SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR BIDS (RFB)	**Number: C-13624** **Issue Date: February 7, 2002**

Title: G-94A REPAIR, PALM BEACH COUNTY, FLORIDA

Direct all Inquiries in Writing to: **Associate Contract Specialist:** Cathy Richards **Phone No.** (561) 682-2813 **Fax No.** (561) 682-5009 **E-Mail:** crichar@sfwmd.gov **Inquiries must reference Contract: C-13624**	**Inquiry Period:** **From February 7, 2002 to February 22, 2002**
An optional pre-bid conference will be held: **TIME:** 10:00 a.m. **DATE:** Tuesday, February 19, 2002 **PLACE: SFWMD Headquarters B-1 Building** Governing Board Chambers, 3301 Gun Club Road, West Palm Beach, FL 33406 For directions, call (561) 682-6391.	**Dollar Range**: $218,000 to $241,000 **Liquidated Damages**: $500 Per Day **CONTRACT TIME**: 120 days* *Includes punchlist work and close out documentation.

Deadline For SEALED Bid Submission:

Tuesday, March 5, 2002 - 2:30 p.m.

One (1) Original and One (1) Copy of the Bid Required

Confirmation of timely receipt of bid may be made by calling (561) 682-6391.
Bid results and **official award information** may be obtained 24 hours a day by calling the 24-hour **BID HOTLINE (800) 472-5290 or (561) 682-6391**.

Bids Must Be Submitted to the Following Address: South Florida Water Management District Attn: Procurement Department B-1 Building, 2nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406	**BIDS MUST BE SUBMITTED IN A SEALED PACKAGE AND MARKED WITH THE CONTRACT NUMBER AND TITLE, AND THE BIDDER'S NAME AND ADDRESS. THE DISTRICT WILL NOT ACCEPT BIDS THAT ARE NOT SUBMITTED IN ACCORDANCE WITH THESE INSTRUCTIONS.**
	Document Availability: Contract Documents will be available after 8:30 a.m. on the **Issue Date**, in the SFWMD Procurement Office, call (561) 682-6391 for directions.
Attachments: List of MBE Subcontractors Drawings Numbered 1-4 Four (4) reference drawings	**Drawing Costs:** The first set of drawings is $ 28.00 Each additional set is $28.00 per set

PROJECT DESCRIPTION:

CONTRACT TITLE: **G-94A REPAIR, PALM BEACH COUNTY, FLORIDA**
CONTRACT NUMBER: **C-13624**

The G-94A structure is a 2-72 inch corrugated metal culvert with two slide gates. It is located on the east side of Conservation Area 1, approximately 2.9 miles north of the Loxahatchee Wildlife Refuge on the L40 levee. Inspections performed by the District's Operations and Maintenance staff revealed that the structure's physical condition has deteriorated beyond its normal usefulness. If the structure failed, Lake Worth Drainage District could lose ability to supply water. Hence, the structure will be replaced-in-kind.

SUPPLEMENTAL CONDITIONS:

The Supplemental Conditions are provided, if necessary, to clarify, revise or amend the terms and conditions of the Instructions to Bidders, General Conditions and Bid Form for this particular project. Refer to the specific paragraph noted. Bidders are encouraged to read the following conditions carefully. Failure to comply with these conditions may cause the bid to be declared non-responsive.

The District strongly encourages the Contractor to designate a Supplier Diversity Representative/Coordinator to attend the Mandatory Pre-Bid Conference.

00700 - GENERAL CONDITIONS:

Article 4.01. *District shall furnish the Site.* "Not Applicable"

Article 4.02.A. *Subsurface and Physical Conditions.* "Not Applicable"

Article 4.06.A. *Hazardous Environmental Condition at Site.* "Not Applicable"

Article 5. *Bonds and Insurance Requirements.* Bidders are reminded to read Article 5 regarding the minimum requirements of the bonds. Bidders must use the bond forms enclosed herein. Specific limits are also included in the certificate of insurance attached to these Supplemental Conditions. Bidders must use the DISTRICT's Certificate of Insurance. Alternate forms will not be accepted.

Article 5.02.A. *Performance and Payment Bonds.* Applicable

Article 5.02.B. *Maintenance Bond.* Not applicable

Article 5.05 *Licenses.* Item 1, General Contractor

Article 6.06. *Concerning Subcontractors, Suppliers, and Others.* Bidders are strongly encouraged to verify, with Florida's Secretary of State, the corporate status and standing of all subcontractors they will be utilizing to ensure the firms ability to do business in the state of Florida.

Article 6.08. *Permits.* The District has obtained the following permits for this project:

a) Nationwide #3, Corps of Engineers

Article 7.02. *Coordination.* Not Applicable

Article 14. *Payments to Contractors and Completion.*

Requirements for Substantial Completion and Final Acceptance are to be found in the General Conditions and in Section 01700 of the General Requirements.

Article 19. *Displaced Agricultural Workers.* Not Applicable

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TECHNICAL SPECIFICATIONS

MBE CONTRACTORS LIST

INVITATION TO BID C-13624

The South Florida Water Management District will receive sealed bids through the Procurement Office, 2nd Floor, B-1 Bldg., 3301 Gun Club Road, West Palm Beach, Florida 33406, for **G-94A Repair, Palm Beach County, Florida, on Tuesday, March 5, 2002 at 2:30 p.m. local time**, at which timely submitted bids will be opened and publicly read. The bid can be obtained by downloading a free copy of the solicitation from the District web site: www.sfwmd.gov, by purchasing a set at the above address or by calling 561-682-6391.

An optional pre-bid will be held on February 19, 2002 at 10:00 a.m. at the SFWMD Headquarters, B-1 Building, Governing Board Chambers, 3301 Gun Club Road, West Palm Beach, FL 33406. For directions, call (561) 682-6391.

Refer to "Instructions to Bidders" for more information on the bidding process. Bids must be accompanied by a bid bond, cash or certified check made out to the South Florida Water Management District, or other security as provided by law, in an amount not less than five percent (5%) of the total base bid. All questions about the meaning/intent of the Contract Documents must be submitted in writing via mail or facsimile during the Inquiry Period indicated on the cover page of this RFB, to the Associate Contract Specialist, Procurement Department, P.O. Box 24680, West Palm Beach, Florida 33416-4680, fax (561) 682-5009. Questions will be answered in accordance with Article 4 of the "Instructions to Bidders," replies will be given at a later date. The District reserves the right to waive any informality, to reject any or all Bids, or to re-advertise for Bids. Award, if made, will be to the lowest responsive and responsible bidder.

BID MBE GUIDELINES AND INFORMATION

MBE DEFINITIONS AND INTERPRETATIONS

The following definitions are extracts from Chapter 40E-7, Part VI, F.A.C., the "Supplier Diversity and Outreach MBE Contracting Rule" ("MBE Rule") of the South Florida Water Management District ("District"). Please refer to a copy of the entire MBE Rule for a complete list of definitions and a full description of each.

"Joint Venture". An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

"Minority Business Enterprise" or "MBE". A firm certified by the District as a legally organized, independent small business concern which currently performs a useful business function and is at least 51 percent owned by minority persons who are citizens or lawful permanent residents of the State of Florida. A minority owner (s) shall be the license holder the professional license holder and posses the authority to control and exercise dominant control over the management and daily operations of the business.

"Minority" person. An individual who is a citizen or lawful permanent resident of the State of Florida, who is (a) African American; (b) Asian American; (c) Hispanic American or (d) Native American, and (e) an American woman.

"Relevant Market Area". Includes the following Florida counties: Broward; Charlotte; Collier; Dade; Glades; Hendry; Highlands; Lee; Martin; Monroe; Okeechobee; Orange; Osceola; Palm Beach; Polk; St. Lucie; Alachua; Brevard; Duval; Hillsborough; Indian River; Leon; Pinellas; Seminole; and Volusia.

"Small Business". An independently owned and operated business concern that employees 200 or fewer full-time employees and that, together with its affiliates has a net worth of not more than $5 million or any firm based in this state which has a Small business Administration 8(a) Certification. As applicable to sole proprietorships, the $5 – million net worth requirement shall include both personal and business investments.

"Useful Business Function". Applicable to MBE's that are responsible for the execution of a distinct element of the work of a contract and carrying out its responsibilities in actually performing, managing and supervising the work involved. In the case of a new firm, currently performing a useful business function shall mean three (3) months prior to seeking MBE certification with the District.

"Woman." A female, regardless of race or ethnicity.

INQUIRIES

Information about MBE certification requirements can be obtained by calling the District's Procurement Department, Equity in Contracting Section. Telephone: (561) 682-6446, or (800) 432-2045, extension 6446. Fax: (561) 682-5446. A copy of the MBE Rule is available upon request.

SUBMISSION OF MBE UTILIZATION PLAN

A. Respondents should identify all firms which will be utilized as subcontractors or joint venture partners. The respondent should provide proof that each firm to be utilized as an MBE prime or subcontractor is certified with the District. Each subcontractor and prime should be listed in the respondent's Utilization Plan, and submitted with the bid. The listing of MBE's in the Utilization Plan shall constitute the respondent's representation to the District that the MBE firms are technically and financially qualified and available to perform the assigned work. The plan should contain the following forms:

1. The *Statement of Business Organization* form, which includes the names of all subcontractors proposed for work, regardless of MBE status.

2. The *Statement of Intent to Perform as an MBE Subcontractor* form, which confirms (1) the intent of the prime to establish a business relationship with each MBE subcontractor; and (2) the MBE Agreed Upon Price. One form must be

completed and signed by each proposed MBE subcontractor. MBE subcontractors must indicate the percent of the dollar value of their subcontracts that will be sublet and/or awarded to non-minority contractors and/or suppliers.

3. The *Schedule of Subcontractor/MBE Participation* Form, which identifies all MBE firms which will be utilized as subcontractors, delineates the specific elements of work each MBE firm will be responsible for performing, and identifies the dollar value of the MBE work as a percentage of the total contract value.

4. Joint Venture Agreement (if applicable). Appropriate forms are available from the Procurement Department, Equity in Contracting Section to determine the eligibility of a joint venture. Where MBE ownership in the joint venture is 51 percent or more, 100 percent of the dollar value of the contract shall be counted.

5. Proof of certification. Provide a copy of the District's certification letter as proof that each proposed firm to be utilized as an MBE prime or subcontractor is certified by the District.

MBE COMPLIANCE

A. Compliance. The District shall monitor and evaluate compliance with the provisions of the MBE Rule. During the term of any subsequent contract, the successful respondent shall comply with all MBE plans made in its bid. Compliance for use of MBE's shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and change orders. After contract execution, the successful respondent shall maintain the level of MBE participation established in the contract. Failure to comply with the MBE requirements of an awarded contract can result in the District enforcing any of the compliance provisions as provided for in the attached sample contract.

B. MBE Substitution. The successful respondent must contact the District's Equity in Contracting Office when the need to replace an MBE subcontractor arises. The respondent must submit to the District's Equity in Contracting Office an updated version of the following:

1. *Schedule of Subcontractor/Minority Women Business Enterprise (MBE) Participation* form.

2. *Statement of Intent to Perform as a MBE Subcontractor* form for each substitute firm.

C. Records. The respondent shall maintain records and information necessary to document compliance with Contract requirements, and shall include the right of the District to inspect such records.

D. Prohibition of Not-To-Compete Agreements. The respondent is prohibited from entering into any agreements with an MBE subcontractor in which the MBE subcontractor promises not to provide subcontracting quotations to other respondents or potential respondents. Failure to comply with the MBE requirements of an awarded contract will be considered a breach of contract and may further result in suspension or debarment of firms for activity contrary to the District's MBE Rule.

E. False Representation. Any individual who falsely represents any entity as an MBE or does not fulfill the contractual obligations is subject to be penalties under Section 287.094, F.S.

F. Intent of Employment. Participation by an MBE firm shall not be considered and the MBE firm shall be disqualified, if the owner or owners of an MBE firm engage in an agreement with a non MBE firm with the intent of securing employment (with that non-MBE firm) during the course of performing a District contract.

G. Broker's Fees. An MBE subcontractor shall be prohibited from engaging in a subcontracted agreement with the intent of collecting a broker's fee or commission, and whose employees perform none of the direct labor or service activities specified in the contract.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Definitions
Terms used in these INSTRUCTIONS TO BIDDERS have the meanings assigned to them in the General Conditions.

ARTICLE 2 - EXAMINATION OF INSTRUCTIONS TO BIDDERS

2.01 Bidders are encouraged to carefully read these Instructions. Deviations, changes, modifications or failures to properly complete the Bid can, and in some instances shall, cause the Bid to be non-responsive.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

3.01 Complete sets of Bidding Documents shall be used in preparing Bids; neither DISTRICT nor DESIGN ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. DISTRICT, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

ARTICLE 4 - INTERPRETATIONS AND ADDENDA

4.01 Verbal interpretations of the meaning of the Drawings, Specifications, or other Contract Documents will **not** be valid. Every request for interpretations **shall be in writing** and addressed to the Contract Manager identified on the cover page of this RFB, and to be given consideration must be received at least ten (10) calendar days, prior to the date fixed for the opening of Bids. Inquiries may also be faxed.

4.02 Bidders are cautioned not to contact any other representative of the DISTRICT, DESIGN ENGINEER or RESIDENT ENGINEER, manufacturer or supplier referenced herein, without the written permission of the DISTRICT's Contract Manager. Such contact may invalidate the Bid supplied by the Bidder.

4.03 The DISTRICT will record its responses to written and faxed inquiries and any supplemental instructions in the form of written addenda. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents which, if issued, will be mailed to all parties to whom the DISTRICT provided the RFB (at the respective addresses for such purposes) not later than five (5) calendar days prior to the Bid opening date fixed for the opening of Bids. **Verbal and other interpretations or clarifications will be without legal effect.**

4.04 Bidders must acknowledge receipt of the addenda in their Bid. Failure of any Bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such Bidder from any obligation under its Bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a Bid non-responsive and result in its rejection. Bidders are advised to contact the DISTRICT prior to submitting Bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

ARTICLE 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.01 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize itself with federal, state and local laws, ordinance, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities or inconsistencies. If a Bidder intends to protest the specifications contained in an invitation to bid or a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of the plans and specifications in an invitation to bid or a request for proposals and the formal written protest shall be filed within ten days after the date the notice of protest is filed. Any Bidder who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes (2000). Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of Protest and Formal Written Protests along with bond or other security must be timely filed with the District Clerk.

5.02 Reference is made to the General Requirements for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by DESIGN ENGINEER in preparing the Drawings and Specifications. DISTRICT shall make copies of such reports available. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing its Bid, the Bidder shall assume all risks resulting from actual conditions differing from the conditions indicated in the reports.

5.03 When a log of test borings showing a record of the data

obtained by the investigation of subsurface conditions by the DISTRICT, the DESIGN ENGINEER or its consultants is included with the plans or other documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the DISTRICT, or the DESIGN ENGINEER or its consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of Bidders, and its use is subject to all of the conditions and limitations set forth in this article.

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

5.05 Upon request, DISTRICT will attempt to provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid. If access is provided, Bidder shall restore site to condition existing prior to conducting said investigations and tests.

5.06 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performance the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

5.07 The submission of a Bid shall constitute a conclusive representation by the Bidder that it has complied with every requirement of this Article 5 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5.08 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service (NWS) and measured at the observation site closest to the project site or other such local data as provided by the District.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Article 5 of the GENERAL CONDITIONS sets forth the DISTRICT's requirements as to Bonds and Insurance. When the successful Bidder delivers the executed CONTRACT to the DISTRICT, it shall be accompanied by the required Bonds, Insurance Certificates and Endorsements on forms prescribed by DISTRICT. Upon request from the DISTRICT, the successful Bidder must supply copies of all insurance policies for the insurance requirements set forth in the General Conditions.

6.02 Power of Attorney. Attorneys-In-Fact who sign bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

ARTICLE 7 - MBE PARTICIPATION

(See Bid and Contract MBE Information)

ARTICLE 8 - CONTRACT TIMES

The time of completion is the essence of the contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract Times specified in the Contract Documents. The Contract Time is specified on the cover page of this RFB. In the event of failure to complete the Work within the time specified, the DISTRICT may assess damages as provided by law or the Contract Documents, unless an appropriate extension of time has been grated by the DISTRICT.

ARTICLE 9 - LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Request for Bids (RFB) form. The Bidder agrees to pay liquidated damages to the DISTRICT as described herein and as may be provided in the Contract Documents, which shall be in addition to such other amounts for actual damages.

ARTICLE 10 - BIDDER'S RESPONSIBILITY

10.01 To be eligible for contract award, a bidder must be responsive and responsible, as determined by the District. To be determined responsible, a bidder must:

a) Be financially solvent and have sufficient financial resources to perform the contract.
b) Have a satisfactory performance record.
c) Have a satisfactory record of integrity and business ethics.
d) Have the necessary management organization, experience, accounting and operational controls, and technical skills, as appropriate. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the bidder, suppliers and subcontractors are present.
e) Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
f) Be otherwise qualified and eligible to perform the work under applicable laws and regulations.

To demonstrate the Bidder's responsibility, the Bidder must submit to the DISTRICT information including, but not limited to, financial data, previous experience including references and evidence of authority to conduct business in the jurisdiction where the Project is located. **THIS INFORMATION MUST BE RECEIVED BY DISTRICT WITH THE BID.** Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

10.02 As part of the Bid, the DISTRICT shall receive from all Bidders documentation related to the Minority and Women Business Enterprise requirements as described in Article 7.

10.03 In evaluating the responsibility of the Bidders, the DISTRICT will consider the following. (A) The information that the DISTRICT requires all Bidders to submit with the Bid in a statement describing its organization, plan, manpower, financial resources and listing all previous and/or ongoing construction contracts over the last five (5) years regardless of amount or completion status. Information shall be submitted on the ***BIDDER'S QUESTIONNAIRE FORM*** included herein. The Apparent Low Bidder, within five (5) days after bid opening and upon receipt of Notice of Apparent Low Bidder, shall provide a current financial statement, certified by a Certified Public Accountant, for Bids over $1,000,000. For Bids under $1,000,000, the information shall be sworn and attested to by the owner, partner or corporate offices. The financial statements shall be provided in a separate sealed envelope, marked with the Bidder's Name, Contract Number and Title, and the words "FINANCIAL INFORMATION, CONFIDENTIAL". (B) The information gathered by the DISTRICT regarding Bidder performance on past or current contracts. The DISTRICT will also rely on the Contractor's Periodic Performance Evaluations from past and present District projects.

ARTICLE 11 - BIDDERS'S DISCLOSURE

In each Bid there shall be stated the name and address of every person having an interest in the Bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

ARTICLE 12- JOINT VENTURE

If the Bid involves a joint venture, a copy of the joint venture agreement shall be included with the Bid along with the attached "Statement of Business Organization" and the "Joint Venture Disclosure Affidavit". Under Chapter 489 Florida Statutes, a joint venture may submit a bid on construction projects where one or more participants is not a licensed contractor if the joint venture complies with Rule 61G4-15.0022(2), Florida Administrative Code prior to the bid submission. For clarification, please contact the Department of Business and Professional Regulation, Construction Industry Licensing Board at (904) 727-6530.

ARTICLE 13 - PUBLIC ENTITY CRIMES

Any Bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the DISTRICT, shall not be a convicted vendor or, if the Bidder or any of his suppliers, subcontractors, or consultants of the Bidder has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The Bidder further understands and accepts that any contract issued as a result of this solicitation shall be either voidable by the DISTRICT or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

ARTICLE 14 - PREPARATION OF BIDS

Bids shall be submitted on the Bid Forms furnished, or upon an exact copy thereof, and must be signed by an authorized representative of the firm submitting the Bid. Bidders must quote on all items listed and failure to do so may disqualify the Bid. The intent of the Bid form is to secure a price for the work described in these Contract Documents entitled as shown on the cover page. The Bidder shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.)
Bids shall be accompanied by the items listed in Article 19.03.

ARTICLE 15 - DELIVERY OF BIDS

15.01 The Bid shall be submitted in an opaque, sealed envelope, marked on the outside with the name and address of the Bidder, the Project title, and the contract number. The DISTRICT shall not be responsible for Bids improperly identified or delivered. If forwarded by U.S. Postal Service regular mail or express mail, the sealed envelope containing the Bid and marked as directed above, shall be addressed to the U.S. Mail address indicated on the cover page. If forwarded by a service other than United States Postal Service, the sealed envelope containing the Bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered to the Procurement and Contract Administration Division, B-1 Building, 2nd Floor West.

15.02 Facsimile Bids will NOT be accepted. **The DISTRICT cautions Bidders to assure actual delivery of mailed or hand-delivered Bids directly to** the Procurement and Contract Administration Division. Telephone confirmation of timely receipt of the Bid may be made by calling (561) 687-6391 before Bid opening time. Bids received after the established deadline will be returned unopened to the Bidder.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a Bid will not prejudice the rights of Bidder to file a new Bid.

16.2 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with DISTRICT, and within 48 hours thereafter demonstrates to the reasonable satisfaction of the DISTRICT that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great

consequence that to enforce the Contract would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid Security will be returned provided that the DISTRICT is not seriously prejudiced, except for the loss of its bargain. Bidder shall not be allowed to correct a Bid with a material and substantial mistake. Thereafter, that Bidder shall be disqualified from further Bidding on the work to be provided under the Contract Documents.

ARTICLE 17 - DATE AND PLACE OF BID OPENING

17.01 Sealed Bids will be received by the Procurement and Contract Administration Division, South Florida Water Management DISTRICT, 3301 Gun Club Road, West Palm Beach, Florida 33406, at the time set forth on the cover page.

17.02 Bids received after the time and date specified in the Request For Bids shall not be considered and will be returned unopened.

17.03 Bids will be publicly opened and read. In case of a tie, a selection among the lowest tied responsive and responsible Bidders shall be made in accordance with the DISTRICT's Procurement and Contracting Policy and M/WBE Rule.

17.04 Once Bids are opened, they become the property of the DISTRICT and will not be returned. The Bids become "public records" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, ten (10) days after the Bid opening.

ARTICLE 18 - NOTICE OF INTENDED AWARD

Tentative Bid tabulations will be posted for review by interested parties at the Procurement and Contract Administration offices within two (2) working days of the Bid opening. After completion of the review of the Bids, a final Bid tabulation (official Notice of Intended Award) will be posted for a period of not less than seventy-two (72) hours. Interested parties may inquire by calling the DISTRICT's Bid Hotline at **1-800-472-5290** for Bid results, or visit the DISTRICT for information as to the intended award. If a Bidder intends to protest the District's intent to award, the notice of protest must be filed in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the District's decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. Any Bidder who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes (2000). Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of Protest and Formal Written Protests along with bond or other security must be timely filed with the District Clerk.

ARTICLE 19 - REVIEW ACCEPTANCE AND/OR REJECTION OF BIDS

19.01 Pursuant to Rule 40E-7.301, Florida Administrative Code, the DISTRICT reserves the right to reject any and all Bids when (i) such rejection is in the interest of the DISTRICT; (ii) such Bid is void per se; or (iii) the Bid contains any irregularities, PROVIDED, however, that the DISTRICT reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive Bid as determined by the DISTRICT. Bids will be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate Bids, or other irregularities of any kind.

19.02 The DISTRICT reserves the right to request a written confirmation of the Bid and the responsibility of the Bidder prior to the awarding of the Contract. Failure of the Bidder to confirm the Bid within five (5) calendar days from the date of the DISTRICT's request may render the Bid unresponsive and will entitle the DISTRICT to award to the next apparent lowest responsive and responsible Bidder and may require forfeiture of the Bid security.

19.03 The DISTRICT may reject, as non-responsive, any Bids where Bidders fail to provide the following with the Bid, including but not limited to:

a. Bid Forms Checklist
b. Bid Form
c. Bid Bond
d. Joint Venture Disclosure Affidavit
e. Statement of Business Organization
f. Certificate as to Corporate Principle
g. Affidavit of Non-collusion
h. Trench Safety Act
i. Bidder's Questionnaire
j. Addenda Receipts

If the DISTRICT elects not to reject a Bid which fails to acknowledge receipt of any addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

19.04 Discrepancies between words and figures shall be resolved in favor of the lowest dollar value. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the LOWEST sum. Discrepancies in the extension of the unit price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

19.05 The apparent low Bidder shall submit, upon request of DISTRICT, documentation evidencing its capability to perform classes of work contemplated, and the necessary plant and sufficient capital to execute the work properly within the time specified. This information must be received by DISTRICT within five (5) days of Bidder receiving written request.

19.06 DISTRICT may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment).

Use of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions and Article 10 of these Instructions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by DISTRICT.

19.07 DISTRICT may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility and financial ability of the Bidder, including proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to DISTRICT's satisfaction within the Contract Times.

19.08 DISTRICT reserves the right to reject the Bid of any Bidder which is behind on the completion schedule for any existing contracts with the DISTRICT, or in litigation with the DISTRICT, or has previously defaulted on a contract with the DISTRICT.

ARTICLE 20 - STATEMENT OF NO RESPONSE

Potential Bidders who chose not to respond to this RFB should submit the enclosed "Statement of No Response" to the Procurement and Contract Administration Division in an envelope marked with the RFB number and the reference "No Bid". Failure to return this form on three solicitations may result in your firm being removed from notification of future solicitations.

ARTICLE 21 - CONTRACT

21.01 This Request For Bids does not constitute a Contract with the Bidder. An official Contract does not exist until the Contract has been executed by both parties. The award of the Contract shall be made to the lowest responsive and responsible Bidder, unless the DISTRICT rejects all Bids.

21.02 The Bidder to whom the award is made shall, within five (5) calendar days after receipt of Notice of Apparent Low Bidder, provide the executed CONTRACT, required bonds and insurance to the DISTRICT.

21.03 If the Bidder fails to provide the bonds and insurance or execute the Contract within the five (5) day period, there shall be just cause for the annulment of the award and forfeiture of the Bid Security to the DISTRICT. Bidder shall be liable to the DISTRICT for all damages resulting therefrom including reasonable attorneys' fees and costs, and attorneys' fees and cost on appeal. The Bid Security forfeited shall not be a limitation thereon. Award may then be made to the next lowest, responsible, and responsive Bidder or the work may be re-advertised at the DISTRICT's sole discretion.

ARTICLE 22 - SUBCONTRACTORS

In addition to the DISTRICT's Minority and Woman Business Enterprise (M/WBE) submittal requirements described in the Bid M/WBE Requirements, the DISTRICT shall receive from the apparent low bidder, within five (5) days after receipt of Apparent Low Bidder, list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied, estimated time required for the preparation and submittal of shop drawings, and estimated lead times required for the fabrication of any long lead items and concurrence thereof. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If DISTRICT has reasonable objection to any proposed Subcontractor, other person or organization, it may, before CONTRACT execution, request the apparent low bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low bidder declines to make any such substitution, the contract may not be awarded to such Bidder at the DISTRICT's sole discretion. DISTRICT does not waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization.

ARTICLE 23 - DRAWINGS AND SPECIFICATIONS

One (1) set of the Contract Documents and reproducibles will be provided free of charge to the successful Bidder upon award; additional sets may be obtained at the cost specified in the Invitation To Bid.

ARTICLE 24 - SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to DISTRICT application for such acceptance will not be considered by DISTRICT until after the Effective Date of the CONTRACT.

ARTICLE 25 - EQUAL OPPORTUNITY

The DISTRICT recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the DISTRICT are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

ARTICLE 26 - SPECIAL REQUIREMENTS

There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance and the Correction Period, which are described in the Contract Documents. Bidders should review all of the Contract Documents to determine whether there are special requirements, and if applicable, reflect in their Bids all costs associated therewith.

BID FORMS CHECKLIST (Item 1)

CONTRACT NO. C-13624

This Bid Forms Checklist and following forms MUST be submitted with the bid response.

ITEM NO.	ITEM	ITEM ATTACHED? (Indicate with a ✔)
1.	BID FORMS CHECKLIST (must be signed)	1.
2.	BID (must be completed, signed and sealed)	2.
3.	A. DISTRICT'S BID BOND (must be signed and sealed) Substitute bid bond form will NOT be accepted. B. ALLOWABLE ALTERNATE SECURITY, submitted in lieu of Item 3A. C. Proof of ability to provide Maintenance Bond (General Conditions Article 5.02 B)	3A._____ 3B._____ 3C._____
4.	MBE UTILIZATION FORMS: (if using MBE firm) A. STATEMENT OF INTENT TO PERFORM AS AN MBE SUBCONTRACTOR, submitted and signed by EACH MBE Subcontractor. Prime Contractor cannot sign the form. B. SCHEDULE OF SUBCONTRACTOR / MBE PARTICIPATION, completed by the Bidder. C. JOINT VENTURE DISCLOSURE AFFIDAVIT (Required only if submitting a Joint Venture Bid)	4A._____ 4B._____ 4C._____
5.	STATEMENT OF BUSINESS ORGANIZATION	5._____
6.	AFFIDAVIT OF NON-COLLUSION	6. _____
7.	TRENCH SAFETY ACT	7. _____
8.	BIDDER'S QUESTIONNAIRE Must include the following attachments: A. FELONY CONVICTS (Item 1.4 of Questionnaire) B. LICENSE COPIES (Item 2 of Questionnaire) C. LIST OF PROJECT EXPERIENCE (Item 3.1 of Questionnaire) D. LIST OF CLAIMS (Items 3.2 and 3.3 of Questionnaire) E. STATE OF FLORIDA AUTHORIZATION TO DO BUSINESS	8A._____ 8B._____ 8C._____ 8D._____ 8E._____
9.	ADDENDA RECEIPTS (must be signed)	9. _____
10.	STATEMENT OF NO RESPONSE - Required if NOT submitting a Bid	10. _____

The Bidder, by execution of this Bid Checklist Form, hereby certifies to the District that all required forms, as listed above, are complete, accurate, and attached to the Bid. The Bidder further acknowledges that failure to complete and attach ALL Bid Forms with the sealed Bid may cause the Bid to be declared non-responsive.

BIDDER'S NAME:_____SIGNATURE BY:_____

BID (Item 2)

CONSTRUCTION OF

G-94A REPAIR, PALM BEACH COUNTY, FLORIDA

CONTRACT NO. C-13624

Bidder's Name:	Florida Contractor Licensee's Name:
Street Address:	License Number:
City, State, Zip:	License Type:
Telephone No.:	State or County:
Fax No.:	License Limitations, if any (Attach a separate sheet, if necessary):
FEID No.:	

TO: Contracts Manager, Procurement Department
South Florida Water Management District

1. Pursuant to and in compliance with the District's notice inviting sealed Bids (Request for Bids), Contract Documents and the other documents relating thereto, the undersigned Bidder, having familiarized itself with the terms of the Contract Documents, local conditions affecting the performance of the CONTRACT, and the cost of the work at the place where the work is to be done, hereby bids and agrees to perform within the Contract Times, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract Documents, including Addenda Nos. _____ through_____, on file at the Procurement office of the District, for the prices hereinafter set forth.

2. The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents. The undersigned Bidder further agrees to pay liquidated damages as described herein and as may be provided in the Contract Documents, which shall be in addition to such other amounts for actual delay damages. Bid prices must be stated in words in the blank space(s) provided for that purpose.

3. The undersigned as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; and the Bidder bids and agrees, if the Bid is accepted, that the Bidder will execute a contract with the DISTRICT in the form set forth in the Contract Documents; that the Bidder will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that the Bidder is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security. Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the DISTRICT.

4. Pursuant to and in compliance with the DISTRICT's Invitation to Bid, the Contract Documents, Supplemental Conditions, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the price herein as follows:

SCHEDULE OF BID PRICES

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
A.	Indemnification	Job	1	Lump Sum	$1,000.00
B.	Complete Job	Job	1	Lump Sum	
BASE BID:					**$**
WRITTEN AMOUNT:					

5. If this Bid is accepted, it is understood that the terms and conditions of the Bid provisions and documents shall prevail. In the event that the Bidder believes that the cost of any part of the Work is not reflected in the Bid items listed in the Bid Form, the cost for that part of Work should be included in a listed Bid item or items.

6. The DISTRICT and Bidder recognize that time is of the essence of this Contract and Bidder recognizes that the DISTRICT will suffer financial loss if the Work is not completed within the Contract Times, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The DISTRICT and Bidder also recognize the delay, expense and difficulties involved in proving actual delay damages (excluding engineering fees and inspection costs) suffered by the DISTRICT in a legal or arbitration proceeding if the work is not completed on time. Accordingly, Bidder agrees to pay DISTRICT as liquidated damages Five Hundred Dollars and No Cents ($500.00) per day for each day CONTRACTOR exceeds the Contract Times. The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the DISTRICT's expenses for engineering fees and inspection costs arising from CONTRACTOR's delay in meeting the Contract Times.

7. ACCOMPANYING THIS BID IS a _____
(insert the word(s): "Bid Bond," "certified check," or other security as provided by law, as the case may be)
in an amount equal to at least **5%** of the total Base Bid, payable to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. The DISTRICT may deposit all Bid securities upon receipt. The undersigned agrees that, in case of failure on Bidder's part to deliver the Insurance and the Bonds within five (5) days after receipt of the Notice of Apparent Low Bidder, or failure to execute and deliver the said Contract within five (5) days after receipt, any Bid Bond, or securities accompanying the Bid, shall be paid into the funds of South Florida Water Management District, otherwise, any securities accompanying this Bid shall be returned to the undersigned. Bid bonds will be returned only upon request.

8. The undersigned provides above-named Bid Security as a Bid guaranty and agrees that it shall be forfeited to the DISTRICT in case this Bid is accepted by the DISTRICT and the undersigned fails to execute a contract with the DISTRICT as specified in the contract documents, accompanied by the required statutory payment and common law performance bonds with sureties satisfactory to the DISTRICT, and accompanied by the required certificates of insurance coverage, and endorsements. Should the DISTRICT be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay DISTRICT's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

9. In addition to the Bid Security, also accompanying this Bid, are all items listed on the Bid Form Checklist and all other documents as may be required.

10. The names of all persons interested in the foregoing bid as principals are as follows:

If a **CORPORATION**, Legal Name of corporation: _____
President's Name: _____
Secretary's Name: _____
Treasurer's Name: _____
General Manager: _____

If a **PARTNERSHIP**, true names of firm: _____
Partners (list all individuals in firm): _____
INDIVIDUAL OR SOLE PROPRIETOR, full name: _____

If a **JOINT VENTURE**, name of joint venture: _____
Joint Venture parties (list all): _____

OTHER(name): _____
Type of Entity: _____

11. The undersigned as Bidder agrees that substitutions or "or-equal" items will not be considered until after the Effective Date of the CONTRACT and will be evaluated in accordance with Article 6.05 of the General Conditions.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, Bidder's signature shall be placed below; if a partnership, the names of the general partners.

BIDDER: _____
(Type or Print)

By: _____
Printed Name: Date
Title:

Attest (Required for CORPORATION)

I, _____, CERTIFY THAT I AM THE SECRETARY/ ASSISTANT SECRETARY OF THE CORPORATION, NAMED AS PRINCIPAL IN THE WITHIN BID; THAT THE CORPORATE OFFICIAL WHO SIGNED THE SAID BID ON BEHALF OF THE PRICIPAL, WAS THEN A CORPORATE OFFICIAL OF SAID CORPORATION; THAT I KNOW THEIR SIGNATURE, AND THEIR SIGNATURE THERETO IS GENUINE; AND THAT SAID BID WAS DULY SIGNED, SEALED AND ATTESTED FOR AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY.

(Corporate Seal)

_____
Secretary / Assistant Secretary

Witness:_____
(Required for PARTNERSHIP OR INDIVIDUAL)

Witness:_____
(Required for PARTNERSHIP OR INDIVIDUAL)

REQUIRED FOR ALL BIDS:

FLORIDA CONTRACTOR LICENSEE'S SIGNATURE: _____

BID BOND

(Item 3A)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____, as Surety, are held and firmly bound unto South Florida Water Management District, in the penal sum of _____dollars ($_____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for the Contract Documents:

Contract Number: C-13624
Contract Title: G-94A Repair, Palm Beach County, Florida

NOW, THEREFORE, if the Principal:

1. Does not withdraw said Bid within ninety (90) calendar days after date of opening of the same, and

2. Within five (5) calendar days after the date of the Notice of Apparent Low Bidder:

a. Provides a Statutory Payment Bond and a Common Law Performance Bond as specified in the General Conditions (if the Bid Amount exceeds $200,000.00) or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, provide an alternate form of security as specified in the General Conditions; and

b. Provides the District's insurance certificate, completed by a lawfully authorized insurance agent; and

3. Within five (5) calendar days of receipt of the contract, enters into a written contract with South Florida Water Management District, in accordance with the Bid, as accepted,

then the above obligations of the Principal and Surety shall be null and void. However, should the Principal fail to fully comply with the conditions of the numbered paragraphs 1. or 2. above, then the Principal and Surety, jointly and severally, shall be liable to the District for the full penal sum of this Bond which shall be forfeited to the District as liquidated damage, but not a penalty, as a result of the Principal's failure to comply with the bid instructions and conditions, regardless of whether the District ultimately decides to change the project requirements or resolicit bids.

The remedies provided herein are not to be construed as the District's exclusive remedies for the Principal's failure to enter into a contract with the District, but shall be deemed supplemental to all remedies available to the District at law or otherwise.

DATED ON _____, 20___.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

_____	By:_____
(Witness)	(Individual Principal)
_____	_____
(Witness)	Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence:

_____ (Witness)	_____ (Business Name and Address)
_____ (Witness)	By:_____ Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence:

_____ (Witness)	_____ (Name of Partnership)
_____ (Witness)	By:_____ Signature of Individual

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

_____ (Corporate Principal)

_____ Business Address

_____ (Secretary)

By:_____ President

SURETY:

ATTEST:

(Corporate Seal)

_____ (Corporate Surety)

_____ Business Address

_____ (Secretary)

By:_____ (Surety)

_____ Florida Resident Agent

_____ Resident Agent's Address

_____ Telephone Number

(Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.)

Note: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

STATEMENT OF INTENT TO PERFORM AS
AN MBE SUBCONTRACTOR
CONTRACT NO. C-13624

- A signed Statement of Intent must be completed by the owner or authorized principal of each MBE firm listed in the "Schedule of Subcontractor (MBE) Participation" Form.

- Pursuant to District Rule 40E-7.647, F.A.C., MBE firms participating in the South Florida Water Management District's (District) Equity in Contracting Plan, must have "current" certification status with the District prior to bid/proposal submission.

- _____ agrees to perform work on the above project as *(Name of Subcontractor/Supplier)*

(check one): ❒ a partnership; ❒ a corporation; ❒ an individual; ❒ a joint venture.

- Subcontractor/Supplier: Current Net Worth: $_____ Permanent Full Time Employees: _____
(assets minus liabilities)

- The Subcontractor/Supplier will enter into a formal agreement, conditioned upon the Prime Contractor executing a contract with the District for the work with:_____
(Name of Prime Contractor)

Item #	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	Start Date	Completion Date
1				
2				
3				
TOTAL VALUE OF WORK				

If any percentage of the subcontractor's work/dollars will be sublet and/or awarded to non-MBE contractors and/or suppliers, indicate below, by item number, the percentage that will be sublet. This does not include those dollars associated with the prime contractor. If the above captioned MBE contractor will be performing 100% of the above itemized work, indicate zero percent (0%).

Item #	% Non-MBE Participation
1	%
2	%
3	%

_____
Subcontractor Signature

_____
Title

_____
Date

SCHEDULE OF SUBCONTRACTOR/MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

CONTRACT #: C-13624	DATE FORM SUBMITTED:
PROJECT NAME & LOCATION: G-94A Repair, Palm Beach County, Florida	PROJECT START DATE:
PRIME CONTRACTOR:	ADDRESS:
CONTACT PERSON:	TELEPHONE #: ( ) FAX #: ( )

Subcontractor	MBE Classification	Address	Phone	Type of Work To Be Performed	Sub-Contract Amount (Agreed Price)
					$
					$
					$
					$
					$
					$
total					$

MBE CLASSIFICATION:

B - African American
A - Asian American
H - Hispanic
F - American Woman
N - Native American
N/A - Not Applicable

TOTAL MBE PARTICIPATION	$
TOTAL CONTRACT AMOUNT	$
MBE SUBCONTRACTOR PARTICIPATION PERCENTAGE (TOTAL MBE PARTICIPATION DIVIDED BY TOTAL CONTRACT AMOUNT)	%

The listing of a MBE shall constitute a representation by the bidder to the District that the bidder believes such MBE to be technically and financially qualified and available to perform the work described. Bidders are advised that the information contained herein may be verified.
I certify that the above information is true to the best of my knowledge:

Signature	Title	Date

DOCUMENT MUST BE PROVIDED WITH BID AND SIGNED BY THE PERSON SIGNING THE BID

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
JOINT VENTURE DISCLOSURE AFFIDAVIT

(Item 4C)

***** Minority Business Enterprise must be certified by the District PRIOR to bid/proposal submission.***

PRIMARY PARTY OF JOINT VENTURE:

BUSINESS NAME & ADDRESS	BUSINESS TELEPHONE NUMBER ( )	MINORITY STATUS: [ ] Asian Amer. [ ] Native Amer. [ ] African Amer. [ ] American Woman [ ] Hispanic Amer. [ ] White
	MINORITY OWNERSHIP %:	

MAJORITY OWNER OF FIRM:	MAJORITY OWNER TITLE:	HOME TEL. #: ( ) BUS. TEL. # ( )
LIST TOTAL CONTRIBUTIONS:	TOTAL CASH: $	ESTIMATED CASH FLOW: $

EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST

LIST ALL PROFESSIONAL LICENSES HELD BY YOUR FIRM WHICH AUTHORIZE WORK/SERVICE:

PROFESSIONAL LICENSE	NUMBER	LICENSEE	M/WBE CODE

SECONDARY PARTY OF JOINT VENTURE:

BUSINESS NAME & ADDRESS	BUSINESS TELEPHONE NUMBER ( )	MINORITY STATUS: [ ] Asian Amer. [ ] Native Amer. [ ] African Amer. [ ] American Woman [ ] Hispanic Amer. [ ] White
	MINORITY/WOMEN OWNERSHIP %:	

MAJORITY OWNER OF FIRM:	MAJORITY OWNER TITLE:	HOME TEL. #: ( ) BUS. TEL. # ( )
LIST TOTAL CONTRIBUTIONS:	TOTAL CASH: $	ESTIMATED CASH FLOW: $

EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST

LIST ALL PROFESSIONAL LICENSES HELD BY YOUR FIRM WHICH AUTHORIZE WORK/SERVICE:

PROFESSIONAL LICENSE	NUMBER	LICENSEE	M/WBE CODE

ATTACH JOINT VENTURE AGREEMENT

RETURN AFFIDAVIT TO:
Office of Supplier Diversity & Outreach
P.O. Box 24680
West Palm Beach, FL 33416-4680

JOINT VENTURE DISCLOSURE AFFIDAVIT

The undersigned does hereby declare that the statements contained in this application and all attachments which have been provided in support of this application (hereafter referred to as THIS APPLICATION) are true, accurate and complete and include all material information necessary to identify and explain the terms and operation, including the participation by each party, of

_____

(Insert full name of joint venture here)

Further, the undersigned agrees to provide the Certifying Agency (hereafter referred to as the AGENCY) with current, complete, and accurate information regarding THIS APPLICATION, its attachments, actual joint venture work, payments therefore and any proposed changes to the joint venture agreement. The undersigned further agrees that, as part of this application, the AGENCY may freely contact any person or organization named in THIS Application to verify statements made and/or to secure additional information or data required to grant to, or withhold from, the applicant company eligibility as a joint venture. The undersigned understands and agrees that failure to submit required materials and/or to consent to interview(s), audit(s), and/or examination(s) will be grounds for immediate rejection of the application.

It is recognized and acknowledged that the statements contained in THIS APPLICATION are true and that any material misrepresentation will be grounds for MBE decertification and may result in not awarding or terminating contracts which may be awarded as the result of information contained in THIS APPLICATION. It is further recognized that whoever makes such false statements or material misrepresentations may be found guilty of a misdemeanor or felony under Chapter 837, F.S.

Furthermore, the undersigned acknowledges that (he/she) may not fraudulently obtain, retain, attempt to obtain nor aid another in fraudulently obtaining or retaining or attempting to obtain MBE certification; willfully make a false statement, to agency or employee for the purpose of influencing the certification of an entity as a MBE; or willfully obstruct, impede or attempt to obstruct or impede an official or employee who is investigating the qualifications of a business entity which has requested MBE certification.

FRAUD

The applicant further understands that false statements or material misrepresentations made in this application will be grounds for initiating action under local, state and federal laws which deal with fraud and perjury. The AGENCY may initiate actions as it deems appropriate, including but not limited to, forwarding pertinent information to the appropriate governmental authorities.

The undersigned further acknowledges that MBE certification is normally reviewed every three (3) years, however the AGENCY retains the right to reevaluate the contents of THIS APPLICATION the joint venture agreement and the certification of the MBE parties at any time.

Signature _____

Name (type or print) _____

Title _____

Company _____

Date _____

Signature _____

Name (type or print) _____

Title _____

Company _____

Date _____

_____
State of

_____
County of

On this _____ day of _____, 19_____, before me appeared_____

_____, to me personally known, did execute the foregoing affidavit, and represented that he/she was properly authorized by _____

(name of firm) to execute the affidavit and did so as his/her free act and deed.

Notary Public_____ State of _____

Commission Number _____ My Commission Expires _____

STATEMENT OF BUSINESS ORGANIZATION

SOLICITATION NO. C-13624

(Item 5)

BUSINESS ORGANIZATION				
Business Name				
Mailing Address				
Remittance Address				
State of Incorporation				
FID # or SS #				
Telephone #	( )		Fax #: ( )	
Type of Organization	❑ Corporation	❑ Partnership	❑ Joint Venture	❑ Individual
Contact Person(s)				

If respondent is a corporation, provide certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of Florida.

MBE STATUS

Identify below the parties which comprise the business association in this bid/proposal. Indicate if the prime contractor, or sub-contractor(s) are certified Minority Business Enterprise(s) parties.

MBE firms MUST be certified by the District PRIOR to bid/proposal submission.

(List each below or on a separate sheet)

Business Association	Name	SFWMD Certified MBE Classification					Non-Minority	% of Contract
		A	B	F	H	N		
Prime Contractor								
Joint Venture								
Sub-Contractor								
Sub-Contractor								
Sub-Contractor								
								100%

A = Asian American B = African American F = American Woman H = Hispanic American N = Native American

A COPY OF THE DISTRICT'S CURRENT CERTIFICATION LETTER MUST BE ATTACHED!

Signature

Title

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF DISTRICT EMPLOYEES

(Item 6)

CONTRACT NO.: C-13624

CONTRACT TITLE: G-94A Repair, Palm Beach County, Florida

STATE OF_____

COUNTY OF_____

_____,* being first duly sworn, deposes and says that as the bidder in the above bid, the only person or persons interested in said bid are named therein; that no officer, employee or agent of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

_____
Affiant

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me this_____day of _____, 20____ by_____, who is personally known to me or who has produced _____as identification and who did take an oath.

_____
Notary Public
My Commission Expires:

*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state only name of Bidder.

TRENCH SAFETY ACT
SECTION 553.60, FLORIDA STATUTE

(Item 7)

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Contractor is required to **either** specify the costs of compliance **or certify that the project scope and / or his construction means and methods will not require trenching as defined by OSHA. (See the OSHA definition of trenching on page 00380-2.)**

BIDDERS MUST FILL OUT EITHER PART A OF THIS FORM OR PART B, *BUT NOT BOTH,* SIGN THE FORM WHERE INDICATED, AND THEN SUBMIT THE FORM WITH YOUR BID.

PART A: Specify Costs of Compliance with the Trench Safety Act

These costs **are not a separate pay item.** The Contractor must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Contractor will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	COST

PART B: Certification that the Trench Safety Act does not apply.

☐ **By placing a check mark in the box to the left I certify that this project either does not include trenching, or that my intended construction means and methods will not require trenching, as defined by OSHA.**

From 29 CFR 1926.650 Subpart P, the definition of "Trenching" or "Trench excavation" means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less (measured at the bottom of the excavation), the excavation is also considered to be a trench.

_____

Signature

BIDDER's QUESTIONNAIRE

(Item 8)

CONTRACT NUMBER: **C-13624**

CONTRACT TITLE: **G-94A Repair, Palm Beach County, Florida**

BIDDER: _____

NOTES TO THE BIDDER:

(A) The DISTRICT requires all bidders to complete and submit this form with the Bid.

(B) The undersigned Bidder warrants that all statements and answer made to the interrogatories that follow are current, accurate and complete as of the date indicated below.

1. ORGANIZATION

1.1 Date of organization (or incorporation) _____
State of Incorporation _____
(IRS) FEIN _____

1.2 Title and name of Principals (President, Vice-President, Secretary and Treasurer, if a corporation; partners, if a partnership:

_____

_____

1.3 If respondent is a corporation, provide certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida. In the case of a sole proprietorship, provide Social Security numbers for ALL owners or partners. In the case of a "dba", provide a copy of the fictitious name affidavit filed with the Clerk of the Court.

1.4 If your organization has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, disclose with this Questionnaire all material facts pertaining to any such felony conviction or any such pending felony charges against (a) your organization, (b) any business entity related to or affiliated with your organization, or (c) any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity.

Attachment _____, consisting of _____ pages.

2. LICENSING

2.1 If your organization holds valid contractors' licenses covering all classifications and subclassifications of work which your organization intends to self-perform, attach a list of all such licenses together with a copy of each license.

Attachment_____, consisting of _____ pages.

3. EXPERIENCE

3.1 Attach a list of all contracts or subcontracts similar in character to the work described by the referenced contract, estimated dollar value and scope to the Work under the Bidding Documents which your organization has performed over the last five (5) years. For each contract or subcontract, include the Owner's contract number, contract title, description of the work, contract price, substantial completion date or percent complete (if not completed), and the name, address and telephone number of a representative of the owner familiar with your organization and its work.

Attachment _____, consisting of _____ pages.

3.2 Within the last five (5) years, have any claims arising from or relating to a contract or subcontract been made against your organization or any officer or partner of your organization which resulted in litigation or arbitration?_____ If so, the Bidder (or nominated subcontractor) shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment _____, consisting of _____ pages.

3.3 Within the last five (5) years, has your organization or an officer or partner of your organization made any claims arising from or relating to a contract or subcontract which resulted in litigation or arbitration? _____. If so, the Bidder (or nominated Subcontractor) shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment _____, consisting of _____ pages.

4. ADDITIONAL INFORMATION

4.1 Does your organization rent or lease equipment or facilities from other affiliate organizations? If so, state the name of the affiliate organization(s): _____
_____.

4.2 Credit available? $ _____

5. REFERENCES

5.1 Trade references:

5.2 Bank references:

6. FINANCIAL STATEMENT

6.1 The Apparent Low Bidder, within five (5) days after bid opening and upon receipt of Notice of Apparent Low Bidder, shall provide a current financial statement, certified by a Certified Public Accountant, for Bids over $1,000,000. For Bids under $1,000,000, the information shall be sworn and attested to by the owner, partner or corporate offices. The financial statements shall be provided in a separate sealed envelope, marked with the Bidder's Name, Contract Number and Title, and the words "FINANCIAL INFORMATION, CONFIDENTIAL".

7. SIGNATURES

OWNER:

Signature by Owner: _____

Date

Printed Name: _____

Title: _____

8. VERIFICATION

STATE OF _____}
} ss
COUNTY OF _____}

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ _____to me well known, or produced _____ _____as identification, who being by me first duly sworn upon Oath says that he is the _____ _____ for _____, and that he has been authorized to execute the Questionnaire on behalf of the Bidder in favor of the Owner.

_____
Notary Public

_____
My Commission expires

STATEMENT OF NO RESPONSE

SOLICITATION NO. C-13624

(Item 10)

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

Procurement Department
South Florida Water Management District
P.O. Box 24680, West Palm Beach, FL 33416-4680
Fax Number: (561) 681-6275

REASONS:

1. _____ Do not offer this product/service or an equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and/or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

_____

_____

The District may delete the names of those persons or businesses who fail to respond to three (3) solicitations and who fail to return this Statement, including reason(s) for non-response.

Desire to receive future District solicitations ? ❑ Yes ❑ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____)_____ DATE: _____

Certified Minority owned Business Enterprise ? ❑ Yes ❑ No

If Yes, Check (✔): ❑ Hispanic, ❑ Female, ❑ Asian, ❑ Black, ❑ Native American

Certifying Agency: _____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
CONSTRUCTION CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: **Name:** **Address:** **Contact Person:** **Telephone No:** ( ) - **Fax No:** ( ) - **Hereinafter referred to as: CONTRACTOR**	**This number must appear on all Invoices and Correspondence** **C-13624** **M/WBE Participation:** 0% **CONTRACT TIME:** 120 DAYS **LIQUIDATED DAMAGES:** **$500.00** **EFFECTIVE DATE:** NOTICE TO PROCEED

PROJECT TITLE: G-94A REPAIR, PALM BEACH COUNTY, FLORIDA

The following document is attached hereto and made a part of this CONTRACT: General Terms

The following documents are also made a part of this CONTRACT:

General Conditions General Requirements Supplemental Conditions Bonds & Insurance	Bidding Documents • RFB and Addenda • Bid • M/WBE documents	Technical Specifications Drawings Post Award Forms

TOTAL CONTRACT AMOUNT: **Multi-Year Funding (If Applicable)** **Fiscal Year:** **Fiscal Year:** **Fiscal Year:** ***Subject to District Governing Board Annual Budget Approval**	**CONTRACT TYPE: Firm Fixed Price** **Fiscal Year:** **Fiscal Year:** **Fiscal Year:**
District Resident Engineer: **Telephone No:** ( ) - **Fax No.** ( ) -	**District Contract Administrator:** **Catherine Richards (561) 682-2813** **Fax No.:** (561) 682-6397 or (561) 681-6275
SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Procurement Division	**SUBMIT NOTICES TO THE CONTRACTOR AT:** Attention:

IN WITNESS WHEREOF, the authorized representative hereby executes this **CONTRACT** on this date, and accepts all Terms and Conditions under which it is issued.

Accepted By: _____ Signature of Authorized Representative Title: _____ Date: _____	**SOUTH FLORIDA WATER MANAGEMENT DISTRICT** Accepted By: _____ **Frank Hayden, Procurement Director** Date: _____ **SFWMD** PROCUREMENT APPROVED By: _____ Date: _____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
EXHIBIT "B"
GENERAL TERMS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **CONTRACTOR** shall furnish all equipment, tools, materials, labor and everything known and necessary and shall complete all required Work as specified in the **CONTRACT** Documents. The project for which the Work under the **CONTRACT** Documents may be the whole or only a part is generally described on Page 1 of this **CONTRACT**.

ARTICLE 2 - CONTRACT TIME/ LIQUIDATED DAMAGES

2.1 Unless extended or terminated, the period of performance of this **CONTRACT** shall commence upon the effective date of the Notice to Proceed and continue for a period as indicated on Page 1 of this **CONTRACT**, including punchlist work (Contract Time). The **CONTRACTOR** shall not proceed with work under this **CONTRACT** until a Notice to Proceed is received from the **DISTRICT**.

2.2 Time is of the essence for this **CONTRACT**. Therefore, if the **CONTRACTOR** fails, or refuses, to perform the work, or any separable part thereof, with such diligence as will insure the completion of the same, or fails, for any reason, to complete such work within the time limit specified, or any extension thereof granted, then the **CONTRACTOR** shall be liable to pay the **DISTRICT** not as a penalty, but as liquidated damages, the sum as indicated in on Page 1 of this **CONTRACT**, for each calendar day that the work remains incomplete after the expiration of the time limit specified or any extension thereof, plus any moneys which are paid by the **DISTRICT** to any other person, firm or corporation, for services rendered for the preservation or completion of the work. Such moneys shall be chargeable to the **CONTRACTOR** and shall be deducted from any moneys due said **CONTRACTOR**, or if no money is due or the amount due is insufficient to cover the amount charged, then the **CONTRACTOR** and its Surety shall be liable for said amount.

ARTICLE 3 - CONTRACT PRICE / INDEMNIFICATION

3.1 The **DISTRICT** shall pay **CONTRACTOR** for performance of the Work in accordance with the **CONTRACT** Documents on the basis of the prices indicated on the Bid Form.

The total consideration, for the full and complete performance under this **CONTRACT**, shall be as indicated on Page 1 of this **CONTRACT**, subject only to any additions and/or deductions as provided in the **CONTRACT** Documents and formally approved by the **DISTRICT**.

3.2 The consideration stated above is based upon the aggregate **CONTRACT** price submitted to the **DISTRICT**, which aggregate amount is obtained from the summation of the bid items shown in the Bid including the specific consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, to be paid by the **DISTRICT** and receipt of which is acknowledged by the **CONTRACTOR**, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification of the **DISTRICT** pursuant to Section 3.3 below.

3.3 For One Thousand Dollars and No Cents ($1000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the **CONTRACTOR** shall indemnify the **DISTRICT**, its officers, directors, board members, agents, assigns, and employees, from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work by the **CONTRACTOR**, any subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligence, active or passive, or omission of a party indemnified hereunder or whether the liability is imposed upon such indemnified party by law or regulation. This indemnification shall specifically include claims, losses or expenses which result from any of the following by the **CONTRACTOR** or its subcontractors, suppliers, agents, assigns, invitees, or employees:

(a) any breach of the **CONTRACT**;
(b) any negligent or intentional act or omission;
(c) any violation of any federal, state, or local law or

regulation;

(d) any violation of any patent, trademark, copyright law or other intellectual property law;

If the **CONTRACTOR**'s liability results from any negligence of the **DISTRICT**, then the **CONTRACTOR**'s financial liability to the DISTRICT shall be limited to five (5) times the **CONTRACT** cost or Five Million Dollars and No Cents ($5,000,000.00) whichever is the greater value. This paragraph shall survive the expiration or termination of this **CONTRACT**.

3.4 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the multi-year funding allocations for each **DISTRICT** fiscal year indicated on Page 1 of this **CONTRACT**. Funding for each applicable fiscal year of this **CONTRACT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **CONTRACT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **CONTRACT** to the contrary. The **DISTRICT** will notify the **CONTRACTOR** in writing after adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **CONTRACT**.

ARTICLE 4 - PAYMENT PROCEDURES

4.1 All pay requests shall reference the **DISTRICT'S CONTRACT** Number, and shall follow the same format as shown on the Application for Payment provided in the Bidding Documents, and shall be in accordance with the terms specified in the General Conditions.

4.2 **CONTRACTOR** shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

4.3 **DISTRICT** shall make progress payments on the basis of **CONTRACTOR'S** Applications for Payment as recommended by **RESIDENT ENGINEER**, in accordance with Article 14 of the General Conditions.

4.3.1 Prior to Substantial Completion progress payments will be in an amount equal to ninety percent (90%) of the Work completed in place, and at the option of the **DISTRICT**, the **DISTRICT** may pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work in place but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety percent (90%) of the value of the related cost for the specific item of work in place shown in the Schedule of Values regardless of the stated value of the materials or equipment. **DISTRICT** may, at its sole option, pay an amount equal to ninety percent (90%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to **DISTRICT**, as stated above for on-site stored materials. When payment to **CONTRACTOR** is made for stored materials and equipment, **CONTRACTOR** shall submit invoices marked paid by the supplier with the next month's request for payment to document that **CONTRACTOR** has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented.

4.3.2 After the work is fifty percent (50%) complete, the **CONTRACTOR** may request that the **DISTRICT** reduce the total retainage to five percent (5%) of the dollar value of the total Contract amount, provided that the **CONTRACTOR** is making acceptable progress and there is no specific cause for greater retainage. The **DISTRICT** may reinstate the retainage to ten percent (10%) if the **DISTRICT** determines, at its discretion, that the **CONTRACTOR** is not making acceptable progress, or where there is other specific cause for such withholding.

4.3.3 Upon Substantial Completion of all the Work, **DISTRICT** may at its option pay an amount sufficient to increase total payments to **CONTRACTOR** to ninety-five percent (95%) of the value of the substantially completed work.

4.4 Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, **DISTRICT** shall pay the remainder of the **CONTRACT** Price.

4.5 Any early payment discount offered by the **CONTRACTOR** shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The **DISTRICT** reserves the option to accept such early payment discounts.

ARTICLE 5 - WAIVERS

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

ARTICLE 6 - RETAINAGE IN ANTICIPATION OF LIQUIDATED DAMAGES

6.1 **DISTRICT** may withhold additional retainage if **CONTRACTOR** is behind schedule or the Work is defective, and it is anticipated by **DISTRICT** that the Work will not be completed within the **CONTRACT** Times.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

In order to induce **DISTRICT** to enter into this **CONTRACT**, **CONTRACTOR** makes the following representations:

7.1 **CONTRACTOR** has familiarized itself with the nature and extent of the **CONTRACT** Documents, Work, locality, weather, and with all local conditions and federal, state and local laws, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work.

7.3 **CONTRACTOR** has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as the **CONTRACTOR** deems necessary for the performance of the Work at the **CONTRACT** Price, within the **CONTRACT** Times and in accordance with the other terms and conditions of the **CONTRACT** Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.

7.4 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the **CONTRACT** Documents.

7.5 **CONTRACTOR** has given the **DISTRICT** written notice of all conflicts, errors or discrepancies that it has discovered in the **CONTRACT** Documents and the written resolution thereof by **DISTRICT** is acceptable to **CONTRACTOR**.

ARTICLE 8 - REMEDIES

8.1 If either party initiates legal action, including appeals, to enforce this **CONTRACT**, the prevailing party shall be entitled to recover a reasonable attorney's fee, costs and expenses of litigation, based upon the fair market value of the services provided.

ARTICLE 9 - STANDARDS OF COMPLIANCE

9.1 The **CONTRACTOR**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **CONTRACT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **CONTRACTOR**, upon request, as to any such laws of which it has present knowledge.

9.2 The **CONTRACTOR** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **CONTRACT**. The **CONTRACTOR** shall take all measures necessary to effectuate these assurances.

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

9.4 **CONTRACTOR** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this **CONTRACT**. Further the **CONTRACTOR** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **CONTRACT**. For breach of this provision, the **DISTRICT** may terminate this **CONTRACT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9.5 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither he, nor any of his suppliers, subcontractors, or consultants who shall perform Work which is intended to benefit the **DISTRICT**, is a convicted vendor or, if the **CONTRACTOR** or any affiliate of the **CONTRACTOR** has been convicted of a public entity crime, a period longer than thirty-six (36) months has passed since that person was placed on the convicted vendor list. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either voidable by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

9.6 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONTRACTOR**. Therefore, as the **DISTRICT'S CONTRACTOR** for this project, the **CONTRACTOR** assures the **DISTRICT** that the **CONTRACTOR**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **CONTRACTOR** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONTRACTOR** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **CONTRACT**.

ARTICLE 10 - MBE UTILIZATION

10.1 MBE Utilization. The **DISTRICT** actively encourages the participation of Minority Business Enterprises (MBE's) in the **DISTRICT's** procurement and contracting activity in accordance with **DISTRICT** Rule 40E-7, Part 6, F.A.C. ("MBE Rule").

As consideration for being awarded this **CONTRACT** Contractor agrees to maintain the level of MBE participation agreed upon and as indicated on Page 1 of this **CONTRACT**.

The **CONTRACTOR** should take all necessary and reasonable steps to achieve and maintain its MBE utilization commitment. At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the MBE utilization under this **CONTRACT** and may request the **CONTRACTOR** to increase its efforts and volume of awards to certified MBE firms relative to the agreed upon commitment.

At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the MBE status of the **CONTRACTOR** and/or any and all of its subcontractor(s). The **CONTRACTOR** shall notify the **DISTRICT** immediately of any change in business ownership, management, or control of the **CONTRACTOR** or any of its subcontractor(s), that could affect the **CONTRACTOR's** MBE status or the **CONTRACTOR's** ability to comply with the MBE requirements of this **CONTRACT**.

10.2 MBE Utilization Plan. The **CONTRACTOR** shall identify all MBE firms which will be utilized as subcontractors or joint venture partners. The

CONTRACTOR should provide proof that each firm to be utilized as an MBE prime or subcontractor is certified with the **DISTRICT**. Each subcontractor and prime shall be listed in the Utilization Plan and submitted to the **DISTRICT**. The listing of the MBE's in the Utilization Plan shall constitute the **CONTRACTOR**'s representation to the **DISTRICT** that the MBE firms are technically and financially qualified and available to perform the assigned work.
The Utilization Plan shall consist of the following **DISTRICT** forms and information as submitted by the **CONTRACTOR** in its proposal:

1. *Statement of Business Organization* form.
2. *Statement of Intent to Perform as a MBE Subcontractor* form.
3. *Schedule of Subcontractor/MinorityBusiness Enterprise (MBE) Participation* form.
4. Joint Venture Agreement (if applicable).
5. Proof of **DISTRICT** certification.

Items (1) through (5) above are hereinafter collectively referred to as the "MBE Plan".

10.3 Subcontractor Substitution. The **CONTRACTOR** must receive written approval from the **DISTRICT's** Equity in Contracting Section prior to substituting an MBE subcontractor for any reason, or otherwise modifying the MBE Plan as defined above. The **CONTRACTOR** must submit to the **DISTRICT** an amended version of the following:

1. *Schedule of Subcontractor/Minority Business Enterprise (MBE) Participation* form.
2. *Statement of Intent to Perform as a MBE Subcontractor* form for **each** substitute firm.

10.4 Invoicing. The **CONTRACTOR** agrees to submit with each invoice, a completed MBE Utilization Report form, attached hereto as Exhibit "E" and made a part of this **CONTRACT**. The **CONTRACTOR** understands that each MBE utilized for the **CONTRACT** must be certified by the **DISTRICT**. The **CONTRACTOR** shall submit a completed Final MBE Utilization Report form, attached hereto as Exhibit "F" and made a part of this **CONTRACT**, with the final invoice.

10.5 Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the MBE Rule. During the term of the **CONTRACT**, the **CONTRACTOR** shall comply with the MBE Utilization Plan which can only be amended with the prior written approval from the **DISTRICT's** Equity in Contracting Section. Compliance for use of MBE's shall include tasks and proportionate dollar amounts throughout the term of the **CONTRACT**, including amendments, change orders, and work orders. The **CONTRACTOR** shall maintain the level of MBE utilization as established in the **CONTRACTOR's** MBE Plan. Failure to comply with the MBE requirements of this **CONTRACT** will be considered a material breach of CONTRACT, and may also subject Contractor to compliance provisions of the MBE Rule, including suspension or debarment.

To ensure that all MBE requirements under this **CONTRACT** are met, the **CONTRACTOR's** MBE efforts throughout the performance of the **CONTRACT** shall be reviewed by the **DISTRICT**. The **CONTRACTOR** shall advise the **DISTRICT** of any situation in which regularly scheduled payments are not made to any MBE subcontractor(s).

10.6 Prohibition of Not-To-Compete Agreements. The **CONTRACTOR** is prohibited from entering into any agreements with an MBE subcontractor in which the MBE subcontractor promises not to provide subcontracting quotations to other respondents/bidders or potential respondents/bidders.

10.7 Records. The **CONTRACTOR** shall maintain records, and information necessary to document compliance with **CONTRACT** requirements, and the **DISTRICT** shall have the right to inspect such records.

MBE certification suspension or debarment of firms for activity contrary to the Program, as defined in **DISTRICT** Rule 40E-7.621 (11), F.A.C. and the appeal process, shall be carried out pursuant to **DISTRICT's** MBE Rule.

ARTICLE 11 - RELATIONSHIP BETWEEN THE PARTIES

11.1 The **CONTRACTOR** is an independent **CONTRACTOR** and is not an employee or agent of the **DISTRICT**. Nothing in this **CONTRACT** shall be interpreted to establish any relationship, other than that of

an independent **CONTRACTOR**, between the **DISTRICT** and the **CONTRACTOR**, its employees, agents, subcontractors, or assigns, during or after the performance of this **CONTRACT**. The **CONTRACTOR** is free to provide similar services to others.

11.2 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT**.

ARTICLE 12 - TAX EXEMPTION

12.1 The **DISTRICT** is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The **CONTRACTOR**, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the **CONTRACTOR** to suppliers for taxes on materials used to fulfill its contractual obligations with the **DISTRICT**.

12.2 The **CONTRACTOR** shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this **CONTRACT**.

ARTICLE 13 - RECORDS

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

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

(b) Examination of records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **CONTRACT**. Such examination may be made only within five (5) years from the date of final payment under this **CONTRACT** and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this **CONTRACT** shall be made available until a final disposition has been made of such litigation, appeals or claims.

(c) Cost and pricing data: The **CONTRACTOR**, by executing this **CONTRACT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **CONTRACTOR** agrees that the **DISTRICT** may adjust the consideration for this **CONTRACT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the termination of this **CONTRACT**.

(d) Applicability to Authorized Agents: In the event that any of the Work is delegated by the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to include in any such contract a provision requiring such vendor, contractor, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 13.

ARTICLE 14 - PUBLIC ACCESS

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

ARTICLE 15 - CONTRACT DOCUMENTS

15.1 The **CONTRACT** Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference, shall become a part of the **CONTRACT** as though physically attached as a part thereof:

(a) Change Orders, Amendments
(b) Field Orders
(c) Contract
(d) Supplemental Conditions.
(e) General Conditions
(f) General Requirements

(g) Performance and Payment Bonds and Insurance
(h) Bidding Documents, including but not limited to: Request for Bids Instructions to Bidders, Bid Bonds, Bid, and M/WME Utilization Plan, PROVIDED, however that no exceptions to the **DISTRICT'S** Specifications, whether stated or implied in the **CONTRACTOR's** Bid, shall be allowed EXCEPT as shall be itemized, listed, approved by the **DISTRICT** and recorded as written addenda with the **DISTRICT** as a supplement to this **CONTRACT**.
(i) Drawings
(j) Figure Dimensions
(k) Scale Dimensions

Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

ARTICLE 16 - NOTICES

16.1 All notices, demands, or other communications to the **CONTRACTOR** under this **CONTRACT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested.

All notices to the **DISTRICT** under this **CONTRACT** shall be in writing and sent by certified mail.
16.2 The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **CONTRACT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

16.3 All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT's CONTRACT** Number.

ARTICLE 17 - MISCELLANEOUS

17.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

17.2 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT.** Any attempted assignment in violation of this provision shall be void.

17.3 **DISTRICT** and **CONTRACTOR** each binds itself, partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the **CONTRACT** Documents.

17.4 This **CONTRACT** states the entire under-standing between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The **CONTRACTOR** recognizes that any representations, statements or negotiations made by **DISTRICT** staff or **DISTRICT** consultants, do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing, approved, and signed by an authorized **DISTRICT** representative. This **CONTRACT**, once properly executed, shall bind the parties, their assigns, and successors in interest.

17.5 This **CONTRACT** may be amended only with the prior written approval of the parties.

17.6 The **CONTRACTOR** fully understands and agrees that the **DISTRICT** shall not pay for any obligation or expenditure made by the **CONTRACTOR** prior to the commencement date of this **CONTRACT**, unless the **DISTRICT** authorizes such payment in writing.

17.7 The **CONTRACTOR** shall not pledge the **DISTRICT's** credit or make the **DISTRICT** a guarantor of payment or surety for any **CONTRACT**, debt, obligation, judgment, lien, or any form of indebtedness.

17.8 Should any term or provision of this **CONTRACT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **CONTRACT**, to the extent that the **CONTRACT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

Certificate of Insurance

PROVIDED TO

South Florida Water Management District

Issue Date (MM/DD/YYYY)

AGENT/BROKER:Name/Address/Telphone/Fax Number	COMPANIES AFFORDING COVERAGE AND BEST RATING	
	COMPANY LETTER A	COMPANY LETTER D
INSUREDS: Name/Address/Telphone/Fax Number	COMPANY LETTER B	COMPANY LETTER E
	COMPANY LETTER C	COMPANY LETTER F
Required Coverage Identified by Letters with [X]		

	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIST DEDUCTIBLE SIR LIMIT	LIABILITY LIMIT PER OCCURRENCE
[X] A	**GENERAL LIABILITY** [X] COMPREHENSIVE FORM [X] PREMISES/OPERATIONS [X] XCU COVERAGE [X] PRODUCTS/COMPLETED [X] CONTRACTUAL [X] INDEPENDENT CONTRACTORS [X] BROAD FORM PROPERTY [X] PERSONAL INJURY	#	__/__/__	__/__/__	$	B1 & PD Combined $500,000
[X] B	**AUTOMOBILE LIABILITY** [X] ANY AUTO	#	__/__/__	__/__/__	$	B1 & PD Combined $500,000
[X] C	**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**	#	__/__/__	__/__/__	$	STATUTORY LIMIT IN THOUSANDS $100 (Each Accident) $500 (Disease-Policy Limit) $100 (Disease-Each Employee)

C-13624 Note : South Florida Water Management District shall be included as Additional Insured under GENERAL LIABILITY, AUTOMOBILE LIABILITY

Certificate Holder

South Florida Water Management District
P. O. Box 24680 West Palm Beach,
FL 33416-4680

Attention: Catherine E. Richards

Should any of the above coverage be cancelled or modified, the Insurance Agent shall notify the Certificate Holder thirty(30) days prior to the effective date of said change. I certify that I have a Certificate of Authority to write insurance in the State of Florida.

Authorized Representative _____

Date _____

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that_____ as Principal, herewith called CONTRACTOR, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to South Florida Water Management District, as Obligee, herein called DISTRICT, in the amount of _____Dollars ($_____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and DISTRICT, for the following:

Contract Number: C-13624
Contract Title: G-94A Repair, Palm Beach County, Florida
General Description of Project: The G-94A structure is a 2-72 inch corrugated metal culvert with two slide gates. It is located on the east side of Conservation Area 1 approximately 2.9 miles north of the Loxahatchee Wildlife Refuge on the L40 levee. Inspections performed by the District's Operations and Maintenance staff revealed that the structure's physical condition has deteriorated beyond its normal usefulness. If the structure failed, Lake Worth Drainage District could lose ability to supply water. Hence, the structure will be replaced-in-kind.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays DISTRICT all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that DISTRICT sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays DISTRICT and all other amounts due DISTRICT by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Owner. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this ____day of _____, 20____.

Legal Form Approved:

_____

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ Signature of Individual

By: _____ (Witness)

WHEN A **PARTNERSHIP**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ Partner

By: _____ (Witness)

WHEN THE PRINCIPAL IS A **CORPORATION**:
ATTEST:
(Corporate Seal)

_____ (Type Corporate Principal Name)

By: _____ President

By: _____ (Secretary)

SURETY:
ATTEST:
(Surety Seal)

_____ (Type Corporate Surety Name)

By: _____ SURETY

By: _____ (Secretary)

_____ (Type Florida Resident's Name)

By: _____ Florida Resident Agent

ATTORNEY-IN-FACT

By: _____ (Type)

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.
NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.
NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

STATUTORY PAYMENT BOND

BY THIS BOND, know that_____ as Principal, herewith called CONTRACTOR, Business Address _____, Business Phone _____, and _____, as _____, hereinafter called SURETY, Surety Address _____, Surety Phone Number _____, are bound to South Florida Water Management District, as Obligee, herein called DISTRICT, in the amount of Dollars ($_____) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and DISTRICT, for the following:

Contract Number: C-13624
Contract Title: G-94A Repair, Palm Beach County, Florida
General Description of Project: The G-94A structure is a 2-72 inch corrugated metal culvert with two slide gates. It is located on the east side of Conservation Area 1 approximately 2.9 miles north of the Loxahatchee Wildlife Refuge on the L40 levee. Inspections performed by the District's Operations and Maintenance staff revealed that the structure's physical condition has deteriorated beyond its normal usefulness. If the structure failed, Lake Worth Drainage District could lose ability to supply water. Hence, the structure will be replaced-in-kind.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the DISTRICT.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____day of_____, 20____.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:
Signed, sealed and delivered in the presence of:

By: _____
(Witness)

By: _____
(Individual Principal)

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ (Witness)

By: _____ Signature of Individual

WHEN A **PARTNERSHIP**:
Signed, sealed and delivered in the presence of:

By: _____ (Witness)

By: _____ (Witness)

By: _____ Partner

WHEN THE PRINCIPAL IS A **CORPORATION**:
ATTEST:
(Corporate Seal)

_____ (Type Corporate Principal Name)

By: _____ (Secretary)

By: _____ President

SURETY:
ATTEST:
(Surety Seal)

_____ (Type Corporate Surety Name)

By: _____ (Secretary)

By: _____ Florida Resident Agent

By: _____ SURETY

_____ (Type Florida Resident's Name)

_____ Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: _____ (Type)

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.
NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

AFFIDAVIT FOR SURETY COMPANY

TO: South Florida Water Management District

RE: CONTRACT NUMBER: C-13624
CONTRACT TITLE: G-94A Repair, Palm Beach County, Florida

CONTRACTOR:

Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____

SURETY COMPANY:

Name: _____
Address: _____
Telephone: _____

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn and says:

(1) He/She is _____ of the Surety Company;
(Officership)

(2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:

a) The Surety Company is licensed to do business in the State of Florida;

b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;

c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance code at the time the invitation to bid is issued;

d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and

e) The Surety Company holds a currently valid certificate of authority issued by the United Stated Department of Treasury under 31 U.S.C. ss. 9304 to 9308.

FURTHER AFFIANT SAYETH NOT.

_____

Dated Signed Signature of AFFIANT (Officer of Surety Company)

_____

Title of AFFIANT

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____, who, being duly sworn, executed this Affidavit and acknowledged to and before me the truthfulness and accuracy of the statements in the Affidavit.

SWORN TO AND SUBSCRIBED before me this _____day of _____, 20_____, by AFFIANT, who is personally known to me.

By: _____

Name: _____

NOTARY PUBLIC

Commission Expiration Date: _____

MAINTENANCE BOND

BY THIS BOND, know that _____, as principal, hereinafter called CONTRACTOR and _____, hereinafter called SURETY are bound to South Florida Water Management District, as Obligee, herein called DISTRICT in the amount of $_____(10% of final contract price) for payment of which the CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written contract entered into by CONTRACTOR and DISTRICT, for the following:

WHEREAS, CONTRACTOR has constructed certain improvements pursuant to Contract No. C-13624 in that certain project described as the G-94A structure, a 2-72 inch corrugated metal culvert with two slide gates. Project is located on the east side of Conservation Area 1 approximately 2.9 miles north of the Loxahatchee Wildlife Refuge on the L40 levee. Inspections performed by the District's Operations and Maintenance staff revealed that the structure's physical condition has deteriorated beyond its normal usefulness. If the structure failed, Lake Worth Drainage District could lose ability to supply water. Hence, the structure will be replaced-in-kind; and

WHEREAS, CONTRACTOR is obligated to protect the DISTRICT against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of one (1) year from _____, 19___; and

NOW THEREFORE, the conditions of this obligation is such that if CONTRACTOR shall promptly and faithfully protect the DISTRICT against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of one (1) year from _____, 19__, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The DISTRICT shall notify the CONTRACTOR in writing of any defect for which the CONTRACTOR is responsible and shall specify in said notice a reasonable period of time within which CONTRACTOR shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the CONTRACTOR fails to perform, within the time specified, the SURETY, upon thirty (30) days written notice from the DISTRICT, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the DISTRICT, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plans shall have the right to resort to any and all legal remedies against the CONTRACTOR and SURETY and either, both at law and in equity, including specifically, specific performance to which the CONTRACTOR and SURETY unconditionally agree.

The CONTRACTOR and SURETY further jointly and severally agree that the DISTRICT at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the CONTRACTOR shall fail or refuse to do so, and in the event the DISTRICT should exercise and give effect to such right, the CONTRACTOR and the SURETY shall be jointly and severally obligated hereunder to reimburse the DISTRICT the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the CONTRACTOR to correct said defect.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 19__.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ (Witness)

By:_____ (Individual Contractor)

_____ (Witness)

_____ Business Address

WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ (Witness)

_____ Business Name and Address

_____ (Witness)

By:_____ Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the
Presence of:

_____
(Witness)

_____
Name and Address of Partnership

_____
(Witness)

By:_____
Partner

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

(Corporate Seal)

_____
(Corporate CONTRACTOR Name)

_____
Business Address

_____
Secretary

By:_____
President

ATTEST:

(SURETY Seal)

_____
(Corporate SURETY)

_____
Business Address

_____
(Secretary)

By:_____
(SURETY)

_____
Florida Resident Agent

ATTORNEY-IN-FACT

By:_____

Name:_____
(Type)

NOTE 1: SURETY shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the CONTRACTOR and SURETY are Corporations, the respective Corporate Seals shall be affixed and attached.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Maintenance Bond on behalf of SURETY.