____

CONTRACTOR _____

By _____
As President (SEAL)

By _____
(CORPORATE SEAL)

Attest: _____

Attest: _____

Address for giving notices

Address for giving notices

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

Attachment J

APPLICATION FOR PAYMENT NO. _____

Project _____ PO #: _____

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____

Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated _____, 20____

Contractor and Mailing Address

By _____
(Name and Title)

State of _____)
County of _____)ss

Subscribed and Sworn to (or affirmed) before me on _____ (date) personally appeared _____ (name). He/she is personally known to me or has presented _____ (type of identification) as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public Signature and Seal

Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

ENGINEER

Date: _____

By: _____
(Name) (Title)

LAKE WORTH DRAINAGE DISTRICT

Date: _____

By _____
(Name) (Title)