

**SUBMIT BID RESPONSES TO:  
PROCUREMENT OFFICE, BUILDING #4  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)  
BROOKSVILLE, FLORIDA 34604-6899**

**DIRECT INQUIRES TO: Brian Bickhardt, Procurement Specialist 3  
TELEPHONE: (352) 796-7211 Ext. 4135; FAX: (352) 754-3497  
Email: [Brian.Bickhardt@watermatters.org](mailto:Brian.Bickhardt@watermatters.org)  
Posted: December 18, 2020**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish and deliver, if and when ordered, to the district, all required Services and Materials necessary to refurbish a total of four (4) roller (lift) gates, specifically two (2) roller gates, attached slide gates, and related equipment at each of the Control Structure No(s). S-160 and S-162, located within the Tampa Bypass Canal in Hillsborough County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point at each of the Control Structure No(s). S-160 and S-162 property located within the Tampa Bypass Canal in Hillsborough County, Florida.

**MANDATORY PRE-BID CONFERENCE/SITE VISIT**

**Site Visit**

**January 5, 2021**

10:00-11:00 a.m. Eastern Time (ET)

Control Structure No(s). S-160 and S-162 Site Location

Tampa Bypass Canal

**4409 Garden Lane**

Hillsborough County, Florida 33610

**Pre-Bid Conference**

**January 5, 2021**

11:00 a.m. ET

Control Structure No(s). S-160 and S-162 Site Location

Tampa Bypass Canal

Hillsborough County, Florida

All interested parties are required to be represented at the MANDATORY Site Visit and the MANDATORY pre-bid conference. The purpose of this conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents and to view the Control Structure No(s). S-160 and S-162 Project site. Because the District considers such a conference and site visit to be critical to understanding the bid requirements, representation at the pre-bid conference and the site visit is MANDATORY to qualify as a bidder. Minutes of the conference and site visit will not be created.

A MANDATORY site visit at the Project site will precede the pre-bid conference.

To minimize contact and reduce COVID-19 potential during the pre-bid conference and site visit, the District is requiring attendees to utilize personal protective equipment (i.e. wearing masks) and practice social distancing, in compliance with applicable law, executive order, District policy, and other jurisdictional requirements. All attendees shall be in good health on the day of the meeting or substitute an alternative representative to attend. Adequate parking will be available at the site to allow individuals to drive separately from one another for the site visit. The District reserves the right to break attendees into smaller groups depending on room size or location constraints or to hold additional pre-bid conference/site visits based on timely received RSVP. The District further reserves the right to impose additional conditions as guidance evolves in the interests of health and safety. You must RSVP for the pre-bid conference and site visit no later than 5:00 p.m. on January 4, 2021. Email Brian at [Brian.Bickhardt@watermatters.org](mailto:Brian.Bickhardt@watermatters.org) to RSVP for the pre-bid conference and site visit. Those who do not timely RSVP may not be able to attend. The District appreciates your cooperation with these conditions.

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR BIDS #2103  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA**

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**REFERENCE DOCUMENTS – Available for download from the DemandStar and District Procurement websites (see paragraph 1.1)**

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## **PART I - INTRODUCTION**

### **1.1 INTERNET AVAILABILITY.**

District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com). Persons/firms receiving solicitations from the District's Internet website are responsible to recheck the website for any changes or addenda.

### **1.2 AMERICANS WITH DISABILITIES ACT (ADA).**

The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; or email [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

### **1.3 CORRESPONDENCE.**

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the address set forth in the heading of this RFB, and to the bidder at the address stated on the Bid Response Form.

### **1.4 QUESTIONS.**

All questions should be presented in writing to [Brian.Bickhardt@watermatters.org](mailto:Brian.Bickhardt@watermatters.org), the address as stated in Paragraph 1.3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) working days prior to the bid opening. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible to check the websites listed in Paragraph 1.1 for the District's responses to the questions presented.

### **1.5 BID RECEIPT AND OPENING.**

One (1) signed hardcopy original, one (1) exact electronic Adobe™ portable document format file (.PDF) copy of all required response documents including the Bid Response must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **January 19, 2021 at 2:00 p.m.** Signature is required on the one (1) hardcopy original of the Bid Response Form. Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitors' badge.** Bids will be opened immediately after this date and time and will remain binding upon the bidder for a period of 90 days thereafter.

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the bid opening for RFB 2103 Control Structure No(s). S-160 and S-162 Gate Refurbishment Support in Hillsborough County, Florida. The Bid Opening will begin at 2:00 p.m. on January 19, 2020 and will end upon the conclusion of all responses being

opened, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

+1 786-749-6127,,926848550# United States, Miami

Phone Conference ID: 926 848 550#

[Click here to join the meeting](#)

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDk5Mjc0ZjktNDU1Mi00ZDg0LWFmNWItMWQzZGlxODUwYjQw%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDk5Mjc0ZjktNDU1Mi00ZDg0LWFmNWItMWQzZGlxODUwYjQw%40thread.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d)

**1.6 DELAYS, CHANGES AND ADDENDA.**

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Persons/firms receiving the RFB from the District’s Internet website are responsible to recheck the website for any changes or addenda related to this RFB.

**1.7 CANCELLATION.**

The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on the District’s website. Additionally, the District reserves the right to reject any and all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District’s website and sent to all bidders. No bidders will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed. Bidders are responsible for all costs associated with the preparation of its bid.

**1.8 BID WITHDRAWAL.**

Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5 above if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.

**1.9 BID SIGNATURE AND FORM.**

An authorized representative of the bidder must manually sign the one (1) hardcopy original of the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.10 **SEALED BIDS.**

The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid opening **must** be on the face of the envelope in the lower left hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.

1.11 **CONTRACT PRICE BID.**

The project total bid amount must be written on the Bid Response Form and include the bid breakouts where indicated. The Agreement will include both fixed cost and unit cost pay items for the project work; however, the total project cost will not exceed the total bid amount as indicated on the Bid Response Form. The project total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.12 **OPTIONAL ALTERNATIVE BID PROPOSALS.** N/A.

1.13 **REJECTION OF BID.**

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

1.14 **RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the bidder must possess a General Contractor's license, at the time of bidder submittal. At the time of submitting a bid response, the District requires that the bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the bid, to require a bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.15 **REFERENCES.**

Contractor shall provide references for at least 3 previous projects within the last Five (5) years, as may be more specifically described in Attachment 2.

**1.16 LISTING OF SUBCONTRACTORS.**

The Contractor must provide a list of all proposed subcontractors and their qualifications. All subcontractors of bidder shall perform as independent contractors and not as employees, representatives or agents of the District.

**1.17 BID TABULATION AND NOTICE OF INTENT TO AWARD.**

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

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

1.17.1 The Notice of Intent to Award will be posted in the District's web site <http://www.watermatters.org/procurement>, at <http://www.demandstar.com/> and 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.

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

**1.18 BID PROTESTS.**

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

**1.19 EXECUTION OF CONTRACT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the Sample Agreement attached as Attachment 9. Any changes offered by a bidder in a bid will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, Certificate of Insurance, Progress Schedule and Schedule of Values to the District within ten (10) days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence project work within forty-five (45) business days from the date indicated on the "Notice to Proceed" from the District.

**1.20 LAW COMPLIANCE.**

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, F.S., in the procurement of professional services required for the work.

## **PART II - GENERAL CONDITIONS**

### **2.1 DEFINITIONS.**

- 2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB). Sometimes referred to as the Contract.
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder:** Any person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 **Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal contract with the District to do the work as bid upon.
- 2.1.6 **Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Technical Specifications, Agreement, Referenced Figures and all documents identified in Paragraph 1.19, Execution of Contract, including all reference documents.
- 2.1.7 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this Project is Robin Bailey, Structure Operations.
- 2.1.9 **Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans.
- 2.1.10 **Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.11 **Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.12 **Notice To Proceed:** The official letter from the District to the Contractor notifying the company that the contract has been executed and to proceed with the work.

- 2.1.13 **Owner Direct Purchases:** N/A.
- 2.1.14 **Person:** Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.15 **Plans or Drawings:** The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the Contract Documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.16 **Principal:** When used in the Contract Bond, Performance, Payment, and Guaranty Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.17 **Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.18 **Subcontractor:** Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or in behalf of the Contractor; in a manner other than or in addition to furnishing materials, plans or equipment.
- 2.1.19 **Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the engineer, as evidenced by engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.20 **Surety:** The corporation or individual, bound by the Contract Bond, Performance, Payment, and Guaranty Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.21 **Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.22 **Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.
- 2.1.23 **General Terms and Conditions:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Technical Specifications, Agreement, Referenced Figures and all documents identified in Paragraph 1.19, including all reference documents.

## 2.2 **TERM.**



The time period from the Notice to Proceed (NTP) to Substantial Completion shall be no more than 90 calendar days. Final completion shall be no more than 120 calendar days from Notice to Proceed.

### 2.3 **TAXES.**

The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.

### 2.4 **RETAINAGE.**

The District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond or utility charges. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in this RFB.

2.4.1 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

### 2.5 **OWNER DIRECT PURCHASES.** N/A.

### 2.6 **FUEL COST ADJUSTMENT.** N/A.

### 2.7 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**

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

## 2.8 **PUBLIC RECORDS LAW.**

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Bidders' failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 9, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

## 2.9 **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

## 2.10 **PURCHASES BY OTHER PUBLIC AGENCIES.**

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

## 2.11 **DISCRIMINATION.** N/A.

## 2.12 **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this solicitation, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the bidder's bid.

## 2.13 **EMPLOYMENT OF FLORIDA RESIDENTS.** N/A.

## 2.14 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

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

2.15 **LOBBYING PROHIBITION.** N/A.

2.16 **INDEMNIFICATION.**

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

2.17 **INSURANCE.**

The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in Attachment 9, Sample Agreement, Paragraph 10, Insurance Requirements. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

2.18 **BONDING.**

2.18.1 **BID BOND.** Bidders will furnish a forfeiture bid bond, cash, cashier's check or certified check with the bid response in the amount equal to five percent (5%) of their **PROJECT TOTAL BID AMOUNT** as a guarantee that the awarded bidder will enter into an Agreement with the District and furnish the required Performance, Payment and Guaranty Bond. (Sample forfeiture-type bid bond is attached to this RFB).

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

2.18.2 **PERFORMANCE, PAYMENT AND GUARANTY BOND.** Prior to the District's execution of the Agreement, a Performance, Payment and Guaranty Bond that conforms with Section 255.05, F.S., will be required of the Contractor. (Sample is attached to this RFB).

2.18.2.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid amount. The bond must remain in full force and effect through

the District's final acceptance of the work. The cost of this bond must be included in the project total bid amount on the Bid Response Form.

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

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

2.18.2.4 If the amount of the Agreement increases after award of the Project, the District agrees to pay the Contractor for any bond premium increase it incurs, at the rate of incursion, if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation under this section is contingent upon the Contractor providing documentation evidencing said premium increase.

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

## 2.19 **ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES.**

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

## 2.20 **TRENCH SAFETY ACT.**

The Contractor must comply with the Trench Safety Act, Section 553.60 through 553.64, F.S. The Contractor must complete and submit the Trench Safety Act Compliance Form (Sample is attached to this RFB), as part of the Contractor's bid package.

## 2.21 **VALUE ENGINEERING.**

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

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

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

2.21.1.2 A list and analysis of the contract requirements that must be changed if the VEP is accepted, including any suggested specification revisions. Upon District acceptance, any design change to the plans and specifications must be prepared

under the supervision of a Professional Engineer in the State of Florida at the Contractor's expense.

- 2.21.1.3 A separate, detailed cost estimate for: 1) the affected portions of the existing contract requirement, and 2) the VEP. The cost reduction associated with the VEP will take into account the Contractor's costs, including any amount attributable to subcontracts.
  - 2.21.1.4 A description and estimate of costs that the District may incur or save in implementing the VEP, such as test and evaluation, operating, maintenance and support costs.
  - 2.21.1.5 A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time.
  - 2.21.1.6 Identification of any previous submissions of the VEP, including the dates submitted, the contract numbers involved, and previous District actions.
  - 2.21.1.7 The Contractor may withdraw any VEP, in whole or in part, at any time before it is accepted by the District.
- 2.21.2 The District will notify the Contractor of the status of the VEP within fourteen (14) calendar days after the District receives it. If additional time is required, the District will provide the reason for the delay and the expected date of the decision. The District will review VEPs timely, however, it will not be liable for any delay in acting upon a VEP.
- 2.21.2.1 At the sole discretion of the District, any VEP may be accepted, in whole or in part, by the District's execution of a Change Order to the Agreement. Until a Change Order is executed which applies a VEP to the Agreement, the Contractor will perform in accordance with the existing Agreement. The District's decision to accept or reject all, or part of any VEP, will be final and not subject to dispute or otherwise subject to litigation.
  - 2.21.2.2 If the VEP is not accepted, the District will notify the Contractor in writing, explaining the reasons for rejection.
- 2.21.3 The Contractor's share of savings is determined by subtracting District costs from contract savings and multiplying the result by fifty percent (50%) for fixed-price contracts. The District Change Order will reduce the contract price by the net savings of the VEP less the Contractor's share.
- 2.21.4 The Contractor is encouraged to include an appropriate value engineering clause in any subcontract and to share any cost savings with its subcontractors.

## 2.22 **DRAWINGS AND SPECIFICATIONS.**

The Contractor will be furnished drawings and technical specifications. The drawings which constitute a part of the bid documents are as indexed on the title sheet of the drawings. The Design Drawings, Technical Specifications and other Informational Documents for this project are provided in the Figures Section of the RFB.

- 2.22.1 The Contractor will keep one set of drawings and specifications on site and will maintain this set on site at all times. As construction progresses, the Contractor will note all

deviations from the drawings and specifications on this set. Such deviations will be approved by the District and will include all changes in materials and equipment. The District will periodically check these drawings for completeness and accuracy and at the completion of the work these drawings will be used by the District as a guide in the preparation of permanent Record Drawings.

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

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

## 2.23 **FAILURE TO COMPLETE THE WORK ON TIME.**

The Contractor shall coordinate and work cooperatively with the District's Consultant as outlined in Figure 2 – Technical Specifications. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever, and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.23.1 Nothing in this Paragraph will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.23.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants or by changes ordered by the District or by strikes, lock-outs, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this Paragraph.

## 2.24 **LIQUIDATED DAMAGES.**

The parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed therefore shall be One Thousand Dollars (\$1,000.00) per calendar day. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted the Contractor and sureties for the Contractor shall be liable thereof. This Paragraph shall survive the expiration or termination of the Agreement.

## **2.25 CONTRACTOR'S UNDERSTANDING.**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this RFB and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District and Engineer in writing about such condition. The Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.

## **2.26 MATERIALS, APPLIANCES, EMPLOYEES.**

Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

## **2.27 TOOLS, PLANTS AND EQUIPMENT.**

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

## **2.28 MATERIALS AND EQUIPMENT SCHEDULES.**

As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed, which are not in accordance with the Agreement requirements, will be rejected.

**2.29 STANDARDS FOR QUALITY AND WORKMANSHIP.**

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

**2.30 GUARANTEE.**

All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District. Said guarantees shall be fully covered by the Performance, Payment and Guaranty Bond.

**2.31 ESTIMATED QUANTITIES.**

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

**2.32 PERMITS AND REGULATIONS.**

The Contractor will be responsible to secure any additional permits needed for the project that the District has not already provided. The Contractor will keep copies of these permits at the construction site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits.

**2.33 PROTECTION OF WORK AND PROPERTY.**

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



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

#### 2.34 **CONSTRUCTION ACCESS.**

The Project site is on public property. The Contractor must access the Project site (Control Structure No(s). S-160 and S-162 properties) utilizing existing roads in the Tampa Bay Bypass Canal Area located in Hillsborough County, Florida.

#### 2.35 **INSPECTION OF WORK.**

The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision in this RFB without written authorization of the District, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

2.35.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.

#### 2.36 **TESTS.**

The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor will furnish two (2) copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Contractor will pay all costs for testing required, together with other changes incidental to testing.

#### 2.37 **CONTRACTOR SUPERINTENDENT.**

The Contractor will keep, on each project site(s) during its progress, a competent superintendent and any necessary assistants (supervisors). Upon the District's request and approval, the Contractor must provide a list of all proposed supervisors. Any personnel changes in the supervisors will require prior written consent of the District. The superintendent will represent the Contractor in his absence. The superintendent will give efficient supervision to the work using his best skill and attention.

#### 2.38 **HOURS OF WORK.**

Working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work hours must comply with local ordinances of Hillsborough County, Florida. Work done at times other than the above will be considered overtime work for the District.

#### 2.39 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).**

The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the project, and will be used as the basis of scheduling all work and for determination of contract progress payments. **The Contractor must submit the Progress Schedule and Schedule of Values to the District within ten (10) days from notice that Contractor has been awarded the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement.**

The Progress Schedule will contain a Gantt chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five (5) days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery and all quality or operational testing activities will be included.

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

#### 2.40 **JESSICA LUNSFORD ACT.**

The work may require Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S., Contractor's employees, agents and subcontractors that will enter school grounds must meet level 2 screening requirements as described in Section 1012.32, F.S. Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to work commencement.

### **PART III – SCOPE AND SPECIFICATIONS**

#### 3.1 **SCOPE.**

The District is soliciting bids from responsive and responsible bidders to furnish and deliver, if and when ordered, to the District, all labor, tools, materials, facilities, and equipment necessary to complete the work, which includes the removal, repair, refurbishment, and reinstallation of existing steel roller gates, slide gates, rails, gate hoist systems (hydraulic cylinder type) and miscellaneous other repairs at Control Structure No(s). S-160 and S-162 per the Contract Documents, including the drawings and Technical Specifications. The terms and conditions of this RFB are incorporated into the resulting contractual relationship between the Contractor and the District.

### 3.2 **PROJECT DESCRIPTION.**

This project is located within the Tampa Bay Bypass Canal Area in Hillsborough County, Florida. Control Structure No(s). S-160 and S-162 are designed to maintain water levels within the Tampa Bypass Canal in Tampa, FL. The two control structures are owned and operated by the District. Control Structure No(s). S-160 and S-162 are classified as high-hazard and significant-hazard dams, respectively. While a total of four (4) roller gates – two (2) at each of the structures – are the subject of this RFB, it is noted that (i) Structure S-160, located near 500 North 78th Street, Tampa, FL, has six (6) lift gates, each with five (5) attached slide gates, and has brackish/salt water on its downstream side and (i) Structure S-162, located near 4107 Courson Drive, Tampa, FL 33610, has seven (7) lift gates, each with four (4) attached slide gates, and has freshwater on its upstream and downstream sides. Work is to be performed in accordance with the Contract Documents, including the drawings and Technical Specifications.

It is essential that the Contractor meet the District's demand within the time schedule provided for the Project. The Contractor must be able to provide sufficient equipment and personnel to meet District deadlines within Contract Document operational constraints, contingencies, sequence of work, and coordination requirements, including that work can only be performed during the dry season (defined as October 1st through May 31st (8 months)) between the hours of 8am and 5pm.

### 3.3 **GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.**

Refer to Reference Documents for General Requirements, Construction Drawings and Technical Specifications.

- 3.3.1 The Contractor shall provide all necessary labor, equipment, and materials to complete the project as described within the various bid documents provided in the RFB.
- 3.3.2 The Contractor shall be responsible for inspecting and accepting the existing conditions of the work site prior to bidding.
- 3.3.3 The total cost of any dewatering required shall be the listed cost in the bid form.
- 3.3.4 The Contractor shall have a copy of all permits at the Project site and shall perform all work in accordance with the requirements of the permits obtained by the District.
- 3.3.5 Prior to commencing work, the Contractor shall provide the District Project Manager a copy of its project safety plan.
- 3.3.6 The Contractor is responsible for protection of existing trees and vegetation on or adjacent to the Project site, materials and equipment storage areas, and access roads. All trees in the Project site and access corridor are to be protected from damage to the maximum extent practicable. Tree barricades shall be installed in areas as directed by the District Project Manager in advance and in writing.
- 3.3.7 A Florida crocodile which is an endangered species has been sighted downstream of Structure S-162. Contractor is to make all onsite personnel aware of the presence of the endangered animal and that care is to be taken so as to not disturb or molest it.
- 3.3.8 The Contractor is responsible to dispose of any excavated material in areas approved by the District Project Manager in advance and in writing.

## **PART IV – BID RESPONSE**

### **4.1 BASIS FOR AWARD OF CONTRACT.**

The District will award the contract to the lowest responsive, responsible bidder. The District reserves the right to accept or reject bid proposals, or cancel all bids to permit rewriting the bid specifications and demonstrates a better overall project plan. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

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

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

4.1.3 **ACKNOWLEDGMENT OF ADDENDA.** Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

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

#### **4.1.4.1 Bid and contract forms required with bid submission:**

- Attachment 1 - Bid Response Form
- Attachment 2 - Bidder Specific Qualifications
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 - Bid Bond
- Attachment 6 - Public Entity Crimes Statement
- Attachment 7 - Trench Safety Act and Compliance Form

#### **4.1.4.2 Sample documents referenced in this RFB:**

- Attachment 8 - Performance, Payment and Guaranty Bond
- Attachment 9 - Sample Agreement

The remainder of this page intentionally left blank.

# **Bid and Contract Forms Required with Bid Submission**

**ATTACHMENT 1  
 BID RESPONSE FORM  
 FOR  
 STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
 HILLSBOROUGH COUNTY, FLORIDA  
 BID NUMBER RFB 2103**

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

The undersigned bidder certifies that the Attachment 2, Bidder Qualification Requirements information provided is true and correct to the best of his/her knowledge.

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

Addenda Number: \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_

Questions and Answers Set Number: \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_

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

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Bidder Name (Company Name as Contained on Corporate Seal)

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Mailing Address	City	State	Zip
Code			

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Physical Address	City	State	Zip
Code			

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Telephone Number	Fax Number	Email Address
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Authorized Signature	Date	Print/Type Name and Title
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NOTE: If you are entering a "No Bid," please state reason below and return this form.

**ATTACHMENT 1 (Continued)**  
**BID RESPONSE FORM**  
**FOR**  
**STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN**  
**HILLSBOROUGH COUNTY, FLORIDA**  
**BID NUMBER RFB 2103**

Bidder agrees to furnish and to deliver as indicated, F.O.B destination point at the Project site within the Tampa Bay Bypass Canal in Hillsborough County, Florida, for the prices quoted thereon as follows:

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

<b>BASE BID: RFB 2103 STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN HILLSBOROUGH COUNTY, FLORIDA</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST (\$)</b>
1	MOBILIZATION/DEMOBILIZATION AND PAYMENT BOND	1	LS		
2	DESIGN, FURNISH, INSTALLATION, MAINTENANCE, AND REMOVAL OF STOPLOG SYSTEM (NEEDLE BEAM AND TIMBER NEEDLE BEAMS)	2	EA		
3	DEWATERING SYSTEM INSTALLATION AND MAINTENANCE	4	EA		
4	REMOVAL/REINSTALLATION/STORAGE/TESTING OF ROLLER GATE HOIST SYSTEM COMPONENTS (HYDRAULIC-CYLINDER GATE HOIST SYSTEM) AND TRANSPORT TO/FROM A DISTRICT-APPROVED REPAIR FACILITY	4	EA		
5	REMOVAL OF ROLLER GATE AND DISASSEMBLY AND REMOVAL OF GATEMOUNTED ROLLERS, SEALS, SLIDE GATES, AND MOUNTING HARDWARE	4	EA		
6	TRANSPORT ROLLER GATE AND SLIDE GATES TO/FROM DISTRICT-APPROVED REPAIR SHOP	4	EA		
7	CLEANING, SURFACE PREPARATION, AND RECOATING OF ROLLER GATE, SLIDE GATES, HYDRAULIC CYLINDER HOUSING AND APPURTENANCES IN DISTRICT APPROVED FACILITY	4	EA		
8	REASSEMBLY OF ROLLER GATE INCLUDING SLIDE GATES, ROLLERS, AND SEALS	4	EA		
9	REINSTALLATION OF MAIN GATE	4	EA		

**ATTACHMENT 1 (Continued)**

**BID RESPONSE FORM  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

10	TESTING AND STARTUP OF ROLLER GATE AND GATE HOIST SYSTEM	4	EA		
11	REPLACEMENT PARTS COORDINATION AND INSTALLATION ALLOWANCE	1	LS	\$15,000.00	\$15,000.00
12	REPLACEMENT PARTS ALLOWANCE	1	LS	\$92,000.00	\$92,000.00
	<b><u>SUBTOTAL</u></b>				
13	CONTINGENCY (20%)	1	LS		

Base Bid (items 1-13) - TOTAL BID \$ _____
--

TOTAL BID IN WORDS (Type or Clearly Print):
---

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**ATTACHMENT 2  
BIDDER QUALIFICATION REQUIREMENTS  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

- Bidder must submit with its bid a **minimum of three (3) references** who can verify bidder's qualifications and past performance on construction projects that are similar in scope of work and have reached substantial completion within the last five (5) years.
- Bidder must submit with its bid evidence of its current Florida General Contractor's license.
- Bidder must identify in its bid all supervisors (superintendent and any assistants) that will be assigned to the Project, serving onsite, and also submit evidence that each supervisor has at least five (5) years' experience in a similar supervisory role.
- Bidder must identify in its bid all individuals that will be assigned to the Project, serving onsite, and also submit evidence that each such individual has had at least two (2) years' experience performing work similar to that they will be asked to perform at the Project site.
- Bidder must identify in its bid the location of the shop it will be using for the refurbishment/repair and also submit evidence that said facility (i) is within fifty (50) miles of the District's Tampa location (76 US Highway 301 North Tampa, Florida 33637-6759); and (ii) meets other requirements set forth in the Technical Specifications.
- Bidder must identify any subcontractors performing work described in the Technical Specifications, Section 01010, Paragraph 1.5 C and D.
- Contractor will need to provide a licensed crane operator for gate removal and replacement.
- Contractor will need licenses and equipment necessary to transport gates from the Project site to the refurbishment/repair facility and may also be required to obtain a wide load permit for gate transport to shop if gate cannot be disassembled on site.
- Contractor will need to provide evidence that all personnel working onsite, including subcontractors of any tier, have received OSHA training.
- Additional qualifications have been noted in the Technical Specifications.

**Bidder Name:** \_\_\_\_\_

1. Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Overview of Service Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 2 (Continued)**  
**BIDDER SPECIFIC QUALIFICATIONS**  
**FOR**  
**STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN**  
**HILLSBOROUGH COUNTY, FLORIDA**  
**BID NUMBER RFB 2103**

2. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Overview of Service Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Overview of Service Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ATTACHMENT 3  
CERTIFICATION  
CLEAN AIR ACT/CLEAN WATER ACT  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

On behalf of \_\_\_\_\_, I certify that this company/facility is not  
(Name of Business)  
on the EPA *Excluded Parties List System* concerning the Clean Air Act or the Clean Water Act. I  
further certify:

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

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT 4  
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN HILLSBOROUGH COUNTY,  
FLORIDA  
BID NUMBER RFB 2103**

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

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

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

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

---

---

---

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

**ATTACHMENT 5  
BID BOND  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

Know all men by these presents, that, \_\_\_\_\_ as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Southwest Florida Water Management District (District) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) \* (five percent (5%) of the amount bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the Principal has submitted the attached bid, dated \_\_\_\_\_ for the \_\_\_\_\_ ("Bid").

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of opening thereof, and shall within ten (10) days from the date of Notice of Intended Award enter into a (i) written contract with the District, in accordance with the term and conditions of the District's RFB and the Bid and (ii) Performance, Payment, and Guaranty Bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and Surety shall immediately pay the District upon demand the above sum, not as a penalty, but as liquidated damages for the failure of said Principal.

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

IN PRESENCE OF:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_(SEAL)  
(Individual Principal)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
(Witness)

\_\_\_\_\_(SEAL)  
(Individual Principal)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
(Corporate Principal or Company Name)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip Code

ATTEST:

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_(SEAL)  
(Signature of Authorized Company Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip Code

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Surety Official, Title)

**ATTACHMENT 6  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

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

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

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

\_\_\_\_\_

(print individual's name and title)

for

\_\_\_\_\_

(print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_

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

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

public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.**

BIDDER: \_\_\_\_\_  
(Signature) Date

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_

by \_\_\_\_\_ as \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of Florida Commission No: \_\_\_\_\_

My Notary Commission Seal:



**ATTACHMENT 7  
TRENCH SAFETY ACT COMPLIANCE FORM  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

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

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

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

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

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

# **Sample Forms Referenced in this RFB**

**ATTACHMENT 8  
PERFORMANCE, PAYMENT AND GUARANTY BOND  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

State of \_\_\_\_\_

Bond No. \_\_\_\_\_

County of \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ as Principal, whose principal business address and telephone number are \_\_\_\_\_, hereinafter referred to as "Principal," and \_\_\_\_\_ as Surety, a corporation duly existing and organized under the laws of the State of \_\_\_\_\_ having its home office in the City of \_\_\_\_\_ and licensed to do business in the State of Florida, whose current business address and telephone number are listed as \_\_\_\_\_, hereinafter referred to as "Surety," are held and firmly bound unto the Southwest Florida Water Management District, as Owner, whose address is 2379 Broad Street (U.S. 41 South), Brooksville, Florida, 34604-6899, and whose telephone number is (352) 796-7211, hereinafter referred to as the "District," in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as may be increased through contract modifications, for the payment of which the Principal and Surety bind themselves, their respective heirs, administrators, executors, personal representatives, successors and assigns jointly and severally.

WHEREAS the Principal entered into Agreement No. \_\_\_\_\_ with the District, for the \_\_\_\_\_ Project located in the County of \_\_\_\_\_, Florida and said Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions, deletions, and instruments attached together and made a part of said Agreement, hereinafter referred to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all necessary services, labor, materials and equipment necessary to completely perform, in a thorough and workmanlike manner, all work contemplated under said Agreement and in accordance with the terms of said Agreement, to (description of project improvements and address of project; owner's name and address if not District).

NOW, THEREFORE, the conditions of this obligation are such that if the Principal:

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner prescribed in the Agreement, including the warranty provisions thereof;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of the work provided for in the Agreement;
- (iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default,

including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement;

(iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement; and,

(v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement,

then this obligation shall be void, otherwise it remains in full force.

THE SURETY hereby agrees that any addition, deletion, alteration or modification of the Agreement, any extension of time for performance under the Agreement, any increase in price, and any other change in the Agreement, or any change in the terms and conditions of the Agreement, shall not in any way affect the obligations of the Surety on this Bond, and the Surety hereby expressly consents to, and waives notice of, any and all such change.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

(i) Each and every person, natural and artificial, for whose benefits this Bond has been executed, as disclosed by the text of this Bond and of the Agreement shall have the same several rights of suit or action upon this Bond, as if he or they were the District herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons and of the District; provided that the notice requirements and time limitations of Section 255.05, Florida Statutes, as amended, are met;

(ii) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit;

(iii) In case of annulment or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal services, incidental to collecting losses to the District under this Bond; and

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), F.S.

The effective date of this Performance, Payment and Guaranty Bond shall be concurrent with the effective date of the above referenced Agreement between the Principal and the District.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body or other legally binding authority.

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Print Name of Principal)

\_\_\_\_\_  
Secretary as to Principal

BY: \_\_\_\_\_

Title:  
As authorized agent for Principal

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Print Name of Surety)

\_\_\_\_\_  
Secretary as to Surety

BY: \_\_\_\_\_

Authorized Agent for Surety

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

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

**ATTACHMENT 9  
SAMPLE AGREEMENT  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA  
BID NUMBER RFB 2103**

AGREEMENT NO. \_\_\_\_\_

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND

\_\_\_\_\_  
FOR  
**STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and \_\_\_\_\_, a private corporation, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to perform all work required for the STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN HILLSBOROUGH COUNTY, FLORIDA, hereinafter referred to as the "PROJECT"; and

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

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

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

1. INDEPENDENT CONTRACTOR.

The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT:

Robin Bailey

Southwest Florida Water Management District

7601 U.S. Highway 301 North Tampa, Florida 33637

Project Manager for the CONTRACTOR:

Name

Company Name

Address

City, State, Zip Code

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

2.1. The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 5, Contract Period.

### 3. SCOPE OF WORK.

The CONTRACTOR, upon written notice to proceed from the DISTRICT, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Bids 2103 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference, and Exhibit "B", CONTRACTOR'S Progress Schedule. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in Subparagraphs 2.1 and 3.3 herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.

3.1. Upon the DISTRICT'S request, the CONTRACTOR must provide a list of all proposed subcontractors. The DISTRICT and CONTRACTOR agree that any changes to the PROJECT team requires prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed

by the Project Manager and his or her Bureau Chief, or Director in the Bureau Chief is the Project Manager.

- 3.2. No acceptance or approval by the DISTRICT of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the DISTRICT to reject defective work or shall create any DISTRICT liability for the acts or omissions of these individuals or entities.
- 3.3. Change Orders may be issued by the DISTRICT Project Manager for additional work on an as needed basis for ancillary PROJECT services. The CONTRACTOR will provide a cost estimate and performance schedule for completing the Change Order. Upon approval of the cost estimate and performance schedule, the DISTRICT Project Manager will issue the CONTRACTOR a notice to proceed with the Change Order. The parties agree that payment for any such ancillary PROJECT services is budgeted as contingency and is not to exceed the contingency amount established by the DISTRICT. Prior to issuing a Change Order under this provision the DISTRICT Project Manager must document the reason for the Change Order and obtain written approval from all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority.

#### 4. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT will pay the CONTRACTOR the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) in contingency funds for ancillary work that may be required, for a total Project Budget of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment will be made to the CONTRACTOR on a combination of Unit Cost and Fixed Price Work Items basis in accordance with the Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item); however, the total PROJECT cost will not exceed the total amount bid by CONTRACTOR as set forth above, including Unit Cost Work Items. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in Subparagraph 4.2. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process.



- 4.1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2. All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the DISTRICT'S dispute resolution procedure.
- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONTRACTOR in writing that the invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the DISTRICT.
- 4.4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5. By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.

- 4.6. Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Structures S-160 and S-162 Gate Refurbishment Support In Hillsborough County, Florida Agreement between the Southwest Florida Water Management District and \_\_\_\_\_ (Agreement No. \_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.7. The DISTRICT will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and plant maintenance. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit stating that the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D."
- 4.8. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. The DISTRICT reserves the right to withhold payment until samples, shop drawings, Architect's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the DISTRICT'S Project Manager.

5. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties and will remain in effect for 15 months, unless terminated, pursuant to Paragraph 12 or 13 below, or Paragraph 11 of Exhibit "A," or as amended in writing by the parties.

6. PROJECT RECORDS AND DOCUMENTS.

The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR will maintain all such records and documents for at least three (3) years following completion of the PROJECT.

6.1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

6.2. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4555, by email at [RecordsCustodian@SWFWMD.state.fl.us](mailto:RecordsCustodian@SWFWMD.state.fl.us), or at the following mailing address:**

**Public Records Custodian  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the CONTRACTOR in writing.

6.3. This provision shall survive the termination or expiration of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased

under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.

8. REPORTS.

The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.

9. INDEMNIFICATION.

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

10. INSURANCE REQUIREMENT.

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

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

\$1,000,000 Per Occurrence

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

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

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

- 10.4. The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. if applicable. If CONTRACTOR hires or leases employees through a third-party arrangement, the DISTRICT must have a certificate of workers' compensation coverage evidencing coverage for the CONTRACTOR from the third party. If the CONTRACTOR does not carry workers' compensation coverage, CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
- 10.5. The CONTRACTOR shall provide a builder's risk insurance policy (all-risk perils including flood and water damage) to the DISTRICT in the amount of one hundred percent (100%) of the value of the complete building/structure. The DISTRICT is to be named as additional insured on the policy.
- 10.6. CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.
- 10.7. The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

#### 11. BONDING REQUIREMENTS.

Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guaranty Bond in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as security for the performance of all the CONTRACTOR'S obligations under this Agreement pursuant to the terms and conditions of Section 255.05, F.S. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect during the entire term of this Agreement, including any guarantee period. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms and conditions of this Agreement. If the DISTRICT determines that any part of the PROJECT is defective and requires repair or replacement, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise satisfactorily correct the defect within the time specified by the DISTRICT, the DISTRICT has the option to have the work performed or furnished by others and the cost will be paid by the CONTRACTOR or its surety.

Any increase in the amount of this Agreement will require the CONTRACTOR to automatically increase the Performance, Payment and Guaranty Bond to equal the revised amount. The CONTRACTOR must provide the DISTRICT with evidence of same prior to commencing the additional work.

#### 12. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Budget, and are allowed under this Agreement.

13. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT pursuant to Paragraph 12, Termination Without Cause. In addition to the above, the DISTRICT may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A."\*

14. RELEASE OF INFORMATION.

The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

16. LAW COMPLIANCE.

The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or

applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

17. EMPLOYMENT ELGIBILITY VERIFICATION.

The Contractor agrees to enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program within ninety (90) days of the effective date of the Agreement. The Contractor must provide to the District a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and agrees to make such record available to the Florida Department of Environmental Protection upon request. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

18. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

19. REMEDIES.

Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.

20. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity

or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.

21. DRUG-FREE WORKPLACE.

Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the DISTRICT with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.

22. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR.

23. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.

24. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.

26. SCRUTINIZED COMPANIES.



Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, the CONTRACTOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONTRACTOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. DOCUMENTS.

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

Exhibit "A" Special Project Terms and Conditions  
Exhibit "B" CONTRACTOR'S Progress Schedule  
Exhibit "C" CONTRACTOR'S Schedule of Values  
Exhibit "D" Sample Forms  
DISTRICT'S Request for Bids 2103  
CONTRACTOR'S Response to RFB 2103

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

\_\_\_\_\_

By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT  
IN HILLSBOROUGH COUNTY, FLORIDA

## EXHIBIT "A"

## SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the PROJECT.
2. During the PROJECT the CONTRACTOR will:
  - 2.1 Keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The superintendent and assistants (supervisors) named by CONTRACTOR in its response to the RFB shall not be removed or replaced by Contractor; provided, however, if said supervisors shall be replaced for cause or due to circumstances outside of Contractor's control, then they shall be replaced by individuals reasonably acceptable to the DISTRICT.
  - 2.2 Maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
  - 2.3 Maintain sufficient individuals on site to carry out the work, all of whom CONTRACTOR shall have shown to the DISTRICT (i) are OSHA trained and (ii) have at least two (2) years' experience performing work similar to that they will be performing at the Project site.
  - 2.4 Maintain access to the shop identified by Contractor in its response to the RFB as being within fifty (50) miles of the District's Tampa location (76 US Highway 301 North Tampa, Florida 33637-6759) so that it is available to Contractor during the term of this Agreement as appropriate.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.

6. One Notice to Proceed will be issued by the DISTRICT as follows:
  - 6.1 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
  - 6.2 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the CONTRACTOR. Claims by the CONTRACTOR for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the DISTRICT. The CONTRACTOR'S sole remedy is an extension of time to complete the PROJECT to account for any such delay.
7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
  - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.
  - 7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.
  - 7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
8. The CONTRACTOR will at all times protect its work from damage and will protect the DISTRICT'S property against injury or loss arising in connection with this PROJECT. The CONTRACTOR will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the DISTRICT. The CONTRACTOR will protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The CONTRACTOR will, at all times, protect public and privately owned property in and around the PROJECT site, structures, utilities, and work of any kind against damage or interruption of service which

may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from the CONTRACTOR'S failure to provide such protection will be promptly repaired or restored at the sole expense of the CONTRACTOR.

9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the DISTRICT'S Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the CONTRACTOR is not grounds for initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.

The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.

10. If the CONTRACTOR is delayed at any time, in the progress of the work by an act of neglect of the DISTRICT, its employees, agents or consultants, or by changes ordered by the DISTRICT or by strikes, lock-outs, fire, unavoidable casualties or any other causes beyond the CONTRACTOR'S control, then the time of completion will be extended for such reasonable time as the DISTRICT'S Project Manager may decide. This is the CONTRACTOR'S sole remedy for the delays set forth in this paragraph.
11. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The

DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.

12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the project site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with the Schedule of Values attached to Agreement.
16. The CONTRACTOR is as fully responsible to the DISTRICT for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as CONTRACTOR is for the acts and omissions or persons directly employed by CONTRACTOR. Prior to commencing work, the CONTRACTOR will provide the DISTRICT with a photocopy of all required licenses and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the DISTRICT.
17. The CONTRACTOR and the DISTRICT will develop a single list of items required to render the services purchased by the DISTRICT under this Agreement, complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching substantial completion according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion. The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.

- 17.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.
  - 17.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.
18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

The remainder of this page intentionally left blank.

AGREEMENT NO. \_\_\_\_\_

EXHIBIT "D"

SAMPLE FORMS

**AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared \_\_\_\_\_, who, after being first duly sworn, upon oath deposes and says that all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) have been paid in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by \_\_\_\_\_

\_\_\_\_\_ in connection with the construction of \_\_\_\_\_

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Signed \_\_\_\_\_  
By \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME, BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_



**FINAL RELEASE OF LIEN**

KNOWN TO ALL MEN BY THE PRESENTS, that \_\_\_\_\_  
for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is  
hereby acknowledged, except the sum of \_\_\_\_\_  
representing the total unpaid balance under the Contract, do hereby release and quitclaim to said  
District, and the Owner, its successors or assigned, all liens, lien right, claims or demands of any kind  
whatsoever which \_\_\_\_\_ now has or might have against  
the property, building, and improvements, on account of labor performed, material furnished, or for  
any incidental expense for the construction of \_\_\_\_\_.

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, \_\_\_\_\_ have hereunto set my  
hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESS:

OFFICER:

\_\_\_\_\_ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME, BY MEANS OF  PHYSICAL PRESENCE OR   
ONLINE NOTARIZATION, THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_

**CONSENT OF SURETY COMPANY  
TO FINAL PAYMENT**

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PROJECT: STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: STRUCTURES S-160 AND S-162 GATE REFURBISHMENT SUPPORT IN  
HILLSBOROUGH COUNTY, FLORIDA

CONTRACT DATE:

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_ SURETY COMPANY, on bond of

\_\_\_\_\_

(here insert name and address of Contractor)

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

\_\_\_\_\_

(here insert name and address of Owner)

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

IN WITNESS WHEREOF,

\_\_\_\_\_ the Surety

Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Surety Company

Attest: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Seal:

\_\_\_\_\_  
Title

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