



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH:</p> <p>Name: Aquatic Vegetation Control, Inc. Address: 1860 W. 10th Street Riviera Beach, FL 33404</p> <p>Project Manager: Mr. Salvador Medina Telephone No: (561) 845-5525 Email: tolson@avcaquatic.com</p> <p>Hereinafter referred to as: Contractor</p>	<p>This number must appear on all Invoices and Correspondence Contract 4600004255 PO 950000</p> <p>SUBMIT INVOICES TO THE DISTRICT AT:</p> <p style="text-align: center;"><u>apinvoice@sfwmd.gov</u></p> <p>Include Utilization Reports with all invoices and a copy to <u>SBEP@sfwmd.gov</u></p> <p>SBE PARTICIPATION: Contractor commits to meet Small Business Enterprise goals to be assigned to Work Orders during the course of the contract; goals shall not exceed 25%.</p>												
<p>PROJECT TITLE: GROUND APPLICATION SERVICES</p>													
<p>The following Exhibits are attached hereto and made a part of this Contract:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Exhibit "A" - General Terms and Conditions</td> <td style="width: 50%;">Exhibit "G" - Unassigned</td> </tr> <tr> <td>Exhibit "B" - Statement of Work</td> <td>Exhibit "H" - Insurance Requirements</td> </tr> <tr> <td>Exhibit "C" - Rate Schedule</td> <td>Exhibit "I" - Sample Work Order</td> </tr> <tr> <td>Exhibit "D" - Unassigned</td> <td>Exhibit "J" - Unassigned</td> </tr> <tr> <td>Exhibit "E" - SBE Participation Schedules</td> <td>Exhibit "K" - Unassigned</td> </tr> <tr> <td>Exhibit "F" - SBE Utilization Report Forms</td> <td>Exhibit "L" - Unassigned</td> </tr> </table>		Exhibit "A" - General Terms and Conditions	Exhibit "G" - Unassigned	Exhibit "B" - Statement of Work	Exhibit "H" - Insurance Requirements	Exhibit "C" - Rate Schedule	Exhibit "I" - Sample Work Order	Exhibit "D" - Unassigned	Exhibit "J" - Unassigned	Exhibit "E" - SBE Participation Schedules	Exhibit "K" - Unassigned	Exhibit "F" - SBE Utilization Report Forms	Exhibit "L" - Unassigned
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<p>TOTAL CONTRACT AMOUNT \$90,000,000.00 CONTRACT TYPE: Work Order</p>													
<p>Multi-Year Funding (If Applicable)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Fiscal Year: Oct. 1, 2020 – Sept. 30, 2021</td> <td style="width: 25%;">\$18,000,000.00*</td> <td style="width: 25%;">Fiscal Year: Oct. 1, 2023 – Sept. 30 – 2024</td> <td style="width: 25%;">\$18,000,000.00*</td> </tr> <tr> <td>Fiscal Year: Oct. 1, 2021 – Sept. 30, 2022</td> <td>\$18,000,000.00*</td> <td>Fiscal Year: Oct. 1, 2024 – Sept. 30 – 2025</td> <td>\$18,000,000.00*</td> </tr> <tr> <td>Fiscal Year: Oct. 1, 2022 – Sept. 30, 2023</td> <td>\$18,000,000.00*</td> <td>Fiscal Year:</td> <td></td> </tr> </table> <p>*Subject to District Governing Board Annual Budget Approval</p>		Fiscal Year: Oct. 1, 2020 – Sept. 30, 2021	\$18,000,000.00*	Fiscal Year: Oct. 1, 2023 – Sept. 30 – 2024	\$18,000,000.00*	Fiscal Year: Oct. 1, 2021 – Sept. 30, 2022	\$18,000,000.00*	Fiscal Year: Oct. 1, 2024 – Sept. 30 – 2025	\$18,000,000.00*	Fiscal Year: Oct. 1, 2022 – Sept. 30, 2023	\$18,000,000.00*	Fiscal Year:	
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<p>CONTRACT TERM: 3 Years EFFECTIVE DATE: October 1, 2020</p>													
<p>RENEWAL OPTIONS: Two One-Year Renewal Options</p>													
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<p>SUBMIT NOTICES TO THE DISTRICT AT: South Florida Water Management District Procurement Bureau 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>SUBMIT NOTICES TO THE CONTRACTOR AT: Aquatic Vegetation Control, Inc. 1860 W. 10th Street Riviera Beach, FL 33404</p>												
<p>IN WITNESS WHEREOF, the authorized representative hereby executes this Contract on this date, and accepts all Terms and Conditions under which it is issued.</p>													
<p>AQUATIC VEGETATION CONTROL, INC.</p> <p>Accepted By: _____ Signature of Authorized Representative</p> <p>Title: <u>President</u></p> <p>Date: <u>9/16/2020</u></p>	<p style="text-align: center;">SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD</p> <p>Accepted By: _____ Drew Bartlett, Executive Director</p> <p>Date: <u>10/8/20</u></p> <p>Accepted By: _____ Candida Heater, Director Administrative Services Division</p> <p>Date: <u>October 6, 2020</u></p> <p>SFWMD OFFICE OF COUNSEL APPROVED AS TO LEGAL FORM: By: Date: <u>9/15/2020</u></p> <p>SFWMD PROCUREMENT APPROVED By: Date: <u>09/14/2020</u></p>												



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 1 - The Work

1.1 Services Provided. The Contractor shall, to the satisfaction of the District, fully and timely perform all work items described in Exhibit B "Statement of Work" (the "Work"). It is the Contractor's responsibility to advise its employees or hired workers of the nature of the Work and Contractor may determine the method, details and means of performing the Work.

1.2 Work Orders. Exhibit I is a sample Work Order cover page. As actual services are identified by the District, the Contractor shall, upon request, prepare and submit to the District a detailed technical and cost proposal. Contractor shall include in its cost proposal a detailed breakdown adequate to substantiate all Contractor costs, including labor and expenses and shall incorporate any established rates specified in Exhibit C. The price negotiated by the parties for each Work Order will be the maximum consideration paid by the District for each authorized Work Order. Contractor must not commence any work prior to receipt of an authorized Work Order. The District does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this Contract. Contractor bears all risk of loss for its own cost overruns.

A. The District will only award a Work Order if:

- (1) The Statement of Work and the price is advantageous to the District in its sole discretion;
- (2) Qualified personnel are available within the required time frames;
- (3) Contractor has not had unsatisfactory performance on previous Work Order(s) issued by the District; and
- (4) Contractor complies with the Small Business Enterprise provisions in Article 10 of this Contract.

B. The District has the right to make unilateral changes to any Work Order without the consent of the Contractor. The District may cancel any Work Order without liability to Contractor other than payment for Work accepted by the District up through the effective date of cancellation. The District may cancel a Work Order by providing 30 days advance written notice to the Contractor. The District may issue a Work Order revision at any time without providing 30 days written notice.

1.3 Substantiate Work. As part of the services to be provided by the Contractor under this Contract, the Contractor shall substantiate, in whatever forum reasonably requested by the District, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The Contractor shall also substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the Contract. This paragraph shall survive the expiration or termination of this Contract.

1.4 Time is of the Essence. Time is of the essence in the performance of each and every obligation under this Contract.

1.5 Presentations by Contractor. Contractor shall submit any manuscripts, technical publications, presentation slides or other documents resulting from or related to the Work performed under this Contract

to the District for review and approval prior to publication by the Contractor in any forum or format. This paragraph shall survive the expiration or termination of this Contract.

1.6 Use of Data. Any use of data gathered under this Contract that has not been through the quality assurance/quality control validation described in Exhibit B will be at the Contractor's own risk and shall not make reference to the District. This paragraph shall survive the expiration or termination of this Contract.

1.7 A. Cultural Resources. If applicable, the District will identify known historic, archeological and cultural resources within the Contractor's work area(s) and the District will designate it as a "sensitive environmental area" in the Work Order. If so designated, the Contractor shall install protection for and avoid actions to disturb these resources and is responsible for their preservation during the Work Order's duration. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

B. Inadvertent Discoveries. If, during the performance of Work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the District so that the appropriate staff may be notified and a determination for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction or disturbance of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources. Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall work well away from and otherwise avoid the area of interest.

1.8 Use by Other Florida Governmental Entities. Contractor may provide services to other governmental entities pursuant to the terms and conditions of this Contract. These governmental entities include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that uses Contractor services pursuant to this paragraph.

Article 2 - Work Involving District Facilities or Equipment

2.1 Policy Code Acknowledgement. In the event Contractor's employees or hired workers are authorized to perform services on-site at District facilities or using District equipment, the Contractor must comply with all applicable District policies and standards of conduct listed in Attachment 1 to Exhibit A titled "Contractor Policy Code Acknowledgment." Contractor shall require each individual performing work to execute the Attachment 1 form.

2.2 Background Checks. The Contractor shall conduct thorough background checks for all of the Contractor's employees or hired workers who will be working on any District site. Prior to contract execution, Contractor shall submit Attachment 2 to Exhibit A titled, "Contractor's Affidavit, Work Involving District Facilities or Equipment" to certify compliance with Article 2. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with Section 11.5. After reviewing the results of the background check, the Contractor shall determine whether the Contractor's employee and/or

hired worker meets the necessary criteria for the position. Prior to allowing any employees or hired workers to work on-site at District facilities, the Contractor must provide written verification to the District that a complete background check, as described above, was conducted for any such employee or hired worker. The Contractor shall recertify compliance of the Contractor Affidavit every three months or until expiration of the contract. The Contractor shall advise the District of any potential violation of the compliance of the Affidavit. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement.

2.3 District Critical Structures. If the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor shall ensure that those individuals must complete a fingerprint-based criminal history check, pursuant to Section 373.6055, Florida Statutes in order to qualify for such unrestricted access. Fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the District. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a District critical structure(s) are outlined under Section 373.6055, Florida Statute. If a Contractor or subcontractor's employees or agents will only have access to District critical structures when accompanied by appropriate District staff, a fingerprint-based criminal history check is not required.

2.4 Access Keys. In the event the District provides the Contractor with keys to access any District structures or Rights-of-Way through its key permitting system, the District will require a deposit for the keys. If the Contractor loses any keys provided by the District, the District may assess the Contractor for its costs to replace the keys and the locks and may deduct it from the amount the District owes to the Contractor for the Work or may subtract these costs from the deposit, if one is collected. Repeated loss of keys may also be used as a basis for deeming the Contractor as non-responsible in any bid or proposal.

2.5 ID Badges. In the event that the District provides the Contractor with an identification badge to access any District office, structure or Right-of-Ways through its badge access system, Contractor will use its best efforts to safeguard the identification badge throughout the period of performance of this contract/purchase order. Contractor shall be required to return the identification badge to the District's Security Office immediately upon completion of work or termination of its contract/purchase order with the District. Should the Contractor lose the identification badge provided by the District, Contractor shall immediately report the loss to the District. District will determine, at that time, if a replacement identification badge may be reissued. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement. Repeated loss of identification badge or failure to return identification badge upon completion of work or termination of its contract/purchase order with the District, shall result in Contractor breach of its contract/purchase order and/or may be used as a basis for deeming the Contractor as non-responsible in conjunction with bid or proposal submissions. This paragraph shall survive the expiration or termination of this contract.

Article 3 - Compensation

3.1 Annual Funding. Funding for each year of this Contract is subject to District Governing Board budget appropriation. If the Governing Board does not approve funding for any subsequent fiscal year, this Contract will terminate immediately after the District pays the last payment authorized under the current fiscal year funding.

3.2 Multiple Contracts. Multiple contracts have been awarded to other firms for the services to be provided under this Contract. The "Total Contract Amount" stated on the cover page of this Contract

represents funding that may be used among the multiple contracts awarded by the District and in no way represents the amount to be paid under this Contract through any Work Order(s) that may be issued throughout the Contract term.

Article 4 - Invoicing and Payment

4.1 The Contractor shall submit the invoices pursuant to the schedule outlined in the Payment and Deliverable Schedule detailed in the Statement of Work. In the event the schedule does not specify fixed payment on a completion of deliverable basis, all labor shall be invoiced using the hourly rates specified by labor category in the Exhibit C, Rate Schedule. All invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices in accordance with Attachment 1 to Exhibit C. Absence of proper documentation may result in non-payment or audit and return of prior payments. Any travel authorized by the District shall be reimbursed in accordance with the applicable sections of Chapter 112, Florida Statutes and in accordance with Article 3.1 above.

4.2 Invoice Requirements. Contractor shall send its invoices and any attachments (see Statement of Work) to APIInvoice@sfwmd.gov and a copy to the District Project Manager. All invoices must reference the Contractor's legal name as authorized to do business with the State of Florida; District's Contract Number, Purchase Order (PO) Number and Work Order Number as specified on the cover/signature page of the Work Order; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. Contractor shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Contractor's name and the PO number; 3) provide all required attachments with the invoice file including the Small Business Utilization Reports as described in Article 10.4, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the Contractor must provide the above to the following address:

*South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682*

Contractor must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Contract in order to receive prompt payment by the District as described in the applicable sections of Chapter 218, Florida Statutes. Contractor's failure to follow the instructions set forth in the Contract regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

4.3 Contract Commencement. Unless otherwise stated herein, the District shall not pay for any obligation or expenditure made by the Contractor prior to the commencement date of this Contract or prior to receipt of authorized Work Order(s), unless the District authorizes such payment in writing.

4.4 Early Payment Discounts. Any early payment discount offered by the Contractor must 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 - Notice and Project Management

5.1 Notice. The parties shall direct all technical matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the Contract for attempted resolution or action. The Project Managers are responsible for overall coordination and oversight relating to the performance of this Contract. The Contractor shall direct all administrative matters, including invoices and notices, to the attention of the District's Contract Specialist listed on the cover/signature page of the Contract. All notices under this Contract shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail to the respective addresses specified on the cover/signature page of the Contract. 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. All correspondence to the District under this Contract shall reference the Contract Number stated on the cover/signature page of the Contract.

5.2 Replacing Personnel. At its sole discretion, the District may order the immediate replacement of any individual(s) working for the Contractor on this Contract. The District may take this action without providing a reason for requesting the replacement of any individual(s). The Contractor may propose a replacement for the individual(s), subject to District approval. The Contractor will place the above language in any contract that it has with subcontractors. The Contractor will enforce the replacement of subcontractor personnel upon request by the District.

Article 6 - Indemnification and Insurance

6.1 Indemnification. The Contractor will fully defend, indemnify, save, and hold the District, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees, arising out of or in any way related to this Contract. The Contractor is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract. This paragraph survives the termination or expiration of this Contract.

6.2 Insurance. The Contractor shall procure and maintain, through the term of this Contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the District's Insurance Requirements, attached as Exhibit H and made a part of this Contract. The coverage required shall extend to all employees and subcontractors of the Contractor. Prior to the execution of this Contract, the Contractor shall provide a Certificate of Insurance for such coverage to the District for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the District as added insured as required.

The Respondent shall indemnify as well as identify the SFWMD, Cemex Construction Materials Florida, LLC, Florida Rock Industries, Inc. d/b/a Vulcan Materials Company, APAC Southeast, Inc. d/b/a Preferred Materials, Inc., Tarmac American, LLC d/b/a Titan America, LLC and any other lands not owned by the District as an additional insured on all insurance policies required by SFWMD upon Contract execution.

Mr. Brandon Blue
Cemex Construction Materials Florida, LLC
13292 N.W. 118th Avenue
Miami, FL 33178

Mr. Michael O'Berry
Florida Rock Industries, Inc. d/b/a Vulcan
P.O Box 4667
Jacksonville, FL 32201

Mr. Gary Yelvington
APAC Southeast, Inc. d/b/a Preferred Materials, Inc.
Conrad Yelvington Distr.
2326 Bellevue Avenue
Daytona Beach, FL 32114

Mr. William Kissel
Tarmac American LLC d/b/a Titan America,
LLC
11000 Northwest 121 Way
Medley, FL 33178

6.3 Misrepresentations about Insurance. Contractor must obtain an insurer that is qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Contractor that the certificate of insurance does not meet the Contract requirements shall not constitute a waiver of the Contractor's responsibility to meet the stated requirement. In addition, receipt and acceptance of the Certificate of Insurance by the District shall not relieve the Contractor from responsibility for adhering to the insurance limits and conditions of insurance required within this Contract. In the event Contractor misrepresents any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies or capabilities, the District may terminate this Contract.

6.4 Termination by the District for Cause. If the Contractor materially fails to fulfill its obligations under this Contract, the District will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Contractor has thirty (30) days to cure the breach. If the Contractor fails to cure the breach within the thirty (30) day period, the District will issue a Termination for Default Notice. After the District sends a Termination for Default Notice, the District's Governing Board will determine whether the Contractor should be suspended from doing future work with the District as provided in Rules 40E-7.214 – 40E-7.219, Florida Administrative Code. If the District terminates for default, the District is entitled to recover its procurement costs in addition to all other legal remedies.

6.5 Work Order Termination by the District for Cause. Should the services provided by the Contractor fail to meet the expectations of the District's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the District, to correct all deficiencies in the Contractor's services under the Work Order. All corrections shall be made to the satisfaction of the District Project Manager. Inability to correct all deficiencies within the specified ten (10) days shall be good and sufficient cause to immediately terminate the Work Order without the District being liable for any and all future obligations under the Work Order as determined by the District at its sole discretion. The District, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized that the District can use to complete the Work.

6.6 Termination by the District for Convenience. The District may terminate this Contract in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the Contractor. The Notice of Termination will specify what work is terminated and the date upon which the termination becomes effective. In the event of termination for convenience, the District shall compensate the Contractor for all authorized and accepted deliverables completed through the date of termination. The District will be relieved of all future obligations under this Contract, including but not limited to actual damages and consequential damages, lost profits and any alleged delay damages. The District may withhold all payments to the Contractor until the District verifies the work completed and determines the exact amount due to the Contractor.

6.7 Mediation. In the event a dispute arises which the project managers cannot resolve between themselves, the parties may submit to nonbinding mediation. The mediator shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.8 Stop Work. The District may order that all or part of the work stop if the District determines that it is in its best interest. This provision does not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Contractor to the District. If this provision is invoked, the District shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the District. If the District elects to resume the work, it will initiate an amendment to this Contract or Work Order to reflect any changes to the Statement of Work and the project schedule.

Article 7 - Records and Ownership

7.1 Records Maintenance. 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 (5) years from completing performance and receiving final payment under this Contract. Contractors shall retain GPS tracks for five (5) years from project completion.

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.

C. Extended Availability of Records for Legal Disputes. In the event that the District should become involved in a legal dispute with a third party arising from performance under this Contract, the Contractor shall extend the period of maintenance for all records relating to the Contract until the final disposition of the legal dispute, and all such records shall be made readily available to the District.

D. Audit Findings. In the event the District exercises its right hereunder to audit the Contractor's financial and accounting records within a period of one (1) year following the completion or termination date of this Contract, and such audit results in the proper disallowance of costs based on the auditor's finding(s), the Contractor shall be obligated to refund the District for such disallowances upon demand. At its option, the District shall also have the right to reduce payments due to the Contractor under this Contract by the amount of any disallowance resulting from audits conducted under this Contract.

E. 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 8.

7.2 Public Records. Contractor's Duties Regarding Public Records:

A. Compliance with Florida Laws. Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract.

B. Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Contractor must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Contractor shall provide all applicable records associated with this Contract on electronic media (CD-ROM or USB flash drive).

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

7.3 Ownership of Work. The District shall retain exclusive title, copyright, patent, and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Contractor, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Work. In consideration for the District entering into this Contract, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the Contractor, the Contractor hereby assigns, transfers, sells, and otherwise grants to the District any and all rights it now has or may have in the Work (the “Grant”). This Grant shall be self-operative upon execution by the parties hereto, however the Contractor agrees to execute and deliver to the District any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the District. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this Contract.

Article 8 - Equipment, Computer Hardware, and Software

8.1 Purchased Equipment. The Contractor shall provide the District’s Project Manager with a detailed list of any equipment purchased with District funding. Equipment purchased by the Contractor with District funding under this Contract shall be returned and title transferred from the Contractor to the District immediately upon termination or expiration of this Contract unless written authorization to retain the equipment is provided by the District. The Contractor will maintain any such equipment in good working

condition while in its possession and will return the equipment to the District in good condition, less normal wear and tear. The Contractor will use its best efforts to safeguard the equipment throughout the period of performance of this Contract. However, the District will not hold the Contractor liable for loss or damage due to causes beyond the Contractor's reasonable control. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence.

8.2 Shared Equipment. In the event the Work involves Contractor's use of District equipment, or the District's use of Contractor's equipment, Attachment 1 to Exhibit B, Statement of Work, is a list of all devices, tools, machinery, computer hardware, and software owned or held as either a lessee or licensee by each party and which may be used by the other party during the term of this Contract (the "Equipment") and the current market value of each item. Contractor is authorized to use the Equipment only for those purposes identified in Exhibit B. When the Contract expires or is terminated, the Contractor shall promptly return all Equipment to the District at the Contractor's expense.

8.3 Contractor's Use of District Equipment. Contractor represents that it has read, understands, and will comply with the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit A, Statement of Work) that deals with the use of District IT resources which applies to the use of the Equipment. Contractor shall maintain the Equipment in good working condition while in its possession and will return the Equipment to the District upon request by the District or upon termination or expiration of this Contract in good working condition, less normal wear and tear. All Equipment is provided to the Contractor "as is", "where is" and "with all faults." Contractor assumes all responsibility for safeguarding the Equipment including loss or damage and its proper use throughout the term of this Contract. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence. Contractor shall provide the District with 100% of the current market value as stipulated in Attachment 1 to Exhibit B in the event any of the Equipment is lost, stolen, or irreparably damaged.

8.4 Software. The District owns or has acquired the right to use certain software under license from third parties ("District Software"). For purposes of this Contract, the District may permit the Contractor access to District Software on District computer systems. Contractor acknowledges the proprietary nature of District owned and licensed software and agrees not to reproduce District Software or provide it to any third party. Contractor's use of or access to District Software is restricted to designated District owned systems or equipment. Contractor shall not remove any copy of District Software. If the District will be using Contractor's software listed in Attachment 1 to Exhibit B ("Contractor's Software"), Contractor represents and warrants that it has the legal right to allow the District to use Contractor's Software and allows the District to use it during the term of this Contract without an additional fee.

Article 9 - Small Business Enterprise (SBE) Utilization

9.1 SBE Subcontractor Utilization. The District has implemented a Small Business Enterprise Program as part of the District's competitive solicitation and contracting activity in accordance with District Rules 40E-740E-7.668-.678, Florida Administrative Code ("SBE Rule"). Contractor shall maintain the level of SBE participation indicated on the cover/signature page of this Contract. At any time during the term of this Contract, the District may request information on the SBE status of the Contractor and any of its subcontractors. The Contractor shall notify the District immediately of any change in the status of the Contractor or any subcontractor that could affect the Contractor's SBE status or the Contractor's ability to comply with the SBE requirements of this Contract including gross revenue and licensing.

9.2 SBE Subcontractor Utilization Plan. At the time the District requests Contractor to undertake a Work Order with an SBE goal, the Contractor shall identify all SBE firms which will be utilized as subcontractors on that Work Order. The Contractor shall provide proof that each firm to be utilized as an SBE subcontractor is certified with the District. The Contractor as the prime and each SBE subcontractor

shall be listed in the Subcontractor Utilization Plan and submitted to the District with the Work Order cost proposal. The list of the SBE's in the SBE Subcontractor Utilization Plan shall constitute the Contractor's representation to the District that the SBE firms are technically and financially qualified and available to perform the assigned work. The SBE Subcontractor Utilization Plan shall consist of the following District forms and information as submitted by the Contractor as part of the Work Order process:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956).*
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for **each** firm that is substituted or added.
3. *Proof of District certification.*

Items (1) through (3) above are hereinafter collectively referred to as the "SBE Subcontractor Utilization Plan". Items (1) and (2) are attached hereto as Exhibits E1 and E2, respectively, and made a part of this Contract. A Work Order will not be executed with a Prime Contractor whose cost proposal does not meet the established goal for that work order.

9.3 Subcontractor Substitution and Addition. The Contractor must notify the District's Small Business Enterprise staff prior to substituting or adding an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. If the Contractor wishes to amend its "SBE Subcontractor Utilization Plan," it must submit to the District an amended version of the following:

1. *Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)* attached as Exhibit E2.
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for each firm that is substituted or added.

9.4 SBE Reporting. The Contractor shall submit with each invoice a completed SBE Subcontractor Utilization Report form, attached as Exhibit F1. Separate Utilization Reports must be submitted for each Work Order. In addition, the Contractor shall also provide, upon request cancelled checks or check register photocopies, or any other valid form of documentation that provides proof of payment made to each SBE subcontractor. The Contractor shall submit a completed Final SBE Subcontractor Utilization Report form, attached as Exhibit F2, at the time a final invoice is submitted for each completed Work Order. All reports must be submitted to the SBE Compliance Specialist in the Procurement office in the District's West Palm office listed on the cover page of the Contract.

9.5 Compliance. Contractor must comply with the SBE Subcontractor Utilization Plan for each Work Order and the District will monitor compliance with it and the SBE rules. The Contractor shall maintain the level of SBE utilization as established in the Contractor's Work Order SBE Subcontractor Utilization Plan. Compliance shall include all Work under this Contract including amendments, change orders, and Work Orders. Failure to comply with the SBE requirements of this Contract will be considered a material breach of Contract and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code.

9.6 Not-To-Compete Agreements. The Contractor is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

Article 10 - Contractor's Representations

10.1 No Discrimination. The Contractor and its agents will not discriminate against any person on legally protected bases in any activity under this Contract.

10.2 Convicted Felons & Discriminatory Vendor List. The Contractor attests that neither it, nor any of its suppliers, subcontractors, or Contractors who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. If the Contractor or any affiliate of the Contractor has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Contractor further understands and accepts that this Contract shall be either void 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, and Section 287.134. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

10.3 Scrutinized Companies. The Contractor shall comply with Section 287.135, Florida Statutes. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Contractor. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

10.4 No Contingency Fees. The 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.

10.5 E-Verify. Contractor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Article 11 - Prohibitions

11.1 District Tax Exempt Certificate. The Contractor shall not use the District's exemption certificate number issued pursuant to the applicable sections of Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the District. The Contractor is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract. In the event the Contractor is a sole proprietor, the Contractor is responsible for submitting quarterly returns to the Federal Government.

11.2 Pledge of District Credit. 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. Pledging the District's credit includes the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

11.3 Employment Solicitation. Contractor shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the Contractor, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract. The District is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the District does not condone offers of employment made by Contractor to District employees in exchange for the award of District work. Further, the District is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of District work.

11.4 Publications Regarding the Work. Contractor may use the District's name in marketing materials for the purpose of publicizing contract awards; however, Contractor is prohibited from obtaining affirmations from District staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Contractor as well as the products and/or services offered by the Contractor. The District, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Contractor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the District.

11.5 No Lobbying. Under the applicable sections of Chapter 216, Florida Statutes, the Contractor is prohibited from using any funds under this Contract to lobby the Legislature, the judicial branch or a state agency.

11.6 Promoting Project Objectives. Contractor, its employees, subcontractors, and agents shall refrain from acting adverse to the District's interest in promoting the goals and objectives of this project. Contractor shall take all reasonable measures necessary to effectuate these assurances. In the event Contractor determines it is unable to meet or promote the goals and objectives of the project, it shall immediately notify the District and the District, may then in its discretion, terminate this Contract.

Article 12 - General Provisions

12.1 Independent Contractor. The Contractor is an independent contractor and neither party is considered an employee or agent of the other party. Nothing in this Contract will be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Contract. Both parties are free to enter into contracts with other parties for similar services. In the event the Contractor is providing staff who will be working on-site at District facilities, the District will not pay the Contractor staff any direct remuneration, expense reimbursement or compensation of any kind. Contractor, its officers, agents, and employees, are not entitled to any employment benefits from the District. Contractor waives and agrees not to make any claim to participate in any of the District's employee benefits or benefit plans should Contractor or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the District. Contractor shall exclusively provide all benefits available to Contractor or Contractor's staff. The Contractor shall provide all billing, collection, payroll services and tax withholding, among other things, for all Contractor staff performing services under this Contract.

12.2 Compliance with Laws. The Contractor, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract including those pertaining to safety, labor and unemployment. 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. The Contractor is responsible for the compliance of its subcontractors with this section.

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

12.4 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

12.5 Permits and Authorizations. The Contractor shall obtain all required federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Contract. A delay in obtaining permits shall not give rise to a claim by the Contractor for additional compensation. If the Contractor is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Contract, each party to bear its own costs, despite any other provisions of this Contract to the contrary.

12.6 Force Majeure. The parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by Contractor is specifically required during the occurrence of any of the events herein mentioned.

12.7 Exhibits and Inconsistencies. All Exhibits attached to this Contract are incorporated and are part of the Contract. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. Exhibit A General Terms and Conditions
- B. Exhibit B Statement of Work
- C. All other exhibits, attachments and documents incorporated into this Contract

12.8 No Third-Party Beneficiaries. This Contract is solely for the benefit of the Contractor and the District. No person or entity other than the Contractor or the District shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

12.9 Assignment. Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the District. Any attempted assignment in violation of this provision shall be void.

12.10 Waiver. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

12.11 Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

12.12 Entire Contract. This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

12.13 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

12.14 Interpretation. Unless the context requires otherwise: The term “including” contemplates “including but not limited to.”

12.15 Survival. All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

12.16 Contract Renewal. In the event this Contract provides for renewal options as stated on the cover page of this Contract, the District, in its sole discretion, may exercise any of the renewal options by executing an amendment to this Contract.

Contractor Policy Code Acknowledgement

Name (Print) _____

Contract/Work Order/Purchase Order # 4600004255

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with the South Florida Water Management District (the "District") using District equipment and/or working on District premises, property or facilities must comply with the rules and regulations of the District's Policy & Procedure Code.

As the Contractor's representative, without limitation thereto, I, _____
(Contractor) acknowledge that I have received and reviewed the following:

- √ Whistle-Blowers Policy, Chapter 101, Article V. Section. 101-101 through 101-113.
- √ Equal Employment Opportunity and Harassment Policy, Chapter 120, Article I. Section 120-3.
- √ Standards of Conduct Policy, Chapter 120, Article III. Section 120-62.
- √ Corrective Action Policy, Chapter 120, Article III. Section 120-63.
- √ Drug-Free Workplace Policy, Chapter 120, Article III. Section 120-73.
- √ Chapter 130, Information Technology: Acceptable Use of Information Technology and Telecommunications Policy; Electronic Mail Policy; and, Intellectual Property and Works-Made-For-Hire Policy
- √ Information Technology Security Procedures, Chapter 230, Article II. Section 230-21 through 230-27.

In the course of conducting business with the District, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the District. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the District, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the District may eliminate me and/or my company from award of future solicitations.

I recognize and understand that District Information Technology resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the District, and should be used for the purposes of conducting bona fide District business only.

I recognize and understand that no remote access technology or device is to be attached to District Information Technology resources or the information technology systems infrastructure to effect access without the express authorization of the Information Technology Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-District equipment or other resources used by me to connect to District Information Technology resources, systems or services will be subject to the same laws, rules and regulations as District-owned Information Technology resources.

I am aware that District Information Technology resources are the property of the District, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to District Information Technology resources. I am aware that the District may audit, access, and review all data and/or communications transmitted through or residing on District Information Technology resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the District's right to access or disclose such communications, and that the District shall disclose the information to third parties as required by law.

When authorized to do so I accept all risks and responsibilities associated with using and/or connecting non-District resources or equipment to District Information Technology resources. **In regard to such non-District resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the District to take immediate action to reduce the District's exposure.
- ✓ I further authorize the District to perform inspections as deemed necessary to ensure the safety and security of District data and/or Information Technology resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the District will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the District harmless from theft or damage incurred while on District properties or premises.

Information or work products or related derivative works developed by me specifically for the District, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the District, including all intellectual property rights thereto. I acknowledge that the District claims sole ownership and rights to all such materials.

I am aware that the District's Policies and Procedures Code and any other District practices are subject to change or modification by the District, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the District has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the District. This Acknowledgement shall be considered an integral part of Contract/Work Order/Purchase Order # _____

Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/Purchase Order as well as a violation of District policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/Purchase Order with the District, and the District may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Firm Name (Prime Contractor)

Representative's Name (Print)

Representative's (Signature)

Date

ATTACHMENT 2 TO EXHIBIT A
CONTRACTOR'S AFFIDAVIT
WORK INVOLVING DISTRICT FACILITIES OR EQUIPMENT

The undersigned individual or legal entity representative (hereafter referred to as Contractor/Consultant/Vendor) certifies that it shall comply with all obligations set forth below and all other Terms and Conditions of contract/purchase order number 4600004255.

POLICY CODE ACKNOWLEDGEMENT – Pursuant to the Terms and Conditions of the contract/purchase order, Contractor's employees or hired workers working on-site at District facilities, using District equipment, or working on District plans and specifications or software, have submitted a signed "Consultant Policy Code Acknowledgement" form for each individual performing such work.

BACKGROUND CHECKS - Pursuant to the Terms and Conditions of the contract/purchase order, Contractor affirms that a thorough background check, pursuant to section 373.6055, Florida Statutes has been conducted for all its employees and hired workers who will be working at any District site. The background check consisted of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status. The results of the background check did not result in any reason to disqualify Contractor's employee or hired worker from working at a District site. Contractor acknowledges that it has an ongoing obligation to perform updated background checks on all employees, including new hires and existing employees and hired workers performing their respective duties on District facilities, and advise the District of any material changes.

DISTRICT CRITICAL STRUCTURES – Pursuant to the Terms and Conditions of the contract/purchase order, if the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor affirms that a fingerprint-based criminal history check, pursuant to section 373.6055, Florida Statutes on all employees who will have access to any District critical structure has been completed. None of the employees or hired workers have been convicted of criminal violations as set forth in section 373.6055, Florida Statutes that will prohibit unrestricted access to District critical structures.

Signed and attested to this _____ day of _____ 20_____

Contractor/Consultant/Vendor Signature

Print Name

Title

EXHIBIT “B” STATEMENT OF WORK

I. Introduction/Background

The South Florida Water Management District (District) is responsible for managing nuisance vegetation in all or parts of 16 counties in central and southern Florida, an area of approximately 16,100 square miles (see map, Attachment 1). Nuisance vegetation includes both native and non-native, aquatic and terrestrial, and hazardous plants. The District manages nuisance vegetation across approximately 2,200 miles of canals, 2,100 miles of levees/flood control berms, over 864,000 acres of Everglades Water Conservation Areas, 118,100 acres of conservation lands, 209,100 acres of restoration project lands and 76,900 acres of Stormwater Treatment Areas (STA) and flow equalization basins. In cooperation with partner agencies, we occasionally manage nuisance vegetation on approximately 500,000 acres of public lakes. For over 45 years, the District has managed vegetation and Contractors have been utilized for application services during that time.

A variety of methods are used by both District staff and Contractors to control nuisance vegetation. These methods are typically utilized using an integrated approach to improve control results while minimizing non-target impacts. Methods used by the District include cultural, prescribed burns, biocontrols, mechanical, and chemical. The judicious and careful use of herbicides is just one tool used by the District to control nuisance vegetation within its integrated pest management strategy. Under some circumstances, desirable vegetation is planted following the treatment of nuisance species and other methods may compliment the use of herbicide.

Work Orders vary in scope, size and timeframe. Some tasks may need a large number of crews and equipment for a short time while others may need fewer crews over a longer period of time. Due to the variety of Work Order types and scopes, some will be Fixed Price work orders while others are more appropriately Time and Material Work Orders.

The District’s Vegetation Management Section (VMS) serves as the Project Manager for issued contracts, which are utilized by numerous business areas across the District. Each Work Order will have a Site Manager who determines the goals and objectives for a specific Work Order. The VMS Project Manager will facilitate the interaction between Site Managers and Contractors and between Site Managers and District Procurement personnel. The VMS Project Manager is also responsible for processing the associated documentation for each Work Order. The Site Manager is the primary contact once work has commenced. A Site Manager may be from a variety of District business areas, including but not limited to Field Stations, Land Stewardship Section, or VMS.

Compliance with all laws (State and Federal) and permits is required. Failure to comply may result in immediate termination. Importantly, the District must comply with the National Pollutant Discharge Elimination System (NPDES). As such, the VMS approves all plans for herbicide application prior to commencement of work and rigorously tracks all herbicide usage by location and targeted plant species. The Contractor will only conduct treatments approved by the District.

The District works cooperatively with other government organizations on vegetation management activities. Our primary partner is the Florida Fish and Wildlife Conservation Commission's (FWC) Invasive Plant Management Section. The District may collaborate with USACE or FWC's Aquatic Plant Management Program on several lakes within the Kissimmee Chain of Lakes and Lake Okeechobee. Additionally, we coordinate vegetation management activities with U.S. Fish and Wildlife Service (FWS) in WCA1.

II. Objectives

The District's primary vegetation management objective is the control of nuisance species within its land and water resources and those of our partner agencies to meet our water management and natural resource protection goals. Each project site may have different mandates or objectives. While it is preferable that all nuisance vegetation be managed on a site, unique priorities and resources ultimately determine the scope for each Work Order. The District is also evaluating wicking methods on levees and if shown to be successful, it may be required during the period of this Agreement. In addition to wicking, the District continues to support new technologies, equipment and methodologies that reduce, monitor and evaluate herbicide use.

III. Scope of Work

Official invasive plant lists are typically used to determine priorities, including but not limited to:

Federal Noxious Weed List (<http://plants.usda.gov/java/noxious?rptType=Federal>), Florida Noxious Weed List (<http://plants.ifas.ufl.edu/wp-content/uploads/files/FloridaNoxiousWeedList.pdf>), the Florida Exotic Pest Plant Council List of Invasive Species (<http://fleppc.org/list/list.htm>) and the Invasive Plant Atlas of the United States (<https://www.invasiveplantatlas.org/>). To limit the establishment or spread of a new species that has the potential to become a widespread invader, the District may also target species that are designated by the District as Early Detection, Rapid Response (EDRR) priorities. Typically these species are also identified by the University of Florida's Assessment of Non-native Plant Tool as having a high invasive probability (<http://assessment.ifas.ufl.edu/>).

The District has eight Field Stations that implement day-to-day field operations to manage restoration progress, flood control and water supply infrastructure. Flood Control infrastructure is of critical concern and a top priority for the District. Levees must be maintained in accordance with Army Corps of Engineers (ACOE) standards (<http://www.usace.army.mil/Missions/CivilWorks/LeveeSafetyProgram.aspx>).

To comply with mandates, levees must be free of woody vegetation and priority invasive species and other vegetation must be maintained with ample coverage, but low height, to facilitate infrastructure inspections. The Field Stations must also maintain water conveyance capacity in District canals, so control of nuisance vegetation—both submersed and/or floating aquatic plants—is critical to the District's mission.

In addition to wicking, the District continues to support new technologies, equipment and methodologies that reduce, monitor and evaluate herbicide use. Contractor should include new

innovation for applying herbicides more efficiently which results in less herbicide used while still achieving good results.

The District operates and maintains many STAs, which use wetland processes to improve surface water quality. Each STA is subdivided with internal levees into surface water flow-ways, and each flow-way is further divided into “cells”. Each cell has unique vegetation management needs, which are tied to specific nutrient removal goals. Some cells are managed for solely emergent species (e.g. cattail), while in others submerged aquatic vegetation (SAV) with limited emergent vegetation is encouraged. Occasionally, there is a need to convert vegetation from one type to another using standard vegetation management tools. Additionally, desirable vegetation (emergent or SAV) may be harvested from one cell and replanted within another cell. Vegetation management objectives in the STAs are frequently adjusted, and a Contractor must be flexible to help meet these objectives.

The District manages different types of natural areas, including large tracts of Everglades within the Water Conservation Areas (WCAs), a variety of conservation land, mitigation areas, and “project land” parcels purchased for future restoration projects. While sites may have upland components, they typically contain wetland habitats. Some areas are managed cooperatively with other organizations. The ultimate goal for these properties is to reach “maintenance control” of the target nuisance species. The District typically integrates herbicide control with other activities such as prescribed fire and biological controls when working in natural areas.

A variety of nuisance species, including terrestrial and aquatic plants representing a variety of growth forms (i.e., trees, vines, shrubs, forbs and grasses), may be controlled by herbicide application. Contractors shall treat a wide variety of invasive plants including those that are common (Brazilian pepper, melaleuca, Old World climbing fern, and cogon grass) and those that are regionally specific or obscure (incised halberd fern, *Tectaria incisa*). Additionally, natural areas serving as mitigation sites will have strict permit-regulated treatment mandates. Many of these natural areas are remote and isolated.

The District also engages in a variety of other atypical vegetation management activities to reduce use of herbicide. Some of these activities may require detailed manual plant removal or higher-precision herbicidal control near sensitive infrastructure such as environmental monitoring sites or water control structures. Treatments may also be needed on small sites such as the District headquarters pond. The District manages impoundments for water storage. These features are managed for nuisance vegetation to a lesser degree. Planting and maintenance of planted areas may also be required at sites other than STAs. In these cases, the contractor may be required to install potted plant material and maintain control of weeds and vines.

The District will solely determine whether a Work Order follows the TMA or FPA model. Generally, FPA model will be used when there is little ambiguity and target species, control methods, herbicides and objectives are well defined. FPA’s may be utilized for many natural areas or those with small geographic scope. Within a single Work Order using the FPA method, the treated area may be divided into multiple phases and may have a single deadline or multiple deadlines for completion.

TMA's will typically be utilized for those Work Orders requiring flexibility with the Contractor and/or there is uncertainty with the extent of the target plant abundance or other factors affecting Work Order scope. The District may typically use TMA's for floating plant infestations, which frequently move and rapidly change in numbers. TMA's may also be utilized for herbicide trials that require more detailed data collection, herbicide mixing, plot measurements or other tasks. TMA Work Orders require the Contractor to have increased flexibility within the scope of a Work Order.

1. A variety of plants may be treated with herbicides within each site. Below is a non-comprehensive overview of those species and areas they are typically controlled in:
 - **Field Station/Flood Control infrastructure.** Treatment typically occurs through the use of boats or trucks with spray guns and/or booms using a foliar application method. Canals are treated to keep the water column free of SAV that may disrupt water conveyance. Common SAV species include, but are not limited to, hydrilla and hygrophila. Canals are also treated to control floating plants including but not limited to, water lettuce and water-hyacinth. Plants that extend from the bank into the water column are also treated; examples include round leaf toothcup (*Rotala rotundifolia*) and torpedograss. Levee and canal banks are treated to control woody and broadleaf vegetation, to promote grass cover, and maintain vegetation at low heights to facilitate levee inspections. When treating nuisance vegetation on banks and levees, it is critical that non-target vegetation is not killed; large areas of bare ground promote potentially dangerous soil erosion and causes the levee to be out of compliance with federal levee vegetation specifications. Treatment of target vegetation will occur around structures, culverts and riprap.
 - **Storm Water Treatment Areas** – Nuisance vegetation within the STAs are typically treated from airboats using a foliar application method. Nuisance vegetation species include, but are not limited to, water lettuce, water-hyacinth, primrose willow, Carolina willow, cattail, and hydrilla. Emergent species such as giant bulrush and cattail may also be planted in STAs or various seeds may be collected for later plantings.
 - **Natural areas.** Work Orders issued to treat Natural areas may involve several to thousands of acres. Herbicide may be applied by laborers with backpacks or spray bottles or with spray equipment on vehicles or watercraft. Crews may also be required to hand pull small plants in some circumstances. Natural area types include sawgrass marshes, open water sloughs, tropical hammocks, Everglades tree islands, pine flatwoods, cypress swamps, mangrove forests, and other Florida plant communities. Within these areas there may be a wide variety of invasive plants species. Examples of the most common species include, Brazilian pepper, Old World climbing fern, Australian pine, cogon grass, West Indian marsh grass, downy rosemyrtle, shoebutton ardisia and melaleuca. Natural area treatments are often integrated with other land management activities such as prescribed fire, hydrological restoration and mechanical control.

2. Application of herbicides is conducted using a variety of techniques. The equipment and methodologies vary depending on site conditions, target plant species (factors such as the plant's size and growth habit), target plant abundance, and other factors.

Herbicide spray equipment typically includes a spray tank, hose, and nozzle or boom. Watercraft used for aquatic vegetation control or bank vegetation management may include injection systems instead of a spray tank. Application equipment may be mounted on a variety of vehicles or watercraft including flat-bottomed boats, airboats, trucks, ATV's, or swamp buggies. The type of equipment needed will be determined by the scope and site conditions of each particular Work Order. The type of required equipment may change during the course of a Work Order if environmental conditions change. Application may include high volume foliar broadcast or foliar "spot treatment" with a handgun. Applications may be routine and conducted in frequent cycles, such as levee maintenance. While applications in natural areas may occur on multiple year intervals. Typically spray boat applications will involve one applicator. However, two or more spray boat applicators may be required in special circumstances (e.g., long hose applications in difficult access areas). Other application techniques may include low volume backpack foliar broadcast or "spot" treatments, cut stump treatments, frill or girdle (hack-and-squirt), basal, and "poodle cutting" vining plants. Applications shall be done with backpacks, spray bottles, or with hoses associated with tanks on vehicles. Vegetation will frequently need to be cut with machetes or chainsaws prior to the application herbicide.

A Site Manager will determine crew size (number of applicators/laborers) to ensure the most efficient use of resources. Optimal crew size varies with the number of different target species, plant abundance, terrain, and other factors. For example, where plant density is low or species variety is diverse, Site Manager may prescribe a small crew (roughly two to five laborers per licensed supervisor/crew leader) for the Work Order. Alternatively, the Site Manager may request up to 15 laborers per licensed supervisor when there are only a few target species and target plant density is high. Regardless of crew size, they shall work in a systematic manner and treat all target plants within the Work Order area.

Some Work Orders will require installation of desirable plant material. These planting activities may involve harvesting plants from donor sites, relocation of plant material, and planting at revegetation sites. While other Work Orders will require the contractor to maintain planted vegetation to ensure establishment. Planting typically occurs in STAs. Crews shall manually harvest SAV (commonly naiad) with a rake or emergent plants (commonly cattail, alligator flag and giant bulrush) with shovels. The contractor shall transport harvested plants to a specified revegetation site and install plants at specific locations and densities in accordance with Site Manager's specifications. Typically harvesting and planting is done in standing water. Other planting tasks may use provided plant material in liners or pots. Maintenance of planting areas will be required for some Work Orders. Maintenance typically includes control of encroaching vegetation to minimize competition and increase planting survival rates.

Occasionally, crews will collect seed. Crews may collect seed of desirable plants for future use. These seeds are collected and provided to the site manager. On other occasions seeds are collected from invasive annual species including *Scleria lacustris* to control the species. The Contractor must dispose of the invasive seeds in a designated landfill.

Retreatment intervals will vary by project and are based on site objectives and stage.

- Fast growing aquatic plants are treated on a continual basis in canals, lakes and STAs. Maintaining floating plants at low levels is more cost-effective than treating after large infestations develop. Consequently, small crews will be required to treat nearly year-round in some water bodies.
- Some vegetation treatments are done on cycles, typically on quarterly or semi-annual intervals. Cycle treatments are most commonly used on banks and levees where undesirable woody vegetation frequently establishes. Some cycles may shift due to an especially wet or dry season, but there is typically a set number of applications per year.
- Treatments in natural areas are typically carried out annually until invasive species are well controlled. Once maintenance control is achieved, re-treatment cycles typically switch to multi-year intervals. As treatment cycles are spread farther apart, it becomes more critical that the entire area is covered in a systematic way during each treatment.
- In some cases, treatments must occur during a narrow time period on short notice to be successful. Typical reasons for this include site access constraints, rapid response to control reproductive (seeding) plants, and priority infrastructure maintenance/protection needs.

All herbicide application shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24(c) (SLN) herbicide labels. Contractors shall ensure that crews have access to all appropriate labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides. The Contractor shall comply with all pertinent regulations, including but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS) and NPDES.

IV. Work Breakdown Structure

The District shall provide the Contractor with information necessary to understand the specifications for each Work Order. Information provided to the Contractor will include, but is not limited to:

- Work Order area maps and/or electronic spatial data
- Initiation Form/Schedule (Attachment 3) or FPA form (Attachment 4) that includes:
 - Required timeframe for work to occur;
 - Types of equipment permissible on the site;
 - List of species to be treated (although all other species should be reported); and
 - List of acceptable herbicides and methods. (TMA only)

Although the District may provide guidelines for the Work Order, discussion, between the District and the Contractor is encouraged and any changes are at the discretion of the site manager. TMA Work Orders may also have changes made during the project.

The Contractor is responsible for many aspects of the Work Order including planning,

management of staff, execution of work as planned and all quality assurance, quality control activities, safety, data collection, data entry and overall contract compliance.

- The Contractor shall provide skilled staff based on three staffing categories. A Site Manager will determine the staff categories required for each Work Order:
 - *Licensed Supervisor.* Licensed Supervisors shall have a valid pesticide applicator license issued by FDACS in the appropriate category (e.g., aquatics, natural areas). Licensed Supervisors shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy. Each Licensed Supervisor shall be capable of field identification of nuisance and invasive plant species for assigned sites. Each Licensed Supervisor shall be capable of supervising and communicating with up to 15 crew members (Crew Leader/Applicators and laborers) in the application of herbicides and identification of species targeted for control. Licensed Supervisors shall supervise no more than 15 crew members (Crew Leader/Applicators and laborers). Licensed Supervisors shall direct a systematic treatment within the Work Order area. Licensed Supervisors shall have competent knowledge of equipment use and herbicide application techniques. Licensed Supervisors are responsible for plant identification, calibration, herbicides mixing, and collection of data. All Licensed Supervisors shall be capable of safely operating all equipment and vehicles appropriate used on a Work Order. **Each contractor must employ at least three Licensed Supervisors for the duration of the contract. The Contractor must have three licensed supervisors with at least eight cumulative years of Licensed Supervisor experience.**
 - *Crew Leader/Applicator.* Crew leader/Applicators have a similar skill set as a Licensed Supervisor. Applicators are not required to hold a current DACS license. Crew Leader/Applicator shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy. Each Crew Leader/Applicator shall be capable of field identification of nuisance and invasive plant species for assigned sites. Each Crew Leader/Applicator shall be capable of supervising and communicating with laborers in the application of herbicides and plant identification. Crew Leader/Applicators shall have competent knowledge of equipment use and herbicide application techniques. All Crew Leader/Applicators shall be capable of safely operating all equipment and vehicles appropriate to be used on a Work Order. This person must work under the direction of a licensed supervisor who is working on the same project/site. While in the Crew Leader role they will help Licensed Supervisors to transport equipment and Laborers on assigned equipment and direct Laborers. While in the Applicator role they will operate a vehicle with spray equipment independently. This position is permissible on a Work Order at the discretion of the Site Manager. A contractor is not required to maintain staff in this position.
 - *Laborer.* Laborers provide general labor services under the supervision of a licensed supervisor. These staff members are not required to hold a current DACS license. Laborers are provided ongoing instruction and supervision by the Licensed Supervisor and/or Crew Leader/Applicators. Laborers frequently cut and treat

vegetation but are not necessarily experienced in plant identification or herbicide use.

- Safety
 - The Contractor shall use herbicides in accordance with labels and comply with all other applicable State and Federal Laws.
 - Contractor must be familiar and abide by all NPDES requirements <https://edis.ifas.ufl.edu/pi239> including: limiting discharge of effluent, monitoring pesticide applications, taking corrective actions when necessary, and following the District's Pesticide Discharge Management Plan.
 - During the course of work, the Contractor shall not create hazardous trees that could later fall on structures, private property, utilities, fences, or into canals or rights of way
 - The Contractor shall not damage or interrupt a utility.
 - The Contractor shall not damage any structure or private property.
 - The Contractor is responsible for all training and supplying staff with items needed to maintain a safe worksite as required by State and Federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), and identification of dangerous plants and animals.
 - The District is not responsible for Contractor safety on or off the job. The Contractor shall comply with all provided District safety standards.
 - The Contractor shall be responsible for all spills, including but not limited to herbicides and petroleum products, and the reporting of those spills. The Contractor is liable for all spill-related damages and site remediation regardless of which party supplied the spilled material.
 - The Contractor shall report all adverse incidents, herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the Site Manager and Project Manager **immediately**.
 - The Contractor shall be equipped to work in remote and isolated areas under harsh environmental conditions.
 - The Contractor shall be responsible for protecting the environment and the public from herbicide and equipment misuse. Contractor must provide a protocol on actions they will take to protect the environment and the public from herbicide and equipment misuse.
 - The District will immediately stop/pause operations if conditions or actions are believed to be unsafe or inappropriate for the site conditions.
- Each contractor is required to provide all necessary equipment for communication and transport, as well as secure onsite storage for herbicide. Equipment utilized on each project is at the discretion of the Site Manager.

- Each Contractor must be able to provide at least three road vehicles for transport of trailered equipment for herbicide application.
 - Each contractor must be able to provide a minimum of three off-road vehicles, which may consist of airboat, boat, swamp buggy, ATV, amphibious ATV or similar vehicles. Not all equipment will be permitted on a particular site. Equipment size, impacts to natural resources and infrastructure, and efficiency will determine if a particular piece of equipment may be utilized.
 - Each contractor may provide a type of premium equipment which is beyond the scope listed above. This may include items that are rarely used or more costly to acquire or operate such as a Sherp ATV. This type of equipment is not required and will likely not be frequently utilized.
 - Each Respondent must provide one (1) cellular phone per Licensed Supervisor and crew leader.
 - Equipment will be required to have a GPS tracking system that will track vehicle locations and spray activity. Vehicles with spray system may include but are not limited to spray boats buggies and trucks. Spray activities to be monitored include direct injection and tank systems.
 - The District will provide equipment for the tracking and monitoring treatments.
 - An iPad will be issued for the applicator to enter treatment data into the AVATAR app.
 - The /District will provide tracking equipment to include a flow sensor/trigger switch and GPS Logger/transmitter unit for all high-volume application equipment that the contractor will install, maintain and operate.
 - Tracking equipment will provide location and spray location data to the District.
- Access
 - Many Work Orders will require the Contractor to access the site from District Rights of Way or gates. (See General Terms and Conditions 2.4 Access Keys)
 - The Contactor shall not impede access routes that would restrict vehicular access by the public, utilities or agency personnel without prior approval.
 - Equipment
 - Equipment shall not be left onsite unless arranged in advance with the Site Manager. The District is not responsible for equipment or herbicides stored on District property. In the event of anticipated severe weather all equipment must be removed from District property.
 - The Contractor shall clean all equipment prior to arrival at the worksite of all biological material. If equipment arrives at the site and is not properly sanitized it shall be denied access. If sites have a variety of infestations the Contractor may be required to clean equipment prior to continuing work. A general reference can be found at <https://invasivespecies.wa.gov/wp->

[content/uploads/2019/08/InvsvsPreventProtocol.pdf](#). It is the minimum expectation that all tracks, tires, trailers, truck beds and radiators will be free of biological material in addition to any other areas prone to collections of such items including small seeds. In addition to equipment, attire including shoes and boots should be free of seeds that may become lodged.

- Herbicides and Adjuvants

- The District may provide the Contractor with herbicide and adjuvants for some Work Orders, primarily for Field Station projects, while others shall require the Contractor be solely responsible for supplying herbicide and adjuvants. When the District provide herbicides, all unused herbicides and adjuvants provided to the Contractor must be returned upon Work Order completion. When herbicide is not provided by the District, the Contractor must be able to provide sufficient herbicides and adjuvants necessary to complete all Work Order obligations within project timeframes. Herbicides and adjuvants shall be supplied to the District without additional price mark ups. All herbicides and adjuvants must be approved by the District's Vegetation Management Section prior to use. Herbicides must be locked safely and securely stored by the contractor for the duration of the Work Order, no matter the supplier, whenever Contractor staff is not present. Herbicides shall be purchased at the most competitive cost possible.
- The Contractor is responsible for all aspects of herbicide use and storage. Herbicides must only be used in compliance with the label(s).
- Contractors shall monitor and record wind speed and direction. The Contractor shall follow the most restrictive wind law or policy when there are conflicting thresholds between laws/policies. Contractors shall follow all laws regarding herbicide wind restrictions including but not limited to the Florida Organo-Auxin Herbicide Rule 5 E-2.033 (<http://edis.ifas.ufl.edu/wg051>). Herbicide application shall not occur when wind speeds are greater than 10.0 miles per hour (mph) without District approval. The Contractor shall take all precautions to mitigate herbicide drift. The Contractor shall be aware of conditions that promote herbicide volatility and cease application if volatility is or becomes a concern.
- The Contractor shall monitor dissolved oxygen (DO) when required by label. The contractor shall follow all label instructions related to DO. The Contractor shall not apply herbicides if DO is below three parts per million (3 PPM), unless preapproved by District staff and allowed by the herbicide label.
- The Contractor shall post the use of herbicide when required by label or at the request of the District.
- The Contractor shall submit a copy of their spill plan and application equipment maintenance plan annually.
- The District shall request FDACS Bureau of Licensing and Enforcement to investigate potential herbicide misuse.

- Coordination
 - The Contractor shall not begin work without an executed Purchase Order (Exhibit I), Daily Progress Report, and Initiation Form or AVATAR schedule and Daily Report. Some Work Orders require a site meeting before herbicide application begins. The Contractor shall not begin herbicide applications prior to a pre-application site meeting if the meeting requirement is indicated on the Initiation Form or Schedule.
 - For each Work Order, the Contractor shall designate a Licensed Supervisor to serve as the primary point of contact for the **duration** of a Work Order.
 - The designated Licensed Supervisor shall communicate regularly with the Site Manager additionally if needed.
 - The Site Manager must approve the Contractor's work schedule prior to beginning work. The Contractor will provide the Site Manager with the anticipated break schedule for TMA.
 - The Contractor is responsible for understanding Work Order objectives and the Site Manager's instructions. The Contractor shall request clarification or additional information when the intent of the Work Order or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project.
 - The Contractor shall plan and implement treatments using a systematic, efficient approach. Vegetation management activities shall be executed in a methodical, ordered manner, so that efficient, complete, and safe outcomes are achieved with minimal disturbance to natural resources.
 - Contractors will occasionally observe noteworthy conditions, activities, plants and animals, or other things in the field. Noteworthy observations include but are not limited to the presence of biological controls, nesting birds, rare species, additional non-native plants, non-native wildlife, hazardous site conditions, and evidence of illegal activities. The Contractor shall report all noteworthy observations to the Site Manager in a timely manner.

- Quality Control and Assurance
 - The Contractor is responsible for all quality assurance and quality control. The Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. It is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the Work Order. District staff may provide quality assurance feedback that is gathered by a variety of means including site visits, aerial observation (drone or helicopter) and cameras.
 - The Contractor is responsible for technical aptitude of its personnel, staff coordination, and adherence to cost and time schedules.
 - The Contractor is responsible for timely training of staff on application techniques, herbicides, and plant identification.

- Protected Natural Areas and Species

- The Contractor is responsible for protecting non-target species including those species with a similar appearance to the targeted species. The Contractor shall be responsible for replacement of non-target species damaged by work activities including but not limited to those damaged due to herbicides, unapproved vehicle use. Non-target plants include, but are not limited to, desirable natural area and aquatic plants, crops, landscaping, and turf.
- The Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks. If a Contractor observes endangered species, it shall be immediately reported to the Site Manager. Contractors shall be familiar with rules, laws and guidelines that restrict activities around endangered wildlife.
- The District has designated areas that are not to be disturbed by herbicides or other disruptive activities. These “no-spray zones” occur in a variety of areas for multiple projects and include biological control and research projects. The Site Manager will provide the locations of any no-spray zones occurring within the site. The Contractor shall not treat any vegetation within a designated no-spray zone without approval of the Site Manager.
- The Contractor will not use equipment that is damaging to the environment, including but not limited to soil disturbance.

- Data Collection

- The Contractor shall record work activities for each day on the Daily Progress Report sheet (Attachment 2) or on a tablet. Required information includes, but is not limited to, plant species treated and herbicide(s) used. This information is used for a variety of reports, including the District’s NPDES report. All Daily Progress Reports shall be completed and signed or submitted in AVATAR by the Licensed Supervisor. Daily Progress Reports shall be provided weekly to Field Stations for Field Station Work Orders. Otherwise, Daily Progress Reports shall be provided to the District in the invoice packets. However, the District may request to review Daily Progress Reports for completed work at any time during the Work Order. Treatment coordinates shall be collected and reported on Daily Progress Reports using the Universal Transverse Mercator (UTM) projection using NAD83 datum.
- Daily Progress Report data must be entered into the District’s vegetation management database, Weed Data and Reporting (WeedDAR). The Contractor shall enter Daily Progress Report data into WeedDAR on a weekly basis, not more than 10 days following application, for all TMA Work Orders, with the exception of Field Station Work Orders. Field Station staff is responsible for WeedDAR entries for their Work Orders. WeedDAR is accessible through

www.CERPZONE.org. Each contractor shall have up to three log-in accounts for data entry.

- A new vegetation management tracking system, Agency Vegetation Action Tracking and Reporting (AVATAR), is currently under development. The new system may be operational during the contract period. Once AVATAR is implemented, the Licensed Supervisor shall enter treatment data from the field using a smart device (phone/tablet). This device may be provided by the District with associated deposit. In addition to AVATAR entry, a signed paper Daily Progress Report is required if a restricted use herbicide is utilized and shall be provided with the invoice. Each AVATAR entry will require contract management approval prior to submission.
 - GPS units may be required for each staff member (licensed supervisors, crew leaders/applicators, and laborers) depending on Work Order objectives. GPS units will be required to collect tracks of treated areas and point data for particular species including EDRR species. The Contractor shall provide the Site Manager GPS data in electronic format and using the UTM projection and NAD83 datum. The contractors shall keep this data for 2 years following project completion.
- If any suspected cultural resource is located, the Contractor shall contact the Site Manager immediately. (See general terms and conditions 1.6.) If known sites exist, soil disturbance will be avoided along with compliance with any additional guidance provided.

V. Summary Schedule of Tasks and Deliverables

- 100% of target plants must be treated within 100% of the defined Work Order area.
- A minimum of 95% of treated plants must be dead at least six months following treatment, or as specified by the herbicide manufacturer. A dead plant does not resprout from an original root/rhizome system. All parts of the plant must be dead, not simply defoliated.
- All non-compliance must be resolved within three months of email notification. Inspections and non-compliance notifications may occur during or after treatment.
- Work activities shall be recorded accurately and completely onto Daily Progress Report each day and entered into WeedDAR or entered into AVATAR using a tablet as outlined in Data Collection above.
- Invoices (see general terms and conditions 4.2).
 - District's Vegetation Management Section and Accounts Payable Section will receive invoice packets via email. Each invoice packet must include the following:
 - Invoice containing the billing month, phase (FPA), billing date, tracking number, purchase order (PO) number, details of expenses, amount remaining on PO (if app.), final invoice indication if PO complete, "FWC" indication if a FWC-funded Work Order.
 - WeedDAR (or AVATAR) summary report
 - Completed and signed Daily Progress Reports **only to Vegetation Management** (unless AVATAR is utilized)

- Small Business Enterprise (SBE) form (if app)
- Herbicide/adjuvant receipts for those items provided by the Contractor. The volume of herbicide used on the associated invoice shall be noted on the receipt.
- Tracks and waypoints from GPS units may be requested. These tracks may be provided to District staff onsite, via e-mail, or other electronic means. (See additional specifications under Data Collection above.)
- Vehicle GPS/location and spray activity data.
- Payment Schedule
 - The Contractor shall submit invoices pursuant to the schedule outlined below:
 - **Time and Material Agreements.** The Contractor shall submit one (1) invoice per calendar month during the Work Order period for all TMA or FWC aquatic program funded Work Orders.
 - Invoices for Work Orders funded by FWC's aquatic program must be received no later than the 5th of each month for the prior month's services.
 - Other invoice deadlines may be provided for specific Work Orders especially at close of finance periods.
 - **Fixed Price Agreements.**

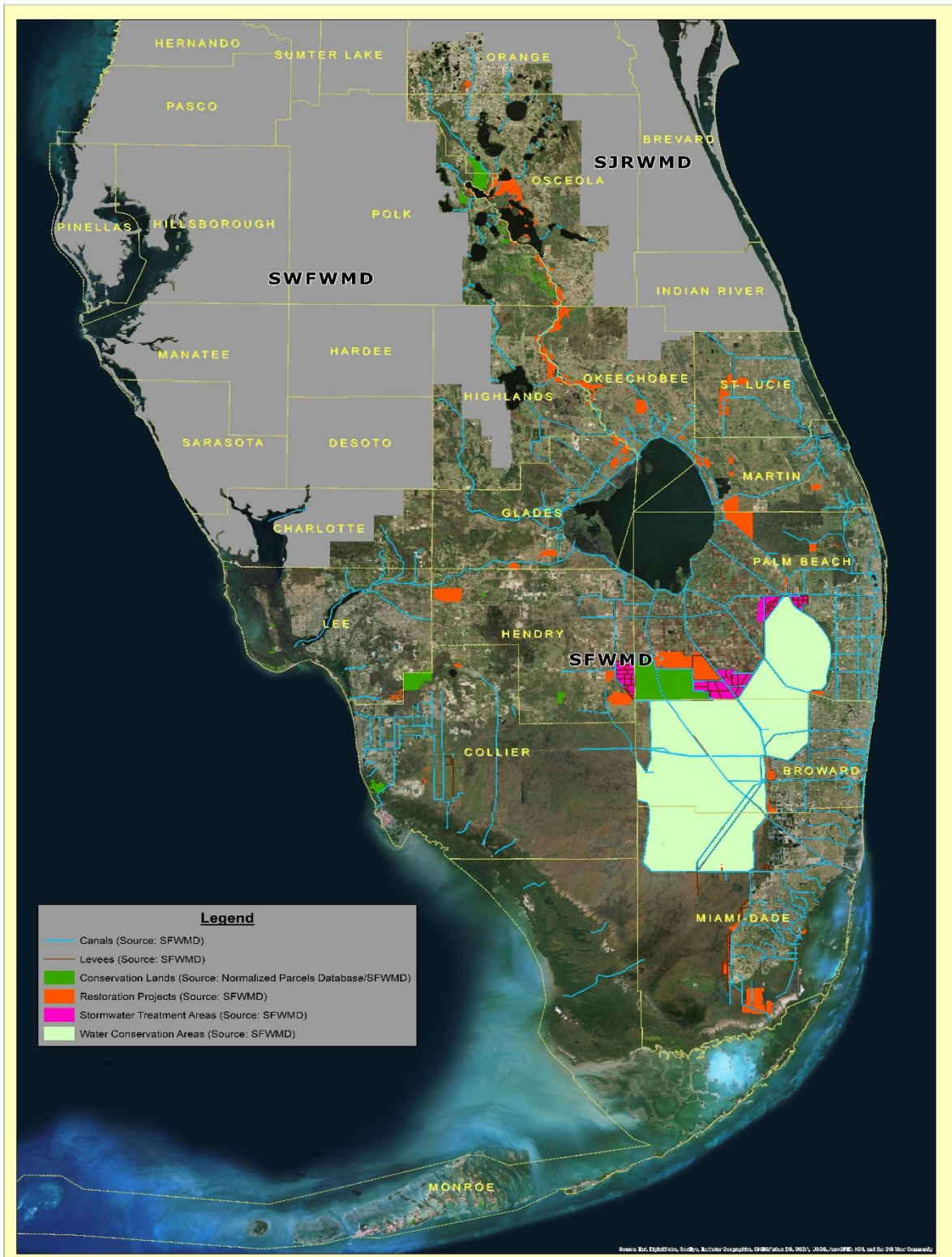
For Work Orders comprising a single phase, the Contractor shall submit one (1) invoice upon final acceptance of the Work. For Work Orders partitioned into multiple work phases (or areas), the Contractor may invoice upon completion of each phase as delineated by Work Order description.

- Pricing Structure
 - **Fixed Price Agreements.** Fixed Pricing is a flat rate for the entire Work Order including all equipment, supplies, tools, herbicides, staffing, administrative costs. **No additional expenses** above the quoted price(s) will be paid for Fixed Price Agreements. When offered by the Site Manager, a site visit is required, prior to providing a price.
 - **Time and Material Agreements.** Under this pricing structure, the contractor may charge for herbicides/adjuvants and hourly contracted staff rates.
 - The Contractor shall charge for used herbicides and adjuvants at cost.
 - Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging & like expenses, insurance, database entry, AVATAR management, fuel, equipment (transport trucks, airboats, ATV, spray and communication equipment, GPS, Communication equipment, smart device (upon implementation of AVATAR, unless provided by the District) back packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. All pricing of labor shall exclude sales and use taxes at both the State

and Federal levels since the District is exempt from payment of such taxes.

- There may be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior to the cancelation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

ATTACHMENT 1





SFWMD
South Florida Water Management District
3391 Quin Club Rd., West Palm Beach, Florida 33406
(561) 856-8889, www.sfwmd.gov

Exotic Vegetation Scope of Work Potential Project Areas




IMPORT/EXPORT DISCLAIMER

This file is a conceptual or planning tool for the South Florida Water Management District. It is not intended to be used as a basis for any legal or financial decision, and does not affect the liability of any person for any action taken or not taken in reliance on the information contained herein.

Map Date: January, 2020



IT
GEOSPATIAL
SERVICES

User Name: apteris Map Created By: Amy Peters and Heather Koonce, SFWMD Map Produced on Date: 1/23/2020 3:10:17 AM Document Path: \\s604\swmd\gov\dfsroot\GIS\GISE\LRP\Exotic\PlantTreatment\Layers\Layers\Measurement\Ca_06_02020.mxd

VEGETATION MANAGEMENT PROJECT INITIATION FORM

Instructions: Please type and e-mail a completed form or place on Server located at <Y:\Vegetation inspection reports\Initiations>.

DATE: _____ PREPARED BY: _____

TRACKING #: _____ CONTRACTOR: _____

BLI: _____ NOT TO EXCEED AMOUNT: \$ _____

KEY TYPE REQUIRED: _____

- | | | |
|---------------------|-------------------|------------------------|
| 1W WCA 1 | D Miami/Homestead | O Okeechobee |
| 2W WCA 2 & 3 | F Ft. Lauderdale | R Special Purpose Lock |
| B Big Cypress Basin | K Kissimmee | S Well Sites |
| C Clewiston | L Land Management | W West Palm Beach |

BRIEF DESCRIPTION OF WORK:

LOCATION: _____

Access points: _____

CONTACTS:

District:	Contractor:
Site Coordinator _____	On-site Supervisor _____
_____	_____

NOTIFICATIONS/POSTING:

Was any portion of the property purchased with federal funds? ___ YES ___ NO

If yes, has Ross Adair been contacted? ___ YES ___ NO

Expected Start Date: Completion Date:

CREW SIZE:

EQUIPMENT:

--

THREATENED, ENDANGERED OR PROTECTED SPECIES:

CURRENT / PROPOSED

CATTLE / AGRICULTURAL LEASE PROPERTY: ___ YES ___ NO

NO SPRAY ZONES / RESEARCH SITES:

TARGET SPECIES (If additional species are found, the District Project Manager must be contacted)	TREATMENT METHODS	HERBICIDES	ACRES (Optional)

ADDITIONAL INFORMATION (INCLUDE WORK ORDER NUMBER(S)):

--

REQUIRED FOR AERIAL APPLICATION

MAPS REQUIRED: YES NO

COMMENTS:

PROJECT MANAGER PRE-FLIGHT REQUIRED: YES NO

COMMENTS:

Example: Date, time, and location of pre-flight, if different from treatment date. If different than treatment date, will additional funding be required? Name and phone number of person(s) for pre-flight, if other than project manager, etc.

PRE-TREATMENT GEOGRAPHICAL DATA NEEDED: YES NO

COMMENTS:

Example: Treatment area .shp files to be uploaded in Ag-Nav, spray exclusion zones, etc.

POST-TREATMENT AG-NAV DATA REQUIRED: YES NO

COMMENTS:

Example: If yes, contact info for person to receive data.

Description of Treatment Areas

Parcel #1	Trtmt Area		Acres
Parcel #2	Trtmt Area		Acres
Parcel #3	Trtmt Area		Acres
Parcel #4	Trtmt Area		Acres
Parcel #5	Trtmt Area		Acres

Job Reference #

Contractor Initials _____

EXHIBIT C

RATE SCHEDULE

Positions	Loaded Hourly Labor Rate
Licensed Supervisor	<u>\$68.50</u>
Crew Leader/Applicator	<u>\$63.50</u>
Laborer	<u>\$30.00</u>

- Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging and like expenses, insurance, database entry, fuel, equipment (transport trucks, airboats, boat, Swamp Buggy, ATV, Amphibious ATV or similar vehicles, spray and communication equipment, GPS, Communication equipment, smart device (upon implementation of AVATAR unless provided by the District), Back Packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. Both Supervisor and Crew Leader/Applicator rates include vehicles. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.
- The Contractor shall charge for used herbicides and adjuvants at cost.
- There will be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior the cancellation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

Premium Equipment

Type: N/A

Cost: N/A

- Premium equipment rate does not include supervisor but rather substitutes a premium vehicle for standard vehicle for this additional cost.

Attachment 1 to Exhibit C Documentation Required for all Contract Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this contract depending on the source of funds for this work.

Contractors and Consultants performing work must maintain accurate books, records, documents and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the contract or agreement. The Contractor or Consultant shall allow the District, Federal, State, or other parties providing contract funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the contract or agreement.

Project deliverables and services performed by the Contractor or Consultant should be in a proper and satisfactory manner as described in the Statement of Work. Only Contractor or Consultant expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved contract budget should be paid. All costs should be reasonable, appropriate, necessary, valid and eligible. Expenditures should be made in accordance with applicable laws, rules and regulations and complete (transactions are documented and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the contract.

Invoices for fixed unit rate contracts must show the number of service units being billed, the cost per unit, and be in agreement with contract terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all contractor, consultant and subcontractor invoices. The invoice date and the date of services and deliverables provided should not precede the date that a contract was executed unless specifically provided for in the contract. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final Contractor or Consultant payment.
2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.
 - a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the

Attachment 1 to Exhibit C

Documentation Required for all Contract Payments

amounts on the summary schedule. The Contractor or Consultant must maintain and provide upon request the relevant payroll register pages covering the period of service.

- b. If the contract specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
- c. Purchases or rental of commodities such as materials, equipment, tools, etc. should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the scope of work, reasonable and within the agreement period.
- d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall contract); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); and 4) minimum performance standards were achieved in accordance with contract requirements and expectations.
- e. If the contract allows for the separate billing of travel costs such costs must comply with the District's travel policy which includes the submission of a completed District provided *Travel Expense Reimbursement* form along with documentation of all travel expense items listed on the form. If the District's form is not used, the form must contain the same information as provided in the District's form.
- f. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. Contractors/Consultants must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the contract.
- g. The requirements above also apply to subcontractors.

EXHIBIT "E-1"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract/ Solicitation No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature

Title

Date



EXHIBIT "E-2"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
(Name of SBE Subcontractor) a partnership; a corporation; an individual; a joint venture

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____
(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		\$	%
2		\$	%
3		\$	%
Total Value of Work		\$	%

_____ SBE Subcontractor Signature _____ Title _____ Date

EXHIBIT "E-3"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**SMALL BUSINESS ENTERPRISE SUBCONTRACTOR
REVISED PARTICIPATION SCHEDULE**

Contract No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The prime contractor must notify the District when the need to replace a Small Business Enterprise (SBE) Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan and a brief explanation of the need for the addition or replacement. Please enter the explanation in the space provided below.

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature

Title

Date



EXHIBIT "F-1"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Small Business Enterprise Subcontractor Utilization Report

Project Name ⁽¹⁾		Contract Number and Work Order Number (if applicable) ⁽²⁾	
Report Number ⁽³⁾	Reporting Period ⁽⁴⁾ to	Small Business Enterprise Contract Goal ⁽⁵⁾	Contract Completion Date ⁽⁶⁾
Contractor Name ⁽⁷⁾		Contractor Telephone Number ⁽⁸⁾ () -	Contractor Email Address ⁽⁹⁾
Contractor Street Address ⁽¹⁰⁾	Project Manager Name ⁽¹¹⁾	Project Manager Telephone Number ⁽¹²⁾ () -	Project Manager Email Address ⁽¹³⁾

Small Business Enterprise Payment Report						
Federal Identification Number ⁽¹⁴⁾	SBE Subcontractor Business Name ⁽¹⁵⁾	Description of Work ⁽¹⁶⁾	Project Amount ⁽¹⁷⁾	Amount Paid this Reporting Period ⁽¹⁸⁾	Invoice Number ⁽¹⁹⁾	Total Paid to Date ⁽²⁰⁾
Total Paid to Date for All Small Business Enterprise Subcontractors ⁽²¹⁾ \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) ⁽²²⁾	Contractor Name – Authorized Personnel (sign) ⁽²³⁾	Title ⁽²⁴⁾	Date ⁽²⁵⁾
----------------------------------------------------------------	---------------------------------------------------------------	-----------------------	----------------------

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** - Enter the District contract number and work order number, if applicable (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01).
- Box (3) Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 - 11/01/2011).
- Box (5) SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

EXHIBIT "F-2"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Final Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Small Business Enterprise Payment Report						
Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Small Business Enterprise Subcontractors (21) \$						0.00
I certify that the above information is true to the best of my knowledge.						
Contractor Name – Authorized Personnel (print) (22)		Contractor Name – Authorized Personnel (sign) (23)		Title (24)	Date (25)	

**South Florida Water Management District
Instructions to Small Business Enterprise Subcontractor Utilization Report**

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** - Enter the District contract number and work order number, if applicable. (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01)
- Box (3) Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series. (i.e., 1, 2, 3)
- Box (4) Reporting Period** - Enter the beginning and end dates for which this report covers. (i.e., 10/01/2011 - 11/01/2011)
- Box (5) SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s). (i.e., electrical services)
- Box (17) Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project. (i.e., amount in the subcontract agreement)
- Box (18) Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

EXHIBIT "H"
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INSURANCE REQUIREMENTS CHECKLIST

RFP 600001057 – Ground Application Services

TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS
Must be Included if marked "X"	Commercial General Liability Comprehensive Coverage/ Other Coverage And Endorsements	Bodily Injury & Property Damage <u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$2,000,000. Products – Comp/Op Aggregate</u>
	(Please note special instructions →)	Special instructions:
X	Occurrence Form	Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder. Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.
X	Premises Operations	
	Delete XCU Exclusion (if applied)	
X	Products Completed	
X	Contractual	
X	Independent Contractors	
	Broad Form Property	
X	Personal Injury	
	Blasting	
	Demolition	
X	Watercraft – by exception for Non-Owned or Hull/ P&I (if used in project)	
X	Pollution extension, CPL or separate EIL for pollution losses, including herbicide application	
X	Automobile Liability Any Auto Covered All-terrain Vehicle Liability ATVs, UTVs, Buggies or Similar Vehicle	Bodily Injury & Property Damage <u>\$500,000.</u> Combined Single Limit (Ea. accident) <u>\$10,000.</u> PIP
X	Workers' Compensation and Employer's Liability (if required per F.S. Chapter 440)	Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>
X	Environmental Impairment Liability, CPL or Pollution Liability Extension, (including herbicide application)	Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit
South Florida Water Management District, Cemex Construction Materials Florida, LLC, Florida Rock Industries, Inc. d/b/a Vulcan Materials Company, APAC Southeast, Inc. d/b/a Preferred Materials, Inc., and Tarmac American, LLC d/b/a Titan America, LLC must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability, Professional Liability and Inland Marine. Contractor must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404 except for Professional Liability and Inland Marine. Endorsements must be listed on the certificate or copies provided.		
The Certificate holder shall be designated as: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		Insurance Requirements reviewed by: DGW 03/04/2020



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

WORK ORDER NO: PO NO: 950000 _____ Must be referenced on invoices	SFWMD Project Manager: Phone: _____ Email: _____ SFWMD Contract Specialist: Phone: _____ Email: _____
---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

Firm Name: Address: City/State/Zip:	Firm's Project Manager: Phone: _____ Email: _____ Fax: _____
--------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

In accordance with Contract No.460000 , dated _____ for _____ , the South Florida Water Management District hereby directs the firm to perform the services for the project as detailed in Exhibit B-X {Insert B-1, B-2, etc} Statement of Work, attached hereto and made a part of this Work Order for the amount specified below. Exhibit C-X{Insert C-1, C-2,etc.) Payment and Deliverable Schedule applicable to this project is also attached and made a part of this Work Order. Start/Completion Dates are specified below.

1. Work Order Start Date: _____	2. Completion Date: _____
----------------------------------------	----------------------------------

3. Work Order Type & Funding: *Not To Exceed* *Time & Materials/Not-to-Exceed* *Fixed*

Current FY _____ \$ _____ **Total Work Order Amount:** \$ _____

*Multi-Year Funding: Yes No PR# _____

*FY _____ Amount \$ _____

*FY _____ Amount \$ _____

*FY _____ Amount \$ _____

*Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 3.1 of Exhibit A

4. Small Business Enterprise (SBE) Participation:

SBE Contract / Work Order Participation Goal: _____ % NA

SBE Utilization for this Work Order: _____ % N/A

Subcontractor Name(s): _____

Accepted by: _____ Procurement SBE Section

Date: _____

New subcontractor proposed for this Work Order?
Select one: YES NO
Name: _____

Signature of Firm: Accepted by: _____ Authorized Representative Title: _____ Date: _____	SFWMD Approval: _____ CS Initial Accepted by: _____ Procurement Representative Title: _____ Date: _____
---------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------