

INVITATION TO BID
DISTRICT ROAD REPAIR SERVICES
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 23B-011)

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting bids for District road repairs including the supply, delivery, and installation of road materials. This will include limerock and installation of water bars and/or turnouts. The District has identified 46 roads and recreation sites totaling approximately 50 miles in Escambia, Santa Rosa, Okaloosa, Washington, Bay, Walton, Holmes, Liberty, Calhoun and Jackson counties. The District anticipates awarding the work by road section/recreation site to the contractor(s) who submits the lowest price per ton and total lump sum price for the specified road section or recreation site. The Work may be awarded to one or multiple contractors. The qualified contractor(s) providing the lowest bid for the services will enter into an agreement with the District, a draft of which is contained within the Invitation to Bid. The specifications and conditions contained in the draft agreement should be reviewed and taken into consideration when preparing bids.

The deadline for submission of bids and the opening of the sealed bids is 2:00 P.M. Eastern Time (ET) July 11, 2023. The bid opening is open to the public. Provisions will be made to accommodate those with a disability provided the District is given at least 72 hours advance notice. All bids must conform to the instructions in the Invitation to Bid (ITB) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete ITB package from the District's website (<http://www.nwfwater.com>) or from the State of Florida's Vendor Information Portal website at: [MyFloridaMarketPlace Vendor Information Portal](#). A copy of the complete ITB package can also be obtained at the above address or by calling (850) 539-5999.

Table of Contents

	<u>PAGE</u>
PART 1 GENERAL INFORMATION	
1.1 Definitions	4
1.2 Purpose	4
1.3 Issuing Office, Date and Location of Opening	4
1.4 Invitation to Bid	4
1.5 Awarding of Bid	4
1.6 Development Costs	5
1.7 Conflict of Interest	5
1.8 District Forms and Rules	5
1.9 Oral Presentations	5
1.10 Inquiries	5
1.11 Timetable	6
1.12 Delays	6
1.13 Submission and Withdrawal	6
1.14 Addenda	8
1.15 Equal Opportunity	8
1.16 Public Crimes/Discriminatory/Antitrust Violator Vendors	8
1.17 Scrutinized Companies, Boycotting	9
1.18 Inspector General Cooperation	9
1.19 Compliance with Health and Safety Regulations	9
1.20 Insurance	9
1.21 Prohibited Contact	10
1.22 Specification and Award Protest	10
1.23 Publicity	10
1.24 Waiver of Minor Irregularities	10
1.25 Cooperative Purchasing	11

Table of Contents (continued)

	<u>PAGE</u>
1.26 Performance Bond	11
PART 2 SCOPE OF SERVICES	11
PART 3 BID REQUIREMENTS	11
3.1 Rules for the Bids	11
3.2 Bid Bond	12
3.3 Vendor Registration and W-9 Forms	12
3.4 Vendor Checklist	13
PART 4 EVALUATION OF BIDS	13
PART 5 BID FORMS	15-20
PART 6 DRAFT AGREEMENT	21

PART 1

GENERAL INFORMATION

1.1 DEFINITIONS

For the purpose of this bid, “respondent” or “bidder” means contractor, vendors, consultants, organizations, firms, or other persons submitting a response to this Invitation to Bid.

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing this Invitation to Bid (ITB) for the project titled “**District Road Repair Services.**”

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

Northwest Florida Water Management District (Headquarters)
Attn: Agency Clerk
81 Water Management Drive
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),
JULY 11, 2023, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District is soliciting bids for District road repairs including the supply, delivery, and installation of road materials. This will include limerock and installation of water bars and/or turnouts. The district has identified 46 roads and recreation sites totaling approximately 50 miles in Escambia, Santa Rosa, Okaloosa, Washington, Bay, Walton, Holmes, Liberty, Calhoun and Jackson counties.

1.5 AWARDING OF BID

The District anticipates entering into a contract with the bidder(s) who submits a qualified responsive bid(s) judged by the District to be the lowest cost for the specified services. The District reserves the right to award the bid(s) to the next lowest responsive bidder in the event the successful respondent fails to enter into the Agreement, or the Agreement with said respondent is terminated within 90 days of the effective date.

The respondent understands this bid does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until the bids are reviewed and

accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties.

The District reserves the right to reject any and all bids, to negotiate with the qualified Contractor(s) submitting the lowest bid(s), to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per s. 255.0991, F.S., the District has no regulation that provides Contractor preference as described in that statute.

All bids may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor Information Portal website.

1.6 DEVELOPMENT COSTS

The District shall not be responsible or liable for any expenses incurred in connection with the preparation of a response to this bid. Respondents should prepare the bid simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the bid.

1.7 CONFLICT OF INTEREST

The award hereunder is subject to Ch. 112, F.S. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries, or branches.

1.8 DISTRICT FORMS AND RULES

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with the bids. All bids must comply with applicable Florida Statutes, laws, and rules.

1.9 ORAL PRESENTATIONS

There will not be oral presentations for this solicitation.

1.10 INQUIRIES

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Benjamin Faure at Benjamin.Faure@nwfwater.com, **no later than 12:00 P.M. (NOON) Eastern Time (ET) on June 26, 2023**. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda and answers to substantive questions on its website and on the State of Florida's Vendor Information Portal website at least ten (10) calendar days before the bid

opening date (see *Section 1.14 Addenda*). Firms are responsible to check the District’s website or State of Florida’s Vendor Information Portal website for addenda.

1.11 TIMETABLE

The District and respondents shall adhere to the following schedule in all actions concerning this bid.

- A.** On June 19, 2023, the District issues the Invitation to Bid.
- B.** From the time of issuance on June 19, 2023 until 12:00 P.M. Eastern Time (ET) on June 26, 2023, the District will receive inquiries on the ITB.
- C.** If substantive questions are received, District will issue an Addendum at least ten (10) calendar days prior to bid opening.
- D.** Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET), July 11, 2023*. Bids received after the bid opening deadline will not be considered.
- E.** From opening time, the District will review and evaluate the bids on a timely basis.
- F.** The District may enter into a contract(s) with the qualified Contractor(s) submitting the lowest responsive bid(s) after conducting negotiations and obtaining appropriate approvals.

*Denotes a public meeting.

1.12 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting the information to the District’s website and State of Florida’s Vendor Information Portal website.

1.13 SUBMISSION AND WITHDRAWAL

The respondent must submit the bid in person, by mail, or courier such as UPS, etc. to this address:

Northwest Florida Water Management District
Attn: Agency Clerk
81 Water Management Drive
Havana, FL 32333-4712

Please be advised mail delivery to the District is not always by 2:00 P.M. Eastern Time.

Bids not submitted to this address do not constitute “delivery” and are not considered “received by” the District as required by this ITB. Submittal of bids other than in person, by mail, or courier such as UPS, etc. shall not be accepted.

Respondents shall submit one printed copy of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

“SEALED BID FOR ITB 23B-011, DISTRICT ROAD REPAIR SERVICES, TO BE OPENED JULY 11, 2023 AT 2:00 P.M. (EASTERN TIME) AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT”

The sealed envelope or box shall also include the respondent’s name and business address. Bids received after the bid opening deadline will not be considered. **Bids received by the bid opening deadline but not properly sealed and labeled shall not be considered.**

Respondents who utilize courier service packing and shipping materials shall place the bids in a **sealed and labeled** opaque envelope or box as described above inside the courier-supplied shipping materials. Courier service delivery shall use the same address listed previously in this section.

It is the respondent's responsibility to ensure his/her bid submission is delivered at the proper time and place of the opening. **Bids that are, for any reason, received after the established deadline will not be considered.** If a respondent chooses to hand deliver a sealed bid in person during regular business hours of 8:00 A.M. (ET) to 5:00 P.M. (ET), a receptionist will be available to receive the respondent’s bid.

Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 and asking for the Agency Clerk before the bid opening time. Submittal of bids other than in person, by mail, or courier such as UPS, etc. shall not be accepted.

A respondent may withdraw a bid by notifying the District in writing at any time prior to the opening. Respondents may withdraw bids in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the District and will not be returned to the respondents.

All bids must be made on the required **Bid Sheet, Bidder Acknowledgement and Bidder Information Forms** (see PART 5 of this ITB). All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

Respondents must satisfy themselves of the accuracy of their response in the **Bid Sheet, Bidder Acknowledgement and Bidder Information Forms** by examination of the criteria and specifications including addenda. After bids have been submitted, respondents shall not assert that there was a misunderstanding concerning the number or type of parameters nor the accuracy required of each parameter.

Bids received by the District in response to this ITB will become a public record (unless an exemption to Florida’s Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the bids, whichever is earlier. If the District rejects all bids and concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from Florida’s Public Records Law until such time as the District provides notice of an

intended decision concerning the reissued ITB or until it withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the bid opening, whichever is earlier.

1.14 ADDENDA

If addenda become necessary, the District will provide written addenda and post addenda on the District's website and on the State of Florida's Vendor Information Portal website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda have been received. Failure of the respondent to obtain any addenda does not relieve respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

1.15 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts and purchases.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their bids. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.16 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS

In accordance with sections 287.133, 287.134, and 287.137, F.S., a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000), unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

1.17 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or
 - b. Is engaged in business operations in Cuba or Syria.

By submitting a response, the respondent certifies that it is not currently on the aforementioned lists or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the Contractor engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and bring a civil action against the respondent, as provided for in s. 287.135, F.S.

1.18 INSPECTOR GENERAL COOPERATION

Prospective contractor or vendor understands and shall comply with s. 20.055(5), F.S., which states: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

1.19 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

Prospective contractor or vendor shall comply with all applicable federal, state, and local rules and regulations in providing services to the District. This requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

1.20 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage. In the event a contract is awarded to a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies, or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. The Contractor shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the Contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than: Bodily

Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; and Bodily Injury by Disease \$1,000,000 each employee.

Evidence of all such insurance satisfactory to the District shall be furnished with the executed Agreement prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

1.21 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.22 SPECIFICATION AND AWARD PROTEST

Any person who is adversely affected by the District's award shall file with the District a notice of protest in writing within 72 hours after the posting of the award. With respect to a protest of the terms, conditions, and specifications contained in this ITB, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the ITB or the addenda to the ITB that contains the new term, condition or specification that is protested. The formal written protest shall be filed within 10 days after the date the notice of protest is filed with a bond pursuant to s. 287.042(2)(c), F.S. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Ch. 120, F.S. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods. **The failure to file a protest within the time prescribed in s. 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Ch. 120, F.S.**

1.23 PUBLICITY

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this bid or the service or any project to which it relates.

1.24 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in bids received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

1.25 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-District purchases are independent of the agreement between District and Vendor, and the District shall not be a party to any transaction between the Vendor and any other purchaser.

1.26 PERFORMANCE BOND

A performance bond in the amount of twenty-five percent (25%) of the total contract amount (Contractor's total lump sum bid), with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check made payable to: "NFWFMD" may be provided to the District, in lieu of a surety performance bond.

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The successful bidder(s) will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project Manager. In case of failure of the bidder to execute the Agreement, the District may at its option consider the bidder in default, in which case the bid bond accompanying the bid proposal shall become the property of the District.

PART 2

SCOPE OF SERVICES

The District has identified 46 roads and/or recreation sites totaling approximately 50 miles which require road repair services to improve and repair District roads for public access and District maintenance purposes.

Please review the attached draft "**District Road Repair Services Agreement**" for the complete description of the Work including all required operations, road locations, required material specifications, technical specifications, schedules, instructions, and terms and conditions.

PART 3

BID REQUIREMENTS

3.1 RULES FOR THE BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.

- B. One printed copy** must be submitted in a properly marked envelope or box in person, by mail, or commercial courier. See PART 1, *Section 1.13 Submission and Withdrawal* of this ITB for further details.
- C.** All bids shall be completed and submitted on the attached **Bid Sheet, Bidder Acknowledgement and Bidder Information Forms** (PART 5).
- D.** The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.
- E.** Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price, as noted on the bid sheet.
- F.** All costs whether direct or indirect which will be ultimately paid by the District must be included in the price on the **Bid Sheet, Bidder Acknowledgement and Bidder Information Forms** (PART 5). Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
- G.** The award hereunder is subject to Ch. 112, F.S. All bidders shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries, or branches.
- H.** The selected respondent(s) will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project Manager. In case of failure of the respondent to execute the agreement within the timeline above, the District may at its opinion consider the respondent in default, in which case the District may award the bid to another respondent at its sole discretion.
- I.** The District reserves the right to reject any and all bids, to negotiate with the qualified respondent submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per s. 255.0991, F.S., the District has no regulation that provides contractor preference as described in the statute.

3.2 BID BOND

A Bid Bond will not be required to submit a bid for ITB 23B-011.

3.3 VENDOR REGISTRATION AND W-9 FORMS

The selected Vendor(s) will be required to complete a Vendor Registration Form and W-9 Form once the awarded Vendor(s) is notified by the District Project Manager.

3.4 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 23B-011) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your bid to ensure you included all required documentation? **The omission of required items will result in rejection of the bid.**
- Have you completed, signed, and included the **Bid Sheets, Bidder Acknowledgement and Bidder Information Forms (pages 15 through 20)**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- Have you selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your bid will arrive before the deadline?
- Is your envelope properly marked and is there one printed copy of the bid included? See *Section 1.13 Submission and Withdrawal* of this ITB for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

PART 4

EVALUATION OF BIDS

4.1 EVALUATION METHOD AND CRITERIA

The District will evaluate all bids and anticipates awarding the “**District Road Repair Services**” to one or multiple contractors, **by individual road**, based upon the lowest price per ton and total lump sum bid, for the specified road repair, inclusive of all components required to complete the Work, including equipment, materials, installation, manpower, and mobilization and demobilization costs.

Evaluation of the bid materials will be carried out by staff of the Northwest Florida Water Management District using the criteria listed below:

1. The bid will be awarded to the contractor(s) who submits the lowest price per ton and lowest total lump sum bid for the specified road repair project for “**District Road Repair Services.**”
2. If two or more bids are tied, the following process will be followed: the bid will be awarded to the respondent earning the most points from the following, each being assigned one point for a total of up to three points:

- a. One point to a respondent that certifies compliance with s. 288.703(1), F.S., as a certified minority business enterprise;
- b. One point to a respondent that certifies compliance with s. 295.187(3)(a), F.S., as a certified veteran's business enterprise; and
- c. One point to a respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program.
- d. If there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5
BID FORMS

5.1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-011)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
DISTRICT ROAD REPAIR SERVICES
BID NUMBER 23B-011

Road No.	Road Name Or Rec. Site Name	Material	Total Material Tonnage (Tons)	Bid Price Per Ton* OR NB = No Bid	<u>Lump Sum Bid Price*</u> Price Per Ton X Total Tons = Lump Sum Bid) OR NB = No Bid	
1	Frank Reeder Loop Rd	1" - 3" limerock	2,500	\$	X 2,500	\$
2	Fillingim Rd	1/2" - 1 1/2" limerock	500	\$	X 500	\$
3	The Pipes Rd	1/2" - 1 1/2" limerock	650	\$	X 650	\$
4	Little Williams Rd	1/2" - 1 1/2" limerock	575	\$	X 575	\$
5	Salters Lake Rd	1/2" - 1 1/2" limerock	375	\$	X 375	\$
6	Mystic Springs Rd	1/2" - 1 1/2" limerock	260	\$	X 260	\$
7	Swift Rd	1/2" - 1 1/2" limerock	1,200	\$	X 1,200	\$
8	Haiseal Rd	1/2" - 1 1/2" limerock	6,500	\$	X 6,500	\$
9	Cotton Creek Rd	1/2" - 1 1/2" limerock	1,000	\$	X 1,000	\$
10	Sparkleberry Rd	1/2" - 1 1/2" limerock	400	\$	X 400	\$
11	Devil's Hole Rd	1/2" - 1 1/2" limerock	800	\$	X 800	\$
12	Walsingham Campsite Rd	1/2" - 1 1/2" limerock	120	\$	X 120	\$
13	Tom Johns Landing Rd	1/2" - 1 1/2" limerock (120 Tons) 1" - 3" limerock (480 Tons)	600	\$	X 600	\$
14	White Oak Landing Rec Site	1/2" - 1 1/2" limerock	200	\$	X 200	\$
15	Mud Hole Rd	1" - 3" limerock	2,500	\$	X 2,500	\$
16	Lodge Dr	1/2" - 1 1/2" limerock	300	\$	X 300	\$
17	Hammock Pond Rec Site	1" - 3" limerock	300	\$	X 300	\$
18	Pitt Williford Connector Trail	1/2" - 1 1/2" limerock	500	\$	X 500	\$

19	Walsingham Bridge Rd North	1" - 3" limerock	1,500	\$	X 1,500	\$
20	Jelk Tract Rd	1/2" - 1 1/2" limerock	500	\$	X 500	\$
21	Lafayette Creek East Rd	1" - 3" limerock	1,200	\$	X 1,200	\$
22	Tilley Landing Rd	1"- 3" limerock (500 Tons) 1/2" - 1-1/2" limerock (1300 Tons)	1,800	\$	X 1,800	\$
23	Cow Lake Rd	1/2" - 1 1/2" limerock	600	\$	X 600	\$
24	Bruce Creek Landing Rec Site	1/2" - 1 1/2" limerock	200	\$	X 200	\$
25	Cerragordo Landing Rec Site	1" - 3" limerock	200	\$	X 200	\$
26	Baker Landing Rec Site	1" - 3" limerock	400	\$	X 400	\$
27	Bear Hewitt Rd	1" - 3" limerock	1,400	\$	X 1,400	\$
28	Westville Rd	1" - 3" limerock	2,000	\$	X 2,000	\$
29	Gritney Rd	1" - 3" limerock	1200	\$	X 1200	\$
30	Boynton Landing Rd	1" - 3" limerock	350	\$	X 350	\$
31	Brunson Landing Rd	1/2" - 1 1/2" limerock	200	\$	X 200	\$
32	Burnt Sock Landing Rd	1/2" - 1 1/2" limerock	800	\$	X 800	\$
33	Cotton Landing Rd	1/2" - 1 1/2" limerock	1,200	\$	X 1,200	\$
34	Live Oak Landing Rd	1/2" - 1 1/2" limerock	200	\$	X 200	\$
35	Spurling Rec Site	1/2" - 1 1/2" limerock	200	\$	X 200	\$
36	Gum Creek Rd	1" - 3" limerock	3,500	\$	X 3,500	\$
37	Douglas Ferry Rd	1" - 3" limerock	450	\$	X 450	\$
38	Beaverdam Creek Rd	2" - 5" limerock	3,038	\$	X 3,038	\$
39	Greenback South Rd	2" - 5" limerock	1,306	\$	X 1,306	\$
40	Greenback North Rd	2" - 5" limerock	1,464	\$	X 1,464	\$
41	Pig and Coon Rd	2" - 5" limerock	1,300	\$	X 1,300	\$
42	Altha Tract Forest Rd 1	1/2"- 1-1/2" limerock	1,815	\$	X 1,815	\$

43	Altha Tract Forest Rd 2	2" - 5" limerock	268	\$	X 268	\$
44	Section 9 Forest Rd 1	2" - 5" limerock	700	\$	X 700	\$
45	Section 9 Forest Rd 2	2" - 5" limerock	444	\$	X 444	\$
46	Bellamy Loop Rd West	2" - 5" limerock	1,226	\$	X 1,226	\$

*** Price Per Ton and Total Lump Sum bid are inclusive of all components to complete the Work including equipment, materials (including rock and/or fabric for low water crossings, etc.), installation, labor, delivery, and mobilization and demobilization costs.**

Grand Total/Lump Sum Bid Amount for District Road Repairs: \$ _____

Bidder Signature

Date

Agency or Business Name

5.1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-011) (continued)

a) Business Name and Address:

b) Years of experience conducting road repair services: _____

c) List of subcontractors, if any, that may be used to perform District road repair services:

<u>Name</u>	<u>Address</u>	<u>Type of Firm</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) List of similar road repair projects that you completed within the past 24 months:

<u>Date</u> <u>(Month/Year)</u>	<u>Location</u> <u>(County/State)</u>	<u>Number</u> <u>of Miles</u>	<u>For Whom</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5.1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-011) (continued)

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for this project and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid.

I, the undersigned, having read Parts I through VI of this Invitation to Bid, bid number 23B-011, and the attached draft “**District Road Repair Services Agreement**,” and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to *Section 1-18* above.

_____ Authorized Bidder Signature	_____ Bidder Title
_____ Bidder Name (Print or Type)	_____ Company Name
_____ Date	_____ Address
_____ Area Code Telephone Number	_____ City State Zip
_____ E-mail Address	_____ Federal Employers Identification (FEID #) (Use SS # if no FEID #)

(The area below this line is to be completed by NFWFMD Agency Clerk only.)

Unsigned bids may be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Agency Clerk
Northwest Florida Water Management District

5.2 BIDDER INFORMATION FORM

1. Bidder Information	
Bidder Firm Name:	
Is this firm a certified minority business enterprise as defined in section 288.703(1), F.S.? If yes, please provide documentation.	Circle One: Yes No
Is this firm a certified veteran’s business enterprise as defined in section 295.187(3)(a), F.S.? If yes, please provide documentation.	Circle One: Yes No
Has this firm implemented a Drug-Free Workplace program in compliance with section 287.087, F.S.? If yes, please provide documentation.	Circle One: Yes No
2. Bidder Statement of Qualification	
<p>I understand that the above information is required to submit a bid in response to ITB No. 23B-011. By signing this form, I acknowledge that all information is accurate and correct to the best of my knowledge.</p>	
<p>_____</p> <p>Person Completing Form (print name)</p>	<p>_____</p> <p>Signature</p>

PART 6

6.1 DRAFT 2023 DISTRICT ROAD REPAIR SERVICES AGREEMENT

Please see the attached Draft Agreement. This agreement is subject to change subsequent to legal counsel review.

**Agreement for
District Road Repair Services
Between
Northwest Florida Water Management District
And
<Insert Contractor Name>
NFWFMD Contract Number 23B-011**

This agreement (the "Agreement") is by and between the Northwest Florida Water Management District (the "District") and <Insert Company Name>, a <Insert Company type> company (the "Contractor"). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

The Contractor shall perform and render all services hereunder (the "Work") as an independent contractor of the District and not as an agent, representative, or employee of the District. Work shall be provided and performed in accordance with the Contractor's bid response (the "Bid Response") under ITB 23B-011 entitled "District Road Repair Services" and as set forth in Exhibits 1 and 2 attached hereto and incorporated herein by reference.

A. INTENTIONALLY OMITTED

B. INTENTIONALLY OMITTED

C. As part of this Agreement, the Contractor may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the District. Such requests would be made through a Task Order negotiated at a fair price for goods and services.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other Work provided for under this Agreement.

B. The District's approval of field activities, reports, drawings, other services, and incidental Work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its Work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all Work in accordance with the Quality Assurance requirements set forth in the Contractor's proposal with said Work performed in accordance with the generally accepted standards and professional practices. The District's review, approval, acceptance, or payment for any of the Work shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the Work furnished under this Agreement.

D. As provided under s. 216.347, F.S., expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

- E. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in Work.
- F. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- G. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, 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 award or making of this Agreement.
- H. The Contractor certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the Term or Renewal Term, as defined herein. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- I. The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest which would conflict in any manner or degree with the performance under this Agreement.
- J. Performance Bond. Prior to commencing Work, the Contractor shall provide a Performance Bond in an amount of \$XX,XXX.XX equal to twenty-five percent (25%) of the Contract Price of \$XXX,XXX.XX which shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in Section 2C. hereof.

A certified Cashier's Check made payable to: "NFWFMD" may be provided to the District in lieu of a surety performance bond.

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Contractor will be required to execute this Agreement and provide the performance bond within ten (10) calendar days of execution.

The Performance Bond or Cashier's Check amount shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

K. INTENTIONALLY OMITTED

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation for the Work shall not exceed XXX DOLLARS (\$XXX,XXX) and, in any event, shall not exceed the availability of funds and current budget authorizations as approved by the District's Governing Board.
- B. The Contractor shall submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of this Agreement to assure the availability of funding for final payment.
- C. Payment of any invoice will be subject to inspection and approval by the District's Project Manager or District's designee. The District's Project Manager will determine, in his/her sole discretion, whether or not the Contractor has successfully completed the authorized Work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager. Payment will be made upon inspection and approval of the applicable Work within thirty (30) days of receipt of an approved invoice. Payment for any Work that is not approved by the District's Project Manager will be withheld until the Contractor completes the Work on such road to the District's Project Manager's approval. Invoices shall include the Contractor name and address, invoice number, Contractor's taxpayer identification number, date, time period covered by the invoice, the Contract Number of this Agreement, the Road Repair Project Name, the length of Work completed and the Quantity (tons or cubic yards), type of material applied by road, and a signed certification by the Contractor's Project Manager that the Work being invoiced has been completed. In addition to submitting a detailed invoice, the following supporting documents must be submitted prior to the District approving the invoice for payment.
 - i. Scale tickets showing the weight (tons) of materials delivered and applied to each Road Repair project shall be provided with the invoices to document the amount of material provided and installed. All scale tickets shall be scanned and provided in one Adobe pdf. file attachment.
 - ii. A Microsoft Excel spreadsheet, supporting the Scale tickets provided for all materials utilized for each specific road repair project, shall be provided and will include the following: Date, Time, Ticket #, Vendor, Total Tons/Cubic Yards, and a Running Total and Final total of the tonnage/cubic yards utilized (sorted by date and time).

- D. Any subcontractor fees and other direct expenses required for completion of the Work will be billed at actual cost without mark-up and must be identified and pre-approved by the District. All travel shall be in accordance with s.112.061, F.S., and District policy, which requires pre-approval by the District. In such instances, travel expenses must be submitted on District travel forms.
- E. An original invoice, including appropriate backup documentation, shall be submitted to both the District’s Project Manager, at the contact information included in Section 6.B., and the District’s Accounting Department at: AccountsPayable@nfwwater.com.

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the last date of execution by a party (the “Effective Date”) and shall expire on April 30, 2024 (the “Term”), except for such obligations of the parties that expressly continue beyond the Term. The District’s performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District’s annual budget.
- B. INTENTIONALLY OMITTED
- C. INTENTIONALLY OMITTED
- D. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Term. It is expressly understood and agreed by and between the Contractor and the District that the Term is a reasonable amount of time in which to complete the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- E. If the Contractor shall fail to complete Work within the Term, or extension thereof granted by the District, then the Contractor shall be in default and shall forfeit the Performance Bond required in Section 2.

SECTION 6 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 6.B. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District’s Project Manager for this Agreement is identified below:

Benjamin Faure, or successor	
Northwest Florida Water Management District	
6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	Benjamin.Faure@nfwwater.com

The District's Site Managers for this Agreement are identified below:

West Region (Escambia, Santa Rosa, Okaloosa Counties)

Daniel Wesley, or successor	
Northwest Florida Water Management District	
6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	Dan.Wesley@nfwwater.com

Central Region (Bay, Holmes, Walton, Washington Counties)

Sean Creel, or successor	
Northwest Florida Water Management District	
6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	Sean.Creel@nfwwater.com

East Region (Liberty, Calhoun, Jackson Counties):

Coakley Taylor, or successor	
Northwest Florida Water Management District	
6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	Coakley.Taylor@nfwwater.com

The Contractor's Project Manager for this Agreement is identified below:

Insert Contractor Representative, or successor	
Insert Company Name	
Insert Address	
City, ST, ZIP	
Telephone No.:	(XXX) XXX-XXXX
E-mail Address:	Insert Email Address

- C. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be an Amendment, agree that additional work shall be undertaken within the general scope of this Agreement.
- E. INTENTIONALLY OMITTED

F. The District shall, at its sole discretion, determine whether the Work has been satisfactorily completed.

SECTION 7 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 8 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Bid Response are pre-approved for use under this Agreement.
- B. The Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on invoices for such Work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all Work elements or arrangements included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 9 – LAW COMPLIANCE

The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

SECTION 10 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 10 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Ch. 120, F.S.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying

the reason and effective date thereof. Upon such notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new Work requiring additional compensation without written approval by the District.

- C. The District may at any time and for any reason give notice of immediate termination of this Agreement at the District's convenience and sole discretion. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.
- D. Upon termination in any event, the Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including, but not limited to, the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for Work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all Work products completed or in progress at the date of termination.

SECTION 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from the Work. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.
- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- D. All deliverables, including Work not accepted by the District, are District property when the Contractor has received compensation therefore, in whole or in part. For any Work subject to patent or copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. The Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Contract Documents, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District's sole risk and without liability

to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Contractor shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 12 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records Law under Ch. 119, F.S., or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Ch. 119, F.S. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 13 – CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

SECTION 14 – PUBLIC ENTITY CRIME/DISCRIMINATORY/ANTITRUST VIOLATOR VENDOR LIST

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to s. 287.134, F.S. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.
- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on

any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on leases of real property to a public entity, may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity, pursuant to s. 287.137, F.S. The Florida Department of Management Services is responsible for maintaining the antitrust violator list. Questions regarding the antitrust violator vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

SECTION 15 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the Term, or Renewal Term, if applicable, and for five (5) years following the termination or expiration of this Agreement. In the event any Work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records Law under Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Ch. 119, F.S., and s. 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in s. 119.0701(1)(a), F.S. [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under Ch. 119, F.S., or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, the Contractor shall 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 in Ch. 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the Term, Renewal Term, if applicable, and following termination or expiration of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon termination or expiration of this Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records

required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records.

- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F.S., OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nfwwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

SECTION 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with s. 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

SECTION 17 – PAYMENTS

- A. Payment will be made upon inspection and approval of Work and within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review, all as further set forth herein.
- B. The Contractor agrees to participate in electronic funds transfer payments from the District.

SECTION 18 – FINANCIAL CONSEQUENCES; REMEDIES

- A. In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If the Contractor fails to complete the Work within the Term or extension thereof granted by the District in its sole discretion but does complete the Work within thirty (30) days after the Term, the compensation therefore shall be reduced by two percent (2%). If the Contractor fails to complete the Work within the Term or extension thereof granted by the District in its sole discretion but does complete the Work after thirty (30) days but within sixty (60) days after the Term, the compensation therefore shall be reduced by five percent (5%).
- B. If the Contractor shall fail to complete the Work within sixty (60) days after the Term or extension thereof granted by the District in its sole discretion, then the Contractor shall be in default and shall forfeit the performance bond required in Section 2.
- C. Cumulative Remedies. The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such

signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT; SEVERABILITY

The contract documents (“Contract Documents”) which make up this Agreement consist of: this Agreement document, (ii) Invitation to Bid 23B-011, (iii) the Bid Response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the proposal submitted by the Contractor, and (vii) all modifications issued subsequent thereto, together with Exhibit 1 and Exhibit 2 and Exhibit Maps attached hereto. The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached. This Agreement, including the Contract Documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 21 – MISCELLANEOUS

Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine and travel restrictions.

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the date below written.

Northwest Florida Water Management District
Havana, Florida

<Insert Contractor Name>
_____, _____ (city/state)

By: _____
Lyle Seigler
Executive Director

By: _____
Print Name: _____

Date: _____

Date: _____

EXHIBIT 1- THE WORK

The Work is the supply, delivery and installation of road materials including limerock, and the installation of water bars and/or turnouts. This work is to be performed as outlined in Table 1, Table 2 and the Special Conditions and Technical Specification below on 46 District roads/recreation sites totaling approximately 50 miles in Escambia, Santa Rosa, Okaloosa, Washington, Bay, Walton, Holmes, Liberty, Calhoun and Jackson counties.

1. The location, road length, width, material specification, and tonnage needed for road repairs are listed in the tables below.
2. Desired road dimensions for spreading the specified material are listed in Table 1.
3. The Work specifications, type of material required, and any special notes regarding each individual road are listed in Table 2. Please pay special attention to items highlighted in bold as these conditions that are unique to the individual site.

Table 1. Road Repair Location & Dimensions

Road No.	County	Road Repair Project Name	Approximate Length (Linear Feet)	Approximate Width (feet)
1	Escambia	Frank Reeder Loop Rd	15,700	12
2	Escambia	Filligim Rd	2,142	12
3	Escambia	The Pipes Rd	3,956	12
4	Escambia	Little Williams Rd	3,506	12
5	Escambia	Salters Lake Rd	2,288	12
6	Escambia	Mystic Springs Rd	1,286	14
7	Santa Rosa	Swift Rd	7,313	12
8	Okaloosa	Haiseal Rd	41,280	12
9	Okaloosa	Cotton Creek Rd	6,392	12
10	Washington	Sparkleberry Rd	2,000	12
11	Washington	Devils Hole Rd	5,000	12
12	Washington	Walsingham Campsite Rd	750	12
13	Washington	Tom Johns Landing Rd	1,700	16
14	Washington	White Oak Landing	500	20
15	Washington	Mud Hole Rd	13500	12
16	Washington	Lodge Dr.	1,750	12
17	Washington	Hammock Pond Recreation Site	800	20
18	Washington/Bay	Pitt/Williford connector trail	5,500	6
19	Washington	Walsingham Bridge Rd North	7,300	12
20	Bay	Jelk Tract Rd	4,000	10

21	Walton	Lafayette Creek East Access Rd	5,800	12
22	Walton	Tilley Landing Rd	11,000	12
23	Walton	Cow Lake Rd	3,200	12
24	Walton	Bruce Creek Landing Rec Site	500	20
25	Holmes	Cerragordo Landing Rec Site	500	20
26	Holmes	Baker Landing Rec Site	1,000	20
27	Holmes	Bear Hewitt Rd	9,000	12
28	Holmes	Westville Rd	12,000	12
29	Holmes	Gritney Rd	7,000	12
30	Washington	Boynton Landing Rd	1,000	20
31	Washington	Brunson Landing Rd	750	20
32	Washington	Burnt Sock Landing Rd	4,500	12
33	Washington	Cotton Landing Rd	5,500	16
34	Washington	Live Oak Landing Rd	800	20
35	Washington	Spurling Rec Site	500	20
36	Washington	Gum Creek Rd	22,500	12
37	Washington	Douglas Ferry Rd.	1,800	20
38	Liberty	Beaverdam Creek Rd	13,810	10
39	Liberty	Greenback South Rd	5,940	10
40	Liberty	Greenback North Rd	6,655	10
41	Liberty	Pig and Coon Rd	5,460	10
42	Calhoun	Altha Tract Forest Rd 1	8,248	10
43	Calhoun	Altha Tract Forest Rd 2	1,221	10
44	Jackson	Section 9 Forest Rd 1	2,358	10
45	Jackson	Section 9 Forest Rd 2	2,020	10
46	Jackson	Bellamy Loop Rd West	5,800	10

All Work shall be performed in accordance with the Technical Specifications listed below.

Technical Specifications

1. The Contractor will supply, deliver and install road materials including limerock, water bars/turnouts to the work specification as outlined in Table 2 below.
2. Prior to placement and spreading of new material on existing roads, the Contractor shall cut, fill and grade the existing road to a smooth surface, pulling all existing loose or eroded material from lower elevations (where possible) and back to an even grade. Where extensive erosion has occurred on District roads, special instructions will be listed in Table 2 which may include providing and placing additional fill material to restore the road to an even grade as specified.

3. Upon spreading and grading of new material, the road shall be compacted to a smooth finish.
4. If the project includes the installation of water bars/turnouts/low water crossings using native materials capped with the rock specified for the project area, site managers will assist with designating the location of water bars/turnouts/low water crossings during the Work operations. These activities are described in the “Work Specifications” column of Table 2.
5. Alternative materials (ex.- different size rock or crushed concrete of appropriate size) can be utilized **only with the written approval of the Site Manager** if the availability of rock or site conditions require changes. Such approval shall be at the sole discretion of the Project Manager.

Table 2- Road Repair Materials, Tonnage, Work Specifications

Road No.	Road Name	Material	Material Tonnage	Work Specifications and Notes
1	Frank Reeder Loop Rd	1" - 3" limerock	2,500	Spread material 12 feet wide by 4 inches thick. Fill a 10'x10'x4' hole. Clean out up to 15 Water Turn Outs
2	Fillingim Rd	1/2" - 1 1/2" limerock	500	Spread material 12 feet wide by 4 inches thick. Clean out up to 6 Water Turn Outs
3	The Pipes Rd	1/2" - 1 1/2" limerock	650	Spread material 12 feet wide by 4 inches thick. Clean out up to 6 Water Turn Outs
4	Little Williams Rd	1/2" - 1 1/2" limerock	575	Spread material 12 feet wide by 4 inches thick. Note- Low Railroad clearance into area - 8'4" to 8'6" . Material will need to be staged adjacent to road prior to railroad crossing and hauled into remaining sections of roadway with low clearance trailer such as pickup style truck with dump trailer and spread with skid steer or similar equipment
5	Salters Lake Rd	1/2" - 1 1/2" limerock	375	Spread material 12 feet wide by 4 inches thick.
6	Mystic Springs Rd	1/2" - 1 1/2" limerock	260	Spread material 14 feet wide by 4 inches thick. Extra rock will be used in parking lot.
7	Swift Rd	1/2" - 1 1/2" limerock	1,200	Spread material 12 feet wide by 4 inches thick. Clean out up to 8 Water Turn Outs

8	Haiseal Rd	1/2" - 1 1/2" limerock	6,500	Spread material 12 feet wide by 4 inches thick. Clean out up to 20 water Turn Outs
9	Cotton Creek Rd	1/2" - 1 1/2" limerock	1,000	Spread material 12 feet wide by 4 inches thick. Clean Out up to 6 Water Turn Outs
10	Sparkleberry Rd	1/2" - 1 1/2" limerock	400	Spread material 12 feet wide by 4 inches thick. Install up to 10 Water Bars/turn outs to divert water using provided rock material
11	Devil's Hole Rd	1/2" - 1 1/2" limerock	800	Spread material 12 feet wide by 4 inches thick
12	Walsingham Campsite Rd	1/2" - 1 1/2" limerock	120	Spread material 12 feet wide by 4 inches thick
13	Tom Johns Landing Rd	1/2" - 1 1/2" limerock 1"-3" Limerock	120 480	Spread 1/2"-1-1/2" Material 4 inches thick in recreation sites. Spread 1"-3" limerock on road as directed. Install up to 10 Water Bars/turn outs on road to divert water using provided rock material
14	White Oak Landing Rec Site	1/2" - 1 1/2" limerock	200	Spread material 4 inches thick throughout recreation site
15	Mud Hole Rd.	1" - 3" limerock	2,500	Spread material 12 feet wide by 4 inches thick
16	Lodge Dr.	1/2" - 1 1/2" limerock	300	Spread material 12 feet wide by 4 inches thick. Install up to 6 Water Bars/turn outs to divert water using provided rock material
17	Hammock Pond Rec Site	1" - 3" limerock	300	Spread material 4 inches thick throughout recreation Site. Install up to 5 Water Bars/turn outs to divert water using provided rock material
18	Pitt Williford Connector Trail	1/2" - 1 1/2" limerock	500	Spread material 6 feet wide by 4 inches thick along trail. Install up to 10 Water Bars/turn outs to divert water using provided rock material. Note-Trail is 6' wide. Material will be required to be delivered to staging area and then spread using skid steer or similar small tracked equipment.
19	Walsingham Bridge Rd North	1" - 3" limerock	1,500	Spread material 12 feet wide by 4 inches thick - Install up to 20 Water Bars/turn outs to divert water using provided rock material

20	Jelk Tract Rd	1/2" - 1 1/2" limerock	500	Spread material 10 feet wide by 4 inches thick. Install up to 5 Water Bars/turn outs to divert water using provided rock material
21	Lafayette Creek East Rd	1" - 3" Limerock	1,200	Spread material 12 feet wide by 4 inches thick. Install up to 10 Water Bars/turn outs to divert water using provided rock material
22	Tilley Landing Rd	1" - 3" Limerock 1/2" - 1-1/2" Limerock	500 1300	Spread material 12 feet wide by 4 inches thick. Install up to 10 Water Bars/turn outs to divert water using provided rock material
23	Cow Lake Rd	1/2" - 1 1/2" limerock	600	Spread material 12 feet wide by 4 inches thick
24	Bruce Creek Landing Rec Site	1/2" - 1 1/2" limerock	200	Spread material 4 inches thick throughout Recreation Site
25	Cerragordo Landing Rec Site	1" - 3" Limerock	200	Spread material 4 inches thick throughout Recreation Site
26	Baker Landing Rec Site	1" - 3" limerock	400	Spread material 4 inches thick throughout Recreation Site
27	Bear Hewitt Rd	1" - 3" limerock	1,400	Spread material 12 feet wide by 4 inches thick
28	Westville Rd	1" - 3" Limerock	2,000	Spread material 12 feet wide by 4 inches thick
29	Gritney Rd	1" - 3" limerock	1200	Spread material 12 feet wide by 4 inches thick
30	Boynton landing Rd	1" - 3" Limerock	350	Spread Material 20 feet wide by 4 inches thick. Install up to 5 Water Bars/turn outs to divert water using provided rock material
31	Brunson landing Rd	1/2" - 1 1/2" limerock	200	Spread material 20 feet wide by 4 inches thick
32	Burnt Sock Landing Rd	1/2" - 1 1/2" limerock	800	Spread material 12 feet wide by 4 inches thick. Install up to 10 Water Bars/turn outs to divert water using provided rock material
33	Cotton Landing Rd	1/2" - 1 1/2" limerock	1,200	Spread material 15 feet wide by 4 inches thick
34	Live Oak Landing Rd	1/2" - 1 1/2" limerock	200	Spread material 20 feet wide by 4 inches thick
35	Spurling Rec Site	1/2" - 1 1/2" limerock	200	Spread material 4 inches thick throughout Recreation Site

36	Gum Creek Rd	1" - 3" Limerock	3,500	Spread material 12 feet wide by 4 inches thick
37	Douglas Ferry Rd	1" - 3" Limerock	450	Spread material 20 feet wide by 4 inches thick
38	Beaverdam Creek Rd	2"-5" limerock	3,038	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material
39	Greenback South Rd	2"-5" limerock	1,306	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material
40	Greenback North Rd	2"-5" limerock	1,464	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material
41	Pig and Coon Rd	2"-5" limerock	1,300	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material
42	Altha Tract Forest Rd 1	1/4"- 1-1/2" Limerock (#57)	1,815	Spread material 10 feet wide by 4 inches thick. Install up to 4 Water Bars/turn outs to divert water using provided rock material
43	Altha Tract Forest Rd 2	2"-5" limerock	268	Spread material 10 feet wide by 4 inches thick. Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material. Install up to 6 Water Bars/turn outs to divert water using provided rock material
44	Section 9 Forest Rd 1	2"-5" limerock	700	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material. Install up to 6 Water Bars/turn outs to divert water using provided rock material
45	Section 9 Forest Rd 2	2"-5" limerock	444	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small

				oversize to fill holes and then cap with smaller material
46	Bellamy Loop Rd West	2"-5" limerock	1,226	Spread material 10 feet wide by 4 inches thick Additional Material included in total tonnage, utilize small oversize to fill holes and then cap with smaller material

Special Conditions

- 1) The Contractor must take care not to damage fences, signs, and any other items of value owned by the District. The Contractor will be held responsible for all damages.
- 2) The Contractor shall not bury onsite any debris or other materials resulting from or associated with the Work. Contractor
- 3) Work may occur only during daylight hours, unless otherwise approved by District.
- 4) The project is located within public wildlife management areas that are open 365 days per year. Some of the Work areas are management roads that are not open to public vehicular travel, while some are open to public vehicular travel. The Contractor will have control of gates for roads that are not open to public vehicular travel and will be allowed to control traffic on roads that are open to public vehicular travel. Where applicable, the Contractor may place their own padlocks on gates and shall ensure that the District's locks and other locks on the gates remain functional for access by District staff and other authorized users of the roads.
- 5) The District retains the right to close down operations in inclement weather if soil disturbance in the project area or damage to roads is deemed by the District to be too severe.
- 6) The Contractor's employees and subcontractors shall enter and exit the project area at designated points and shall ensure that all gates are securely closed and locked when departing the site.
- 7) The Contractor shall adhere to and implement all applicable federal, state, and local environmental laws and regulations as well as applicable best management practices (BMPs) for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual.
- 8) The Contractor shall accept roads *outside of the Work areas* in their present condition and accept responsibility and expenses for any improvements in roads necessary to make the

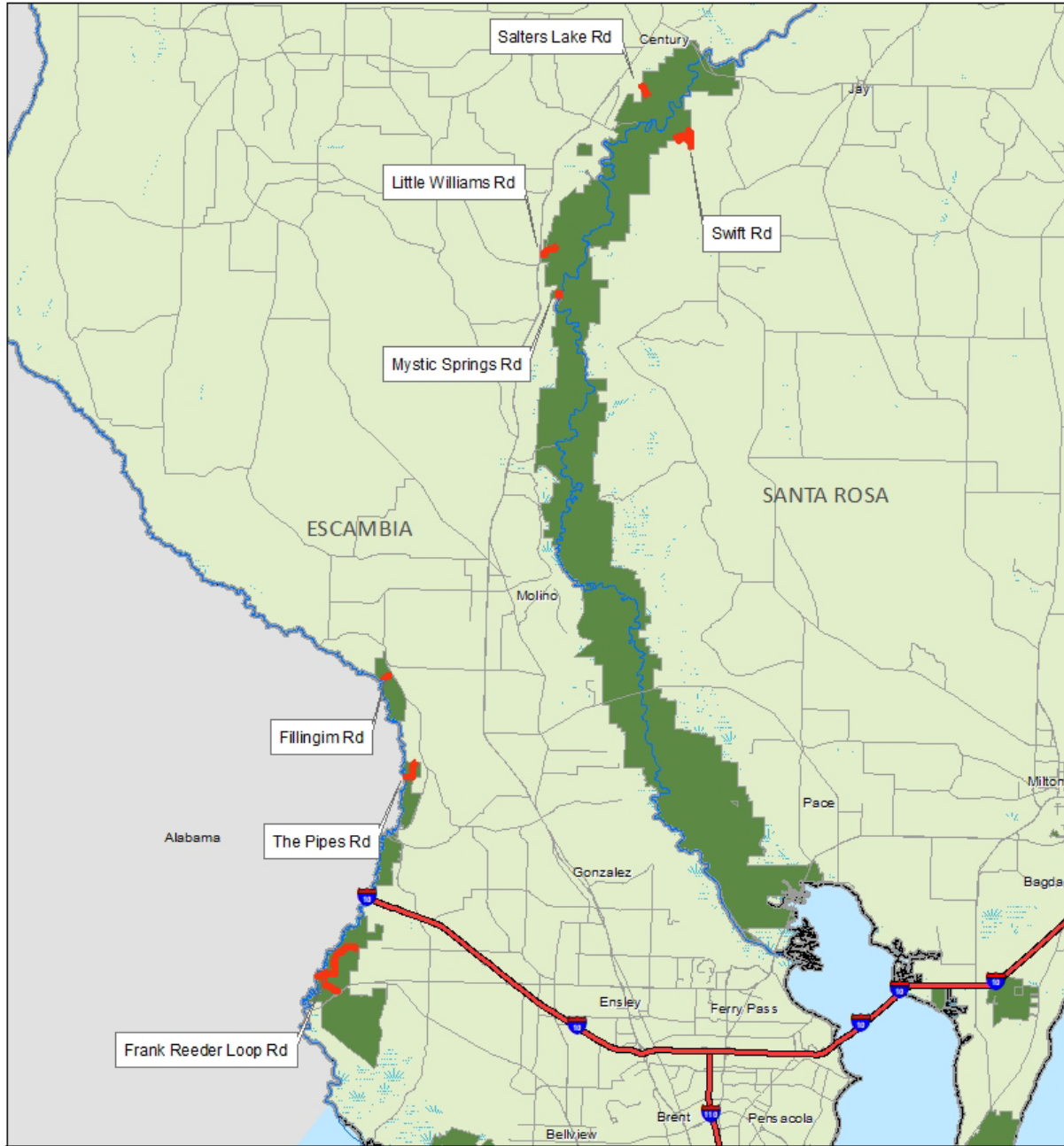
specified road repairs. Rutted roads will be smoothed by the Contractor upon completion of the work and when requested by the District during the work.

- 9) Maintenance of equipment may be conducted on-site only if all product containers, fluids and waste, including used oil, hydraulic oil and all other disposable products, are properly captured and contained, and removed from the site for proper disposal. Petroleum-based fluid spills smaller than 5 (five) gallons that occur from equipment must also be reported to the District, treated with appropriate absorbent and/or other neutralizing agent, and followed by removal and proper disposal of affected soils. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the District and cleaned up properly. Spills that are 25 gallons or greater must be reported to the Florida Department of Environmental Protection (“DEP”) with a field inspection made by DEP, and the Contractor must handle such spills according to DEP instructions. Spills must not be buried with soil and/or sand and left untreated. Equipment that constantly leaks fluid and/or causes other problems on site shall be shut down by a District representative and the contractor may be required to remove the problem equipment from the site.
- 10) The Contractor shall be responsible for seeing that the work area shall remain free from any litter such as oil cans, drums, paper, foam products and other refuse.
- 11) To minimize the possibility of transporting and spreading exotic plant species, equipment must be cleaned of all dirt and plant material prior to moving onto District land.

EXHIBIT 2 - CONTRACTOR'S BID
(To be added after Contract Award)

For a complete list of georeferenced maps of road locations, please visit <https://nwfwater.com/business-finance/district-procurement/>

Exhibit Map - General Location



-  Road Repair
-  Roads
-  NFWMD Owned Lands
-  NFWMD Counties

General Location Map
Northwest Florida Water Management District
District Road Repairs
Escambia County and Santa Rosa County, Florida

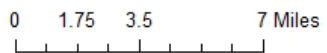


Exhibit Map - General Location

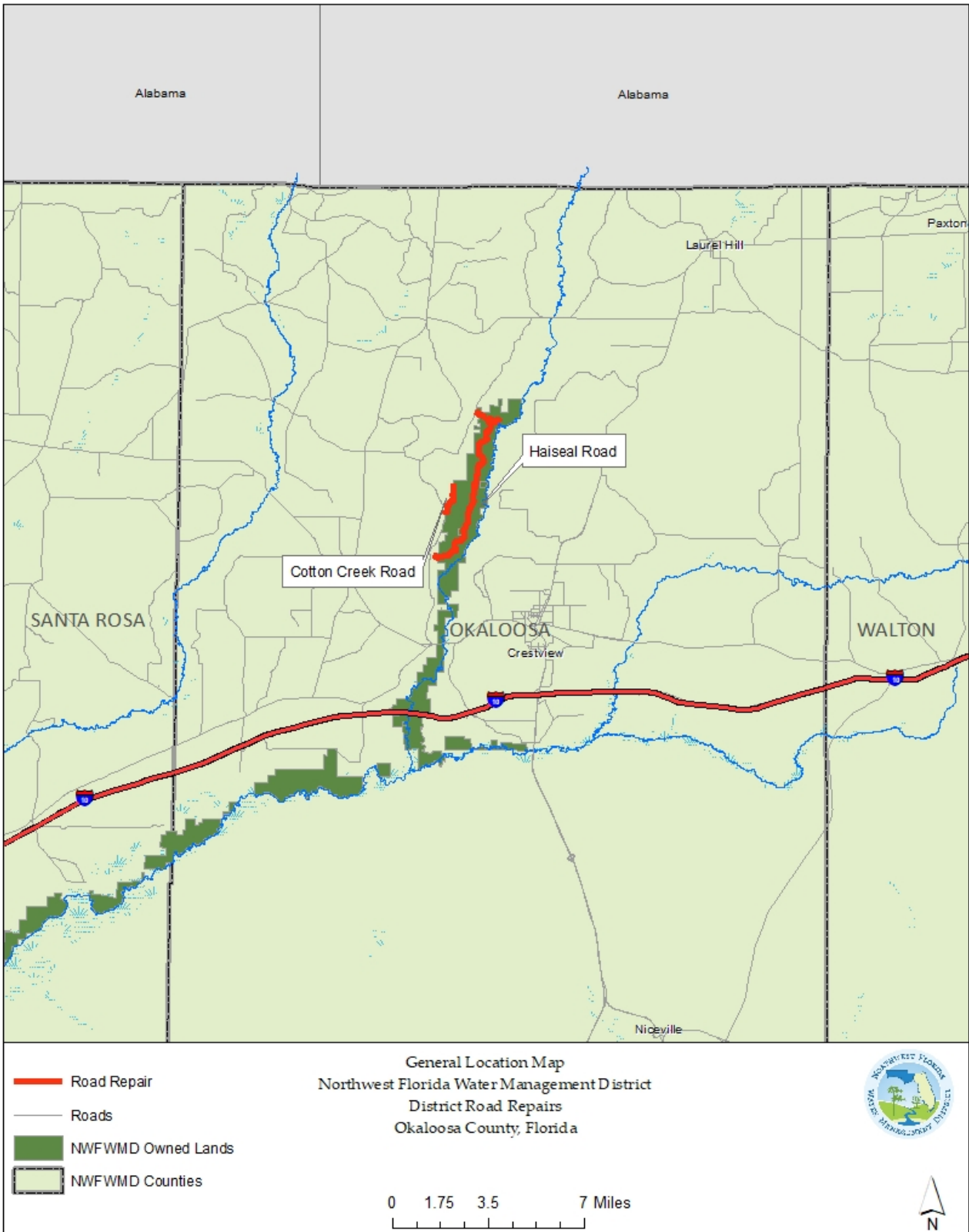


Exhibit Map - General Location

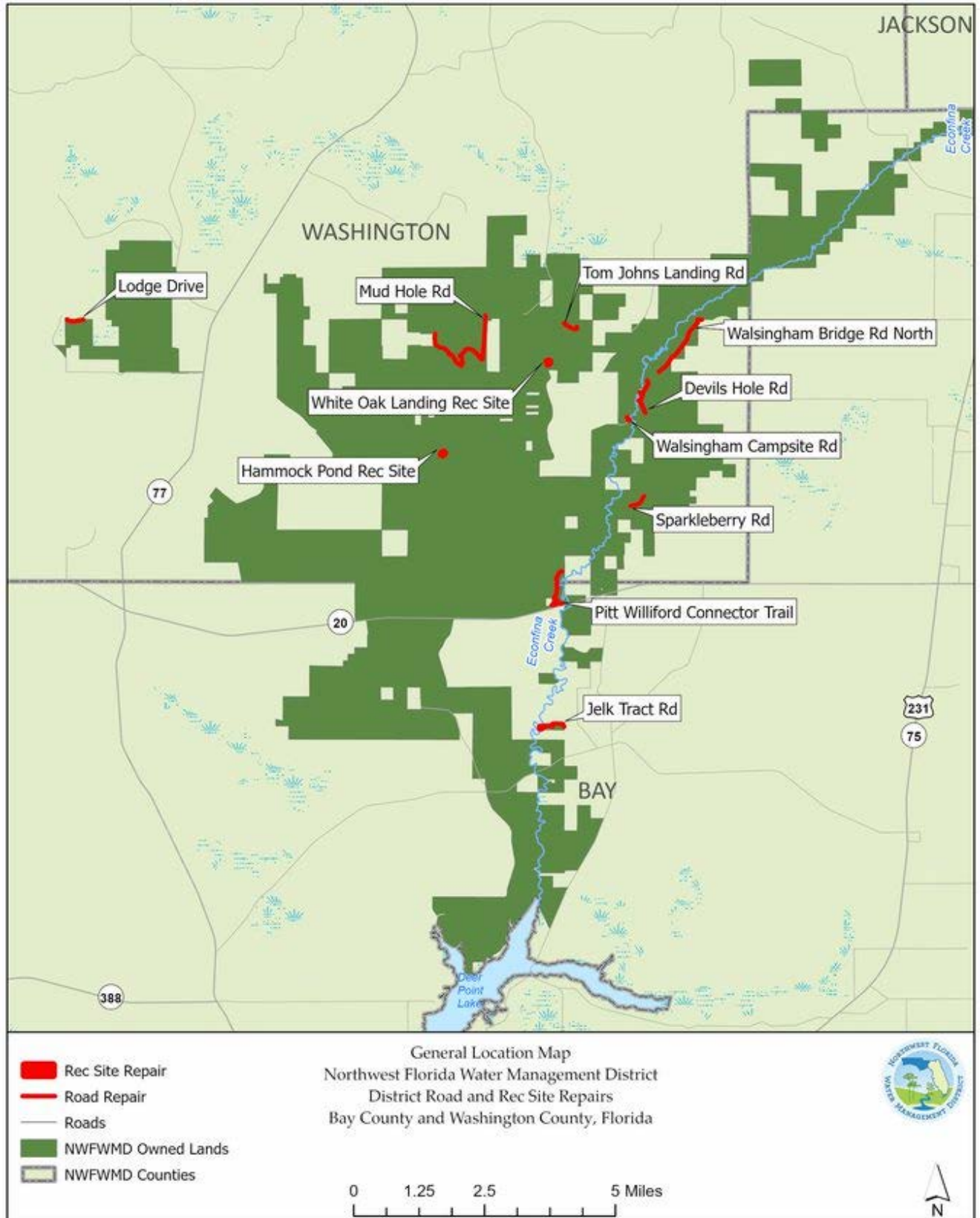


Exhibit Map - General Location

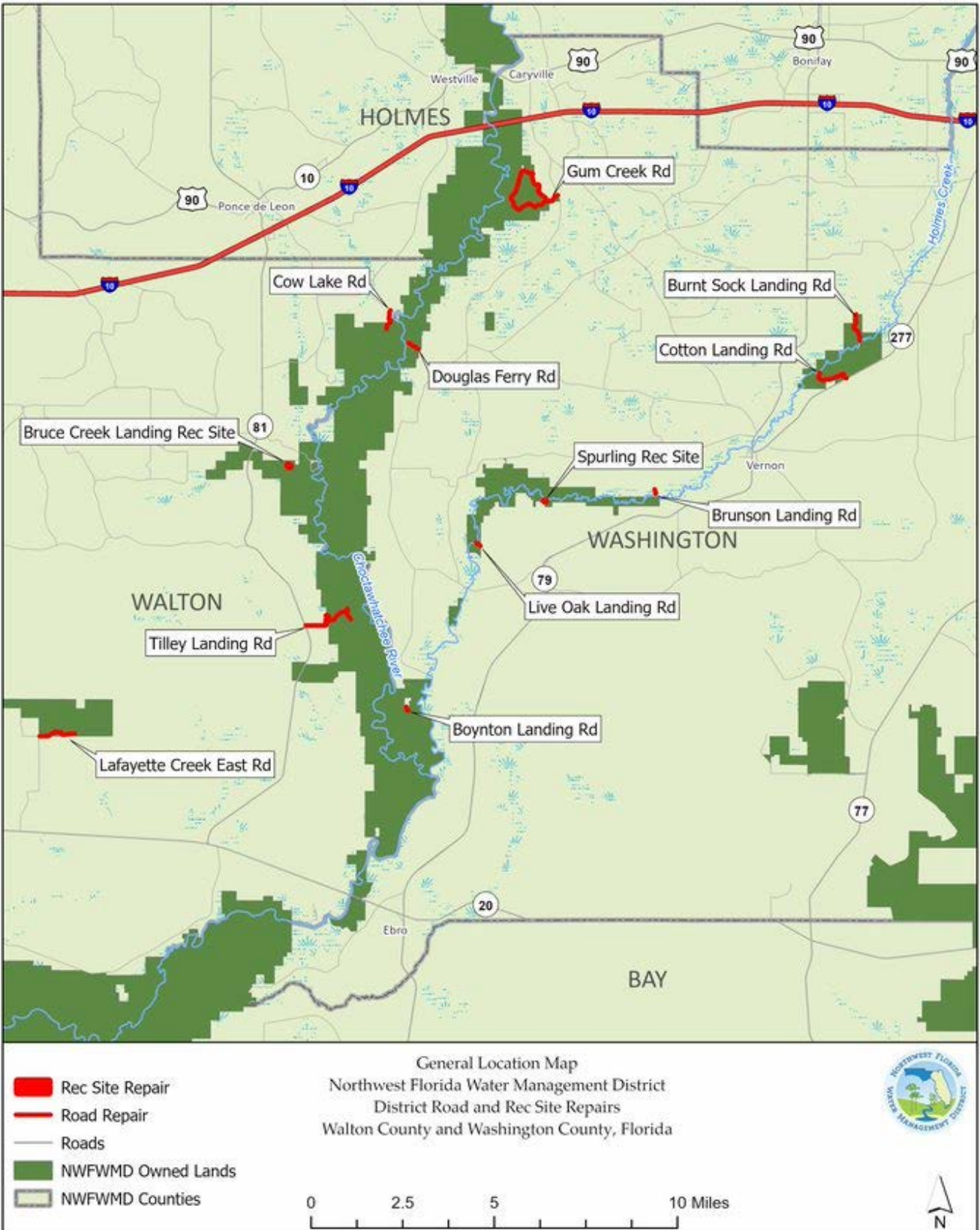


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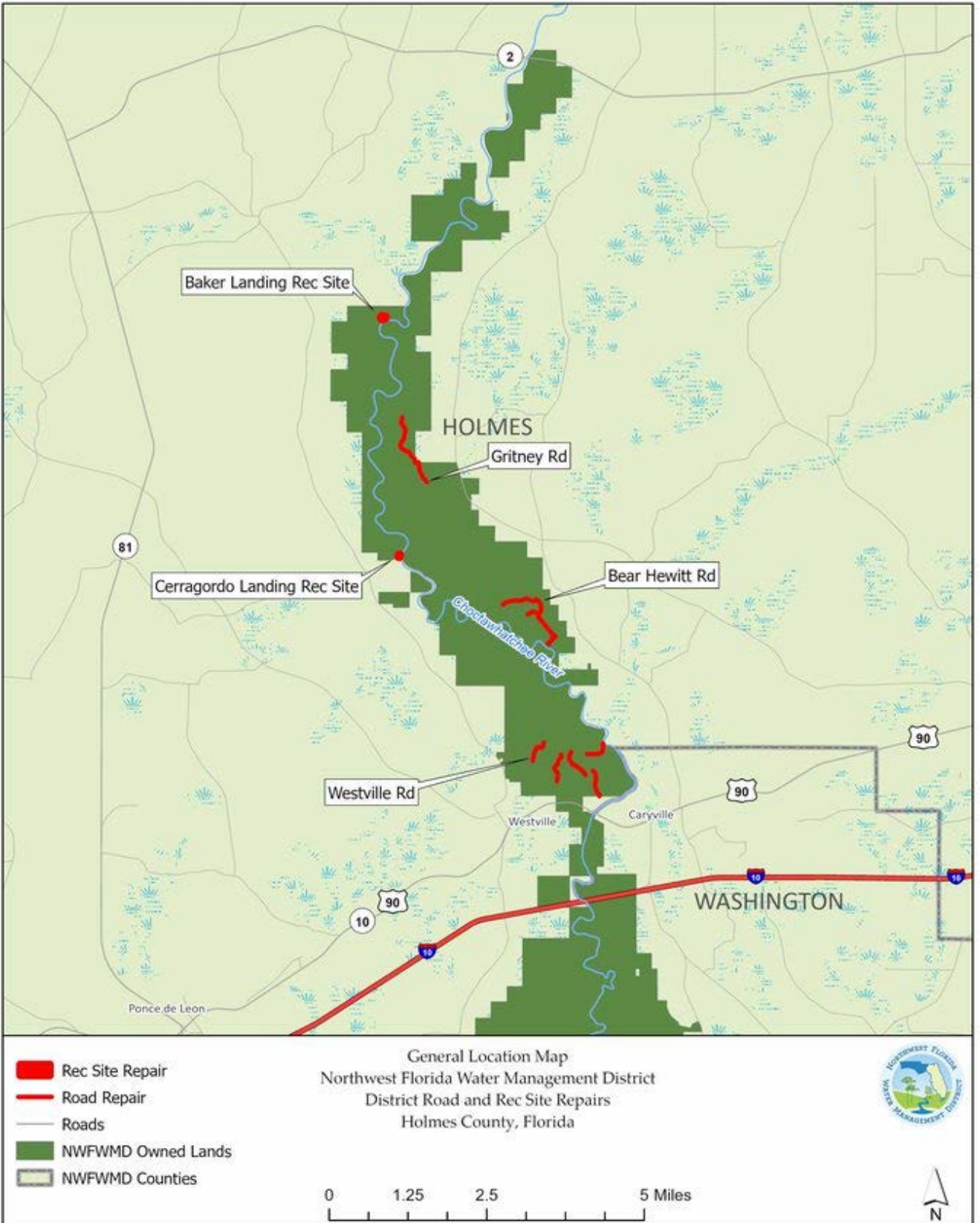


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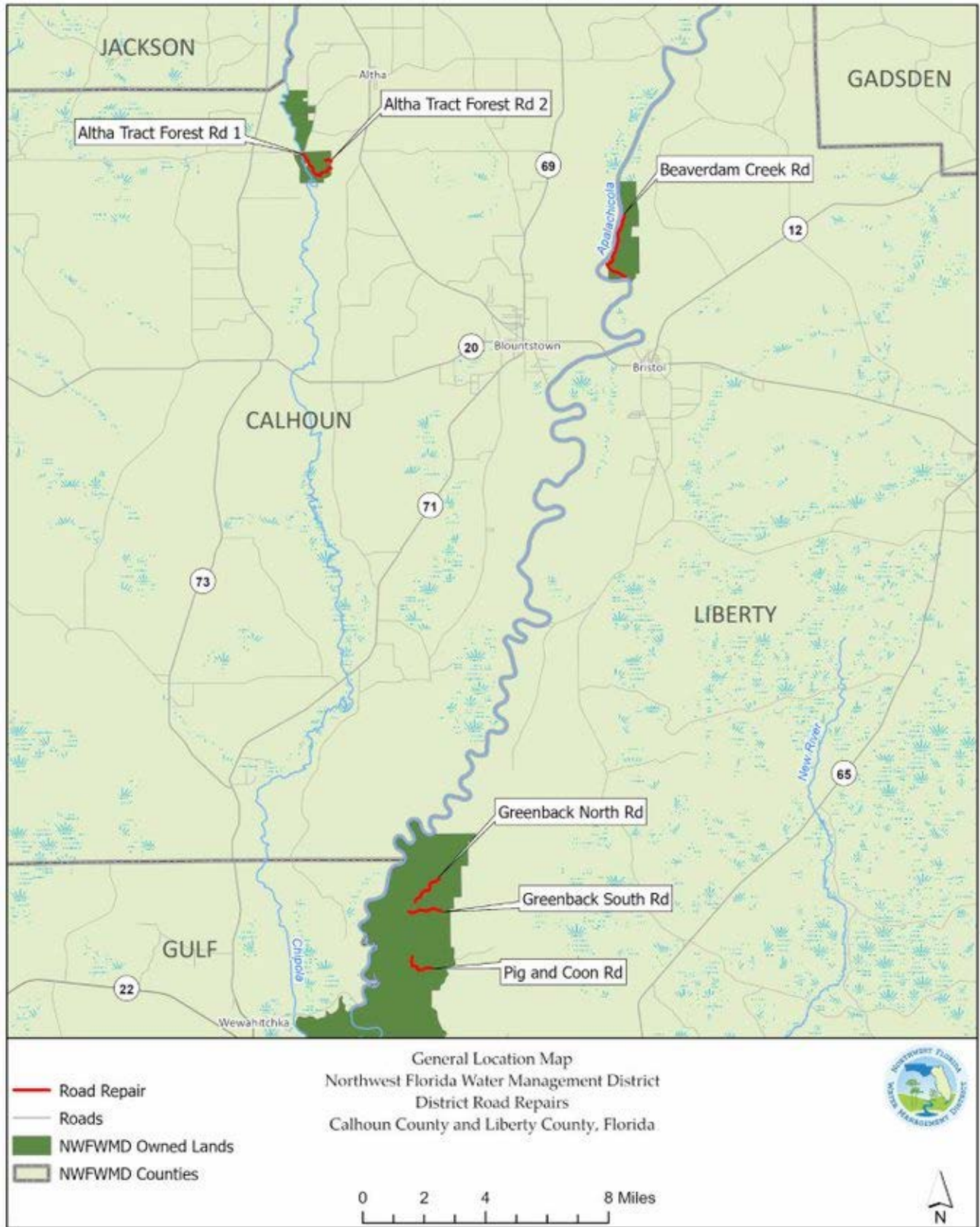


Exhibit Map - General Location

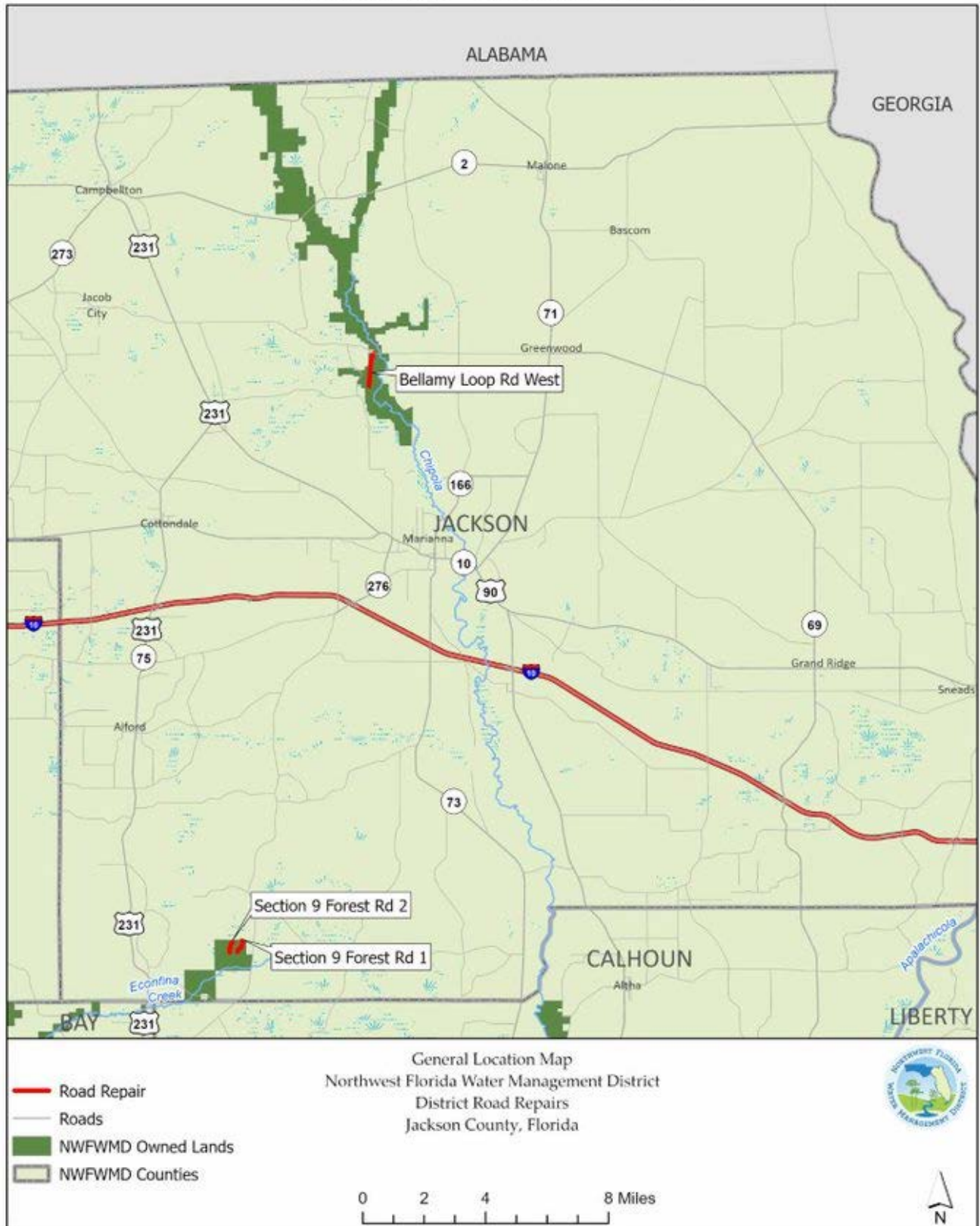


Exhibit Map - Frank Reeder Loop Road



Exhibit Map - Fillingim Road



Exhibit Map - The Pipes Road



Exhibit Map - Little Williams Road



Exhibit Map -Salters Lake Road

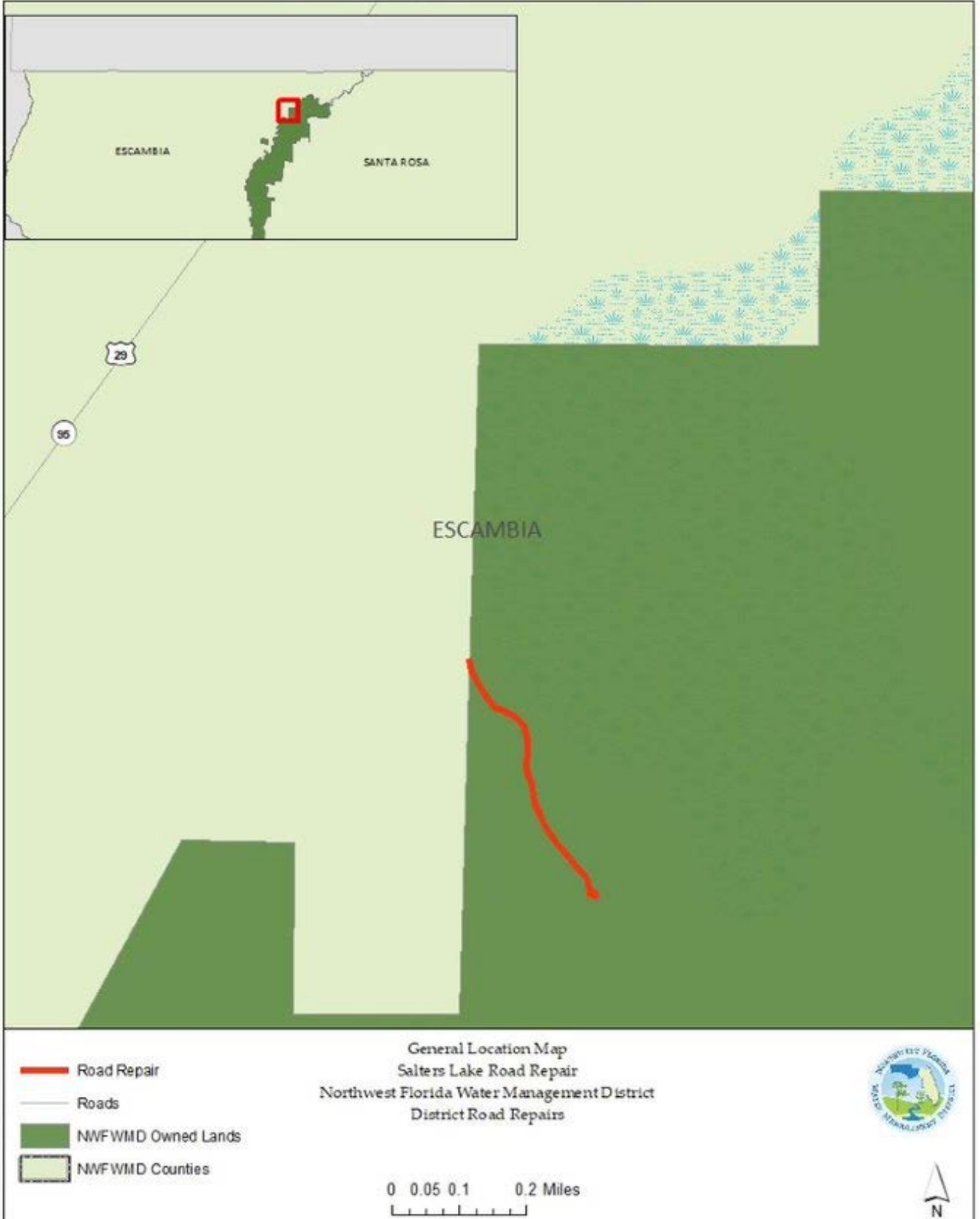


Exhibit Map - Mystic Springs Road

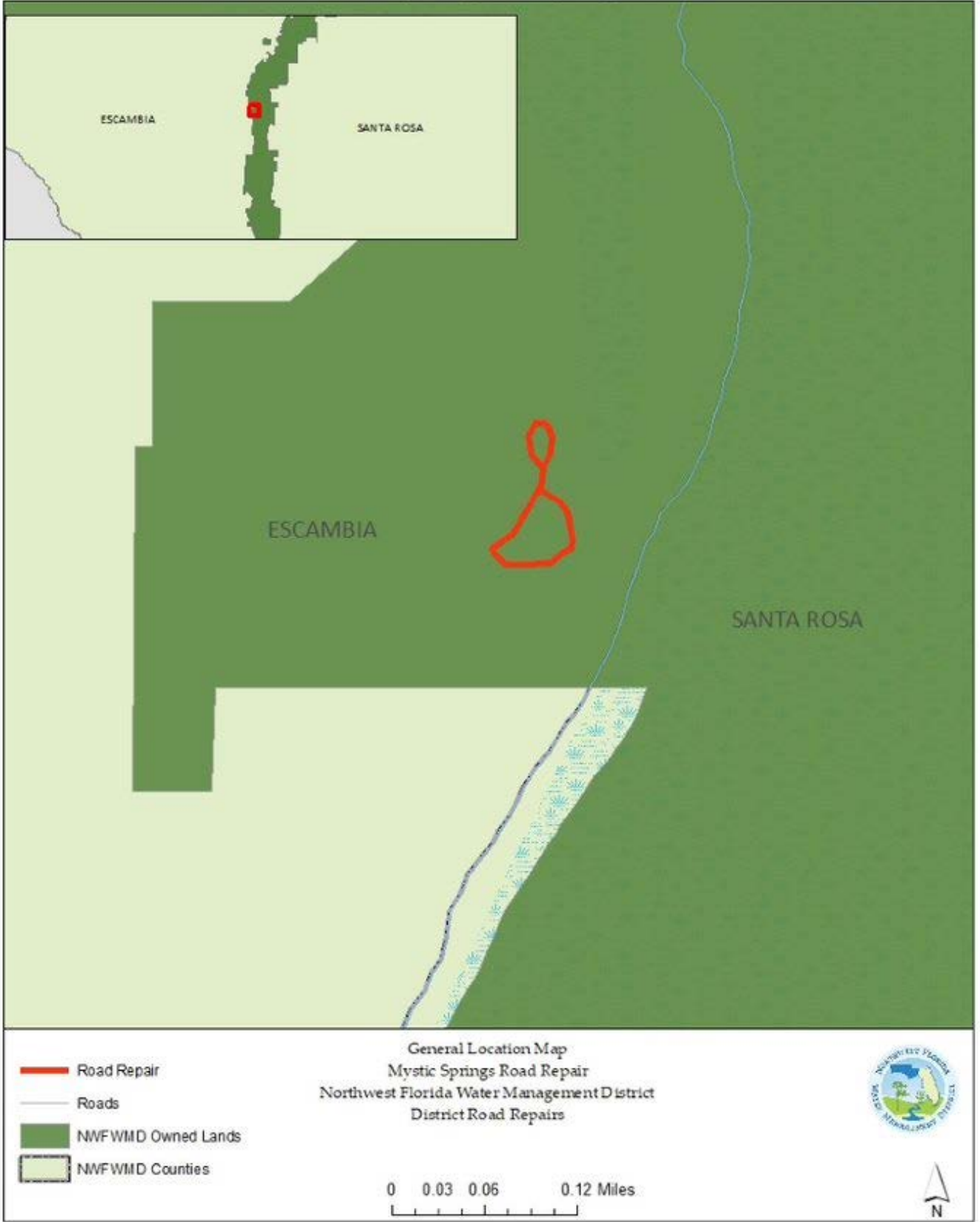


Exhibit Map -Swift Road



Exhibit Map - Haiseal Road

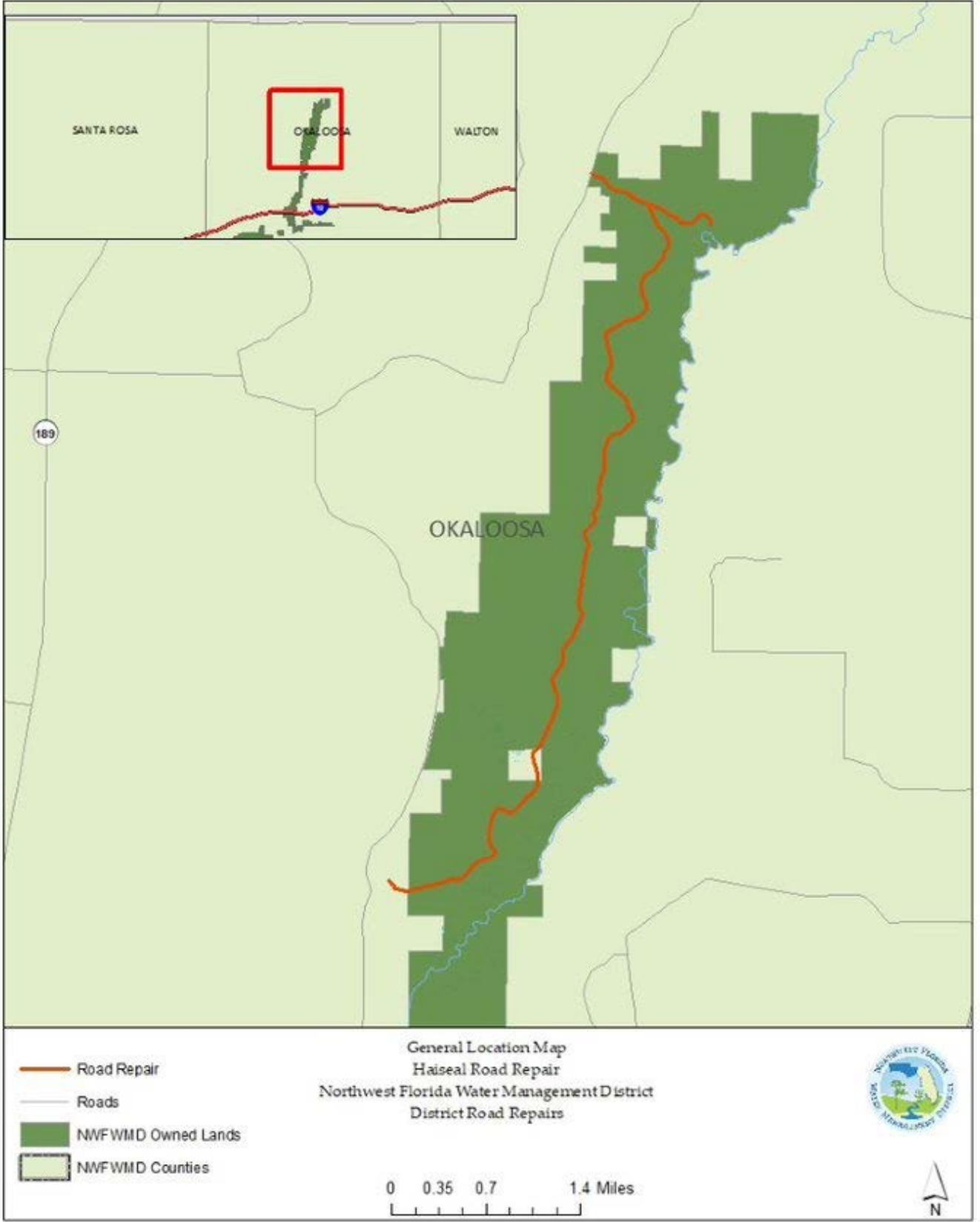


Exhibit Map - Cotton Creek Road

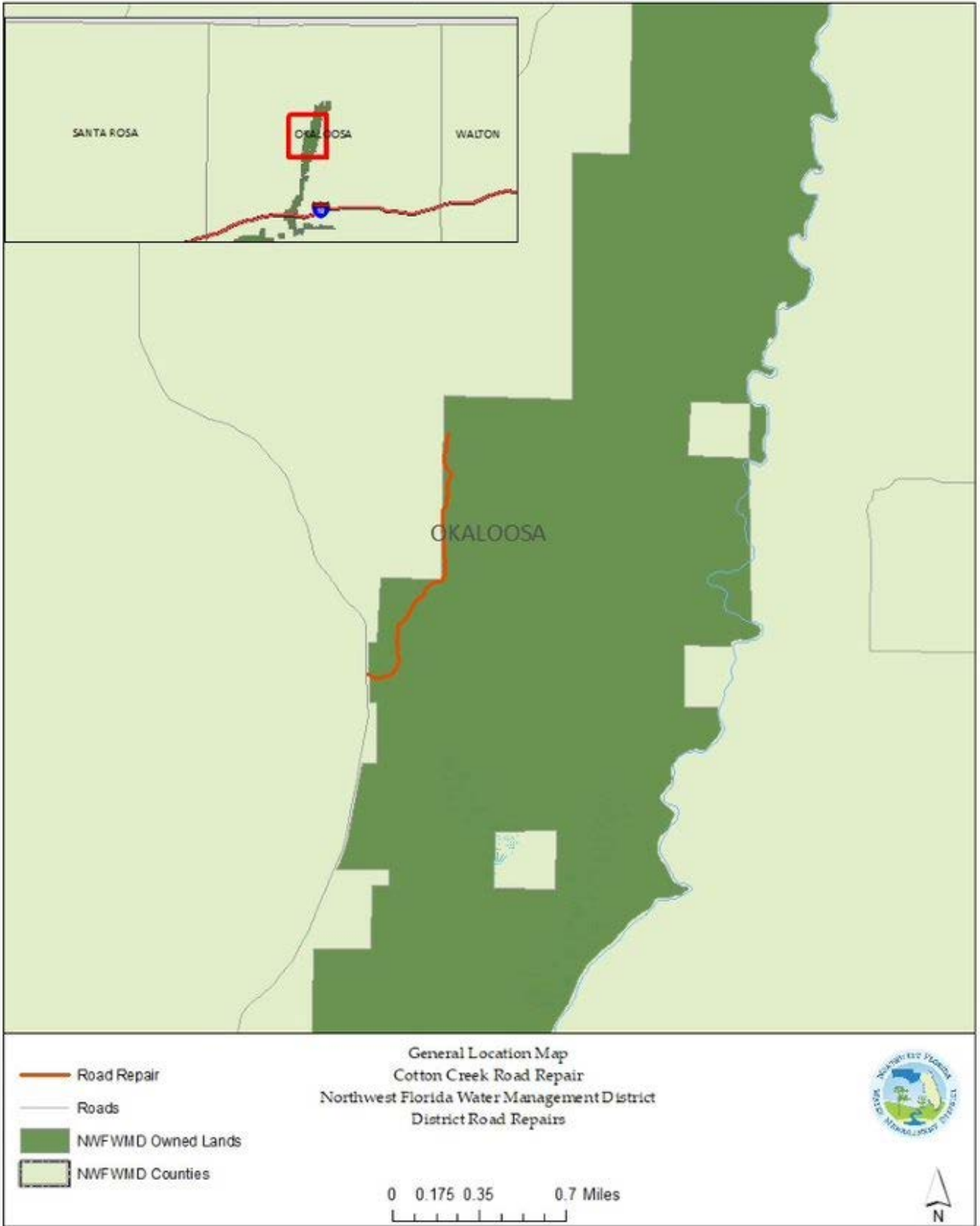


Exhibit Map - Sparkleberry Rd

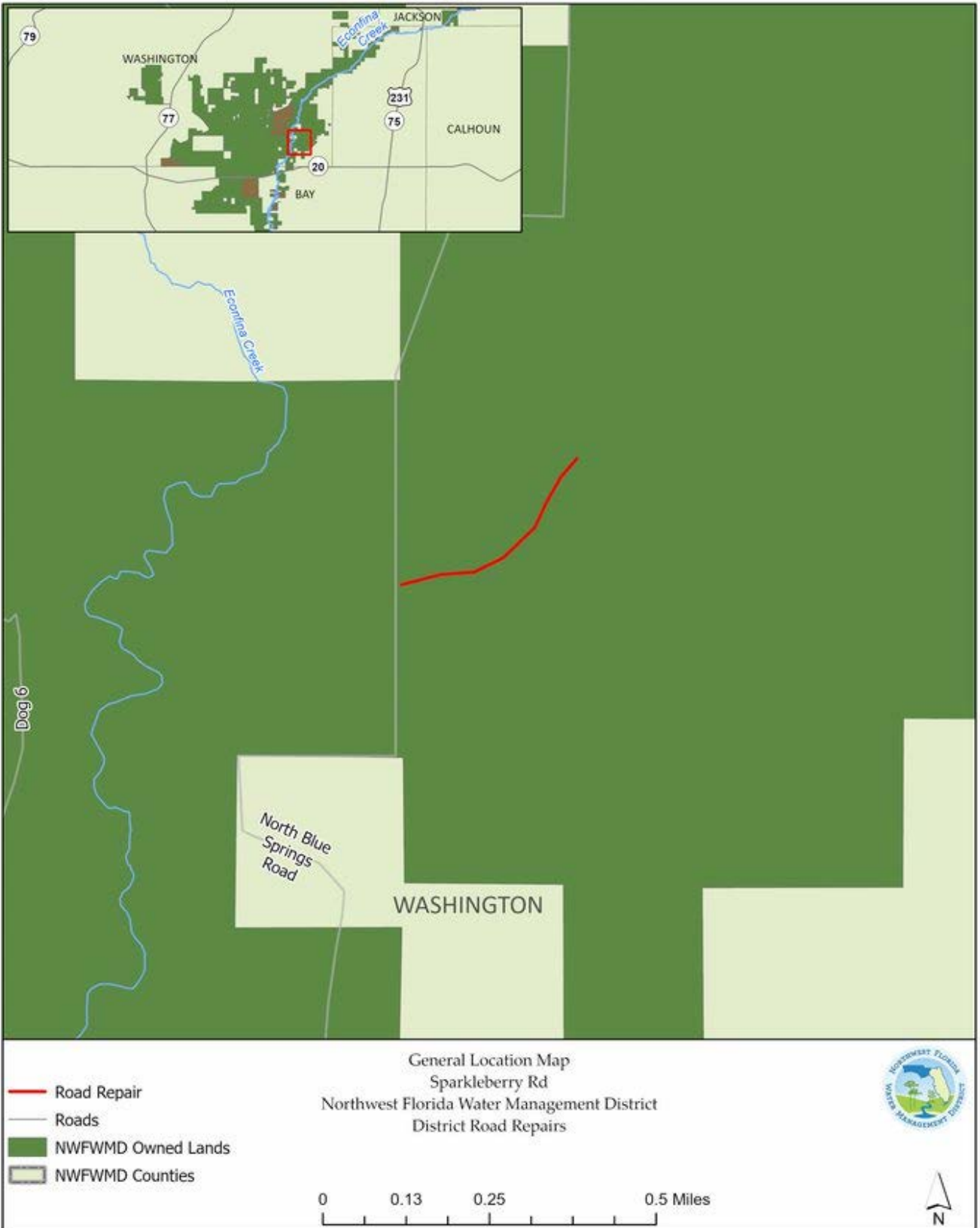


Exhibit Map - Devils Hole Rd



Exhibit Map - Walsingham Campsite Rd



Exhibit Map - Tom Johns Landing Rd



Exhibit Map - White Oak Landing Rec Site



Exhibit Map - Mud Hole Rd

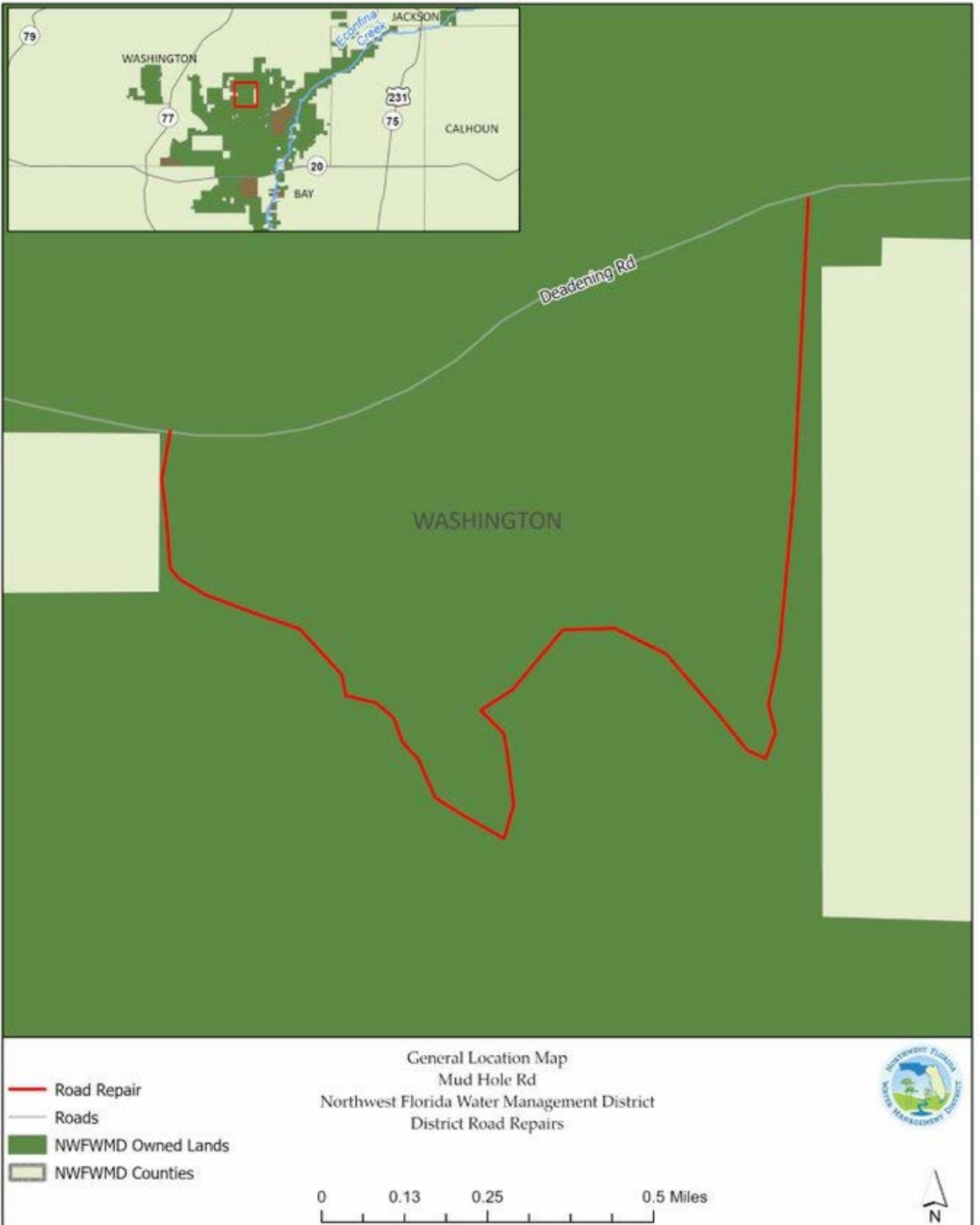


Exhibit Map - Lodge Drive

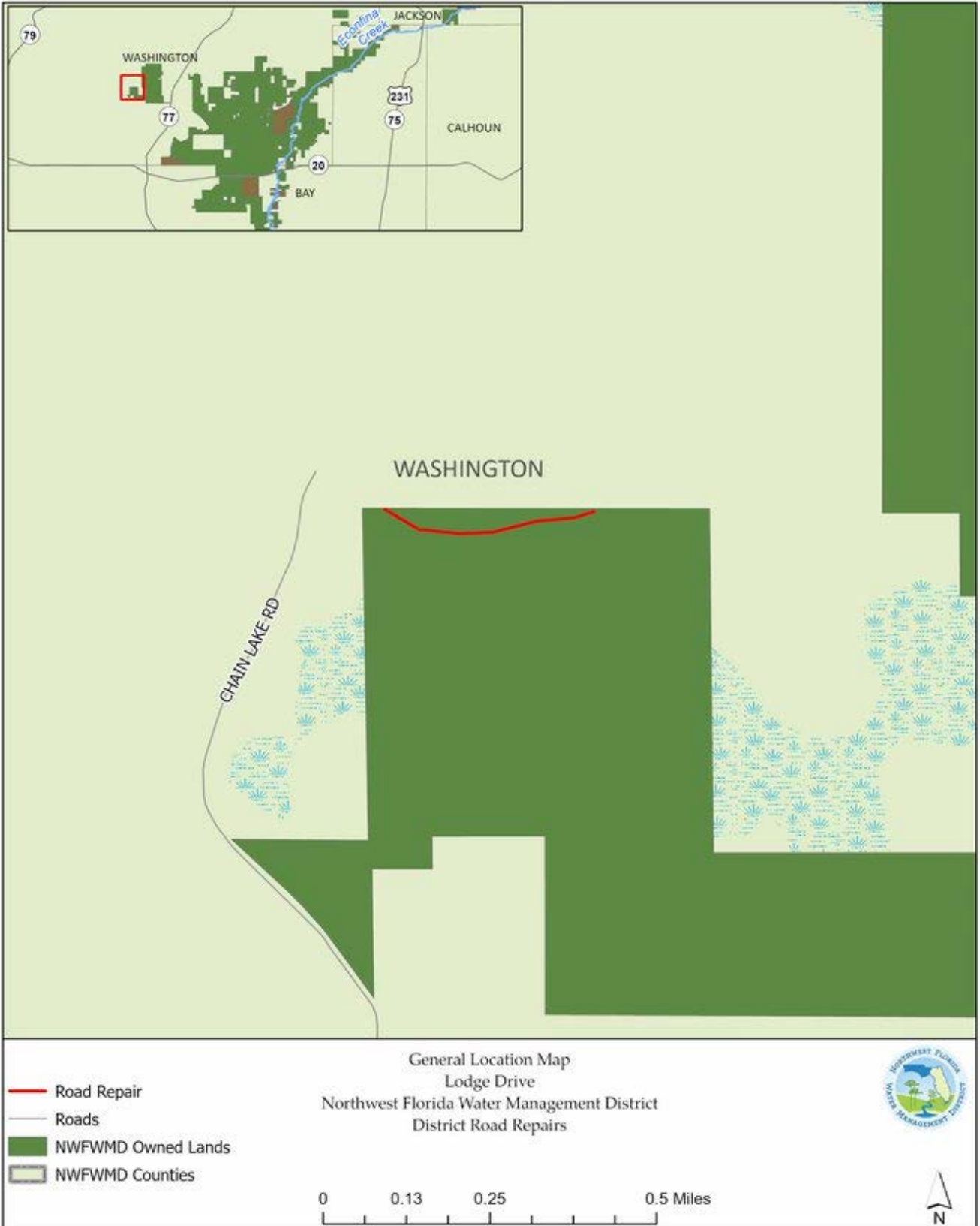


Exhibit Map - Hammock Pond Rec Site

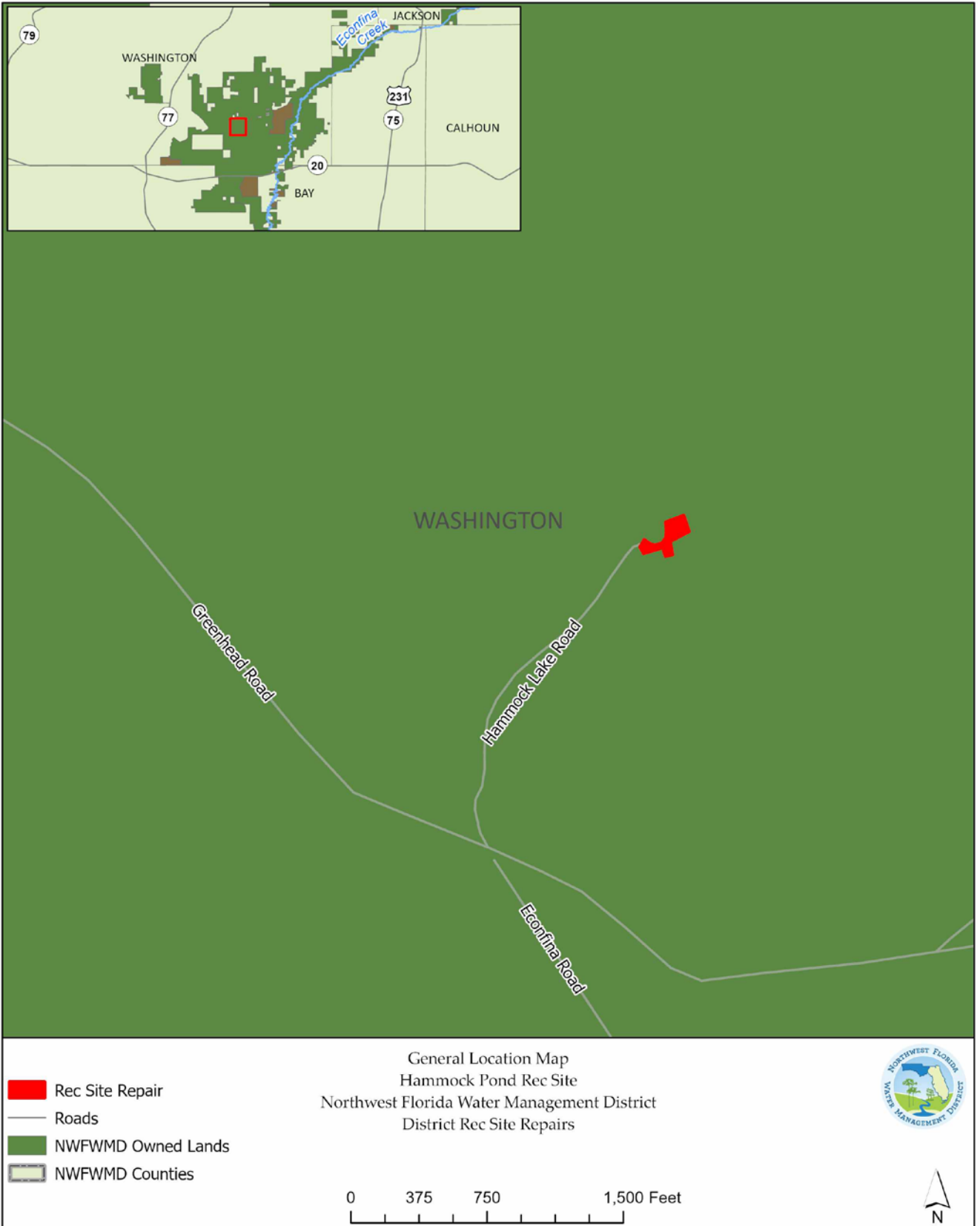


Exhibit Map - Pitt Williford Connector Trail

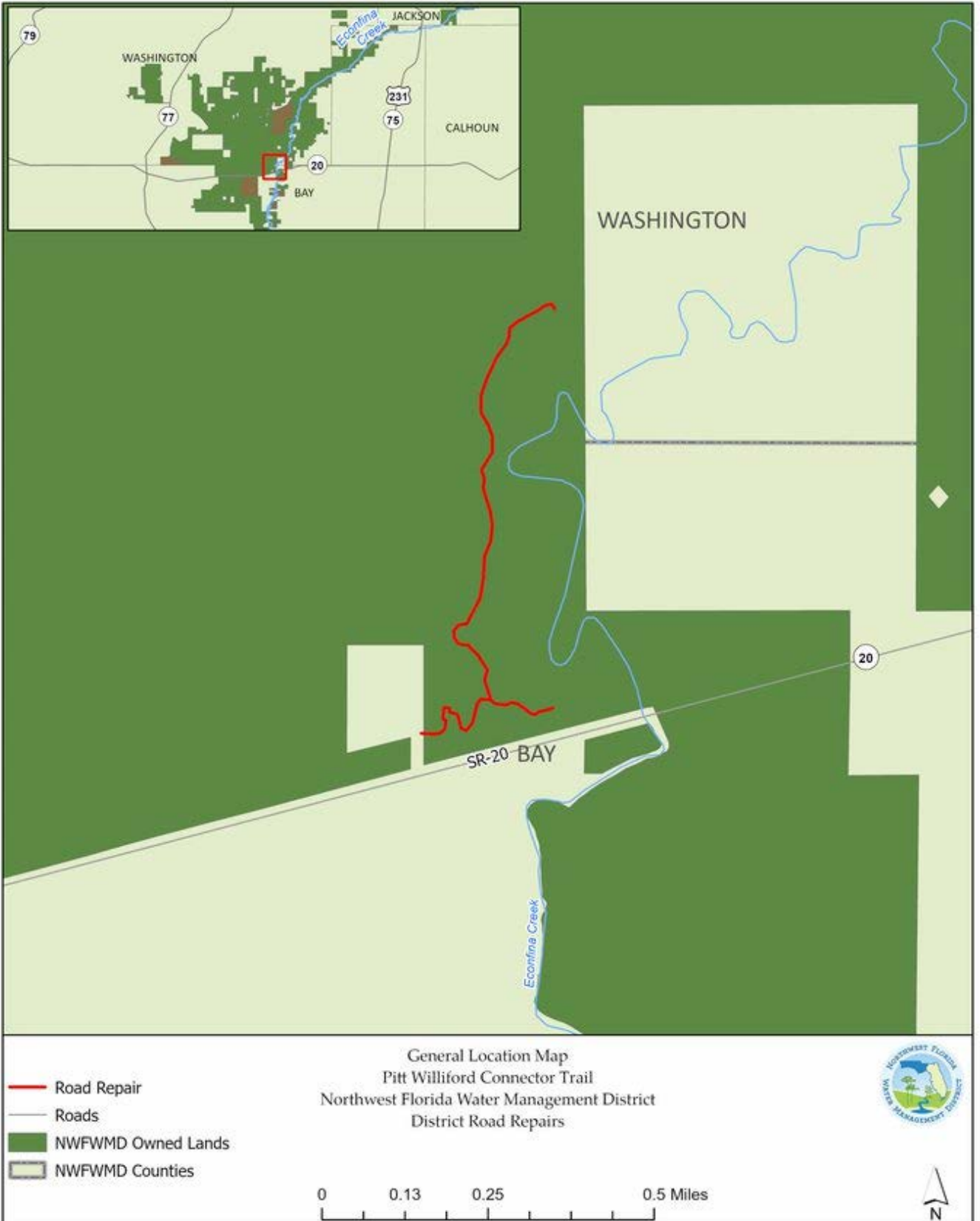


Exhibit Map - Walsingham Bridge Rd North

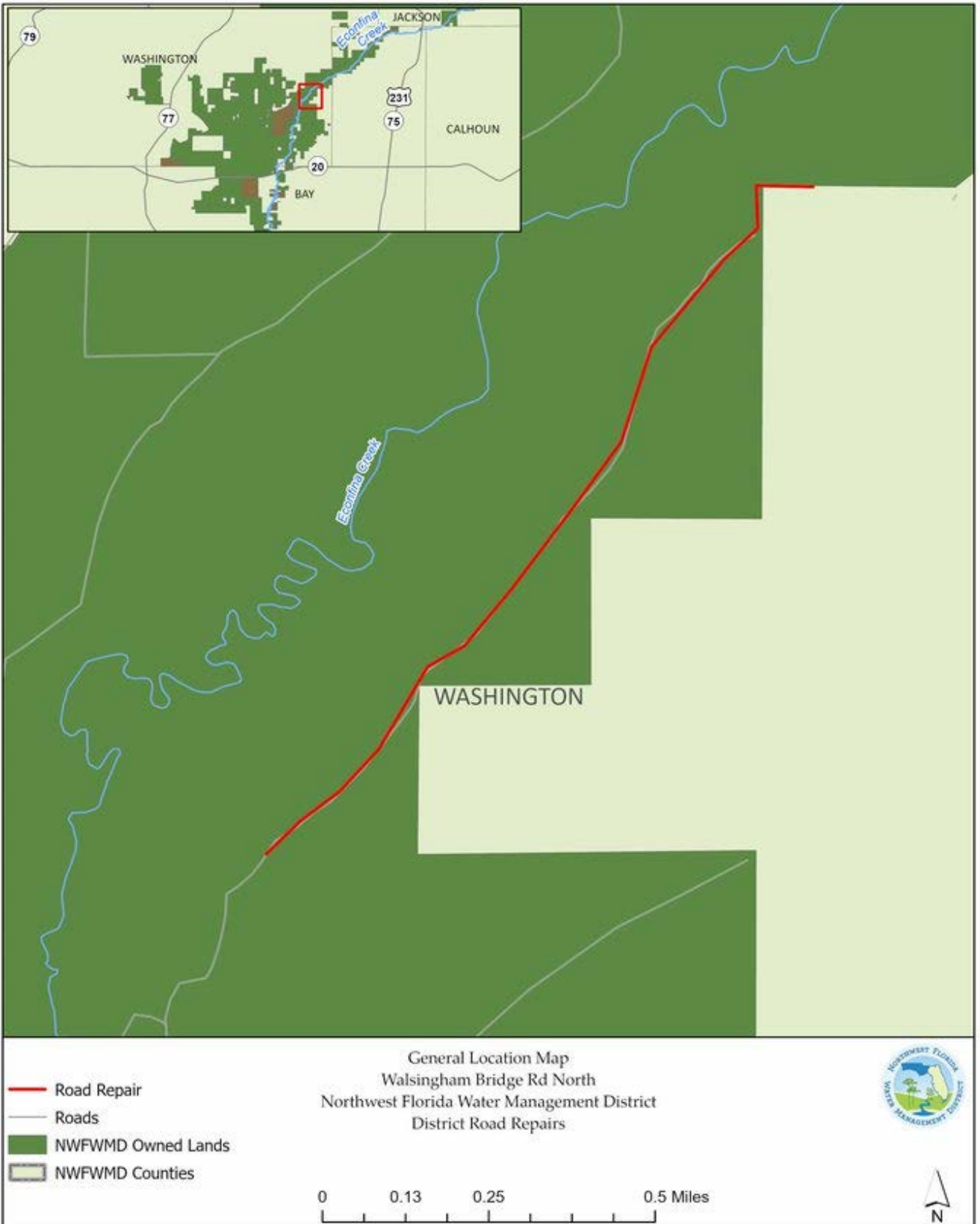


Exhibit Map - Jelk Tract Rd



Exhibit Map - Lafayette Creek East Rd

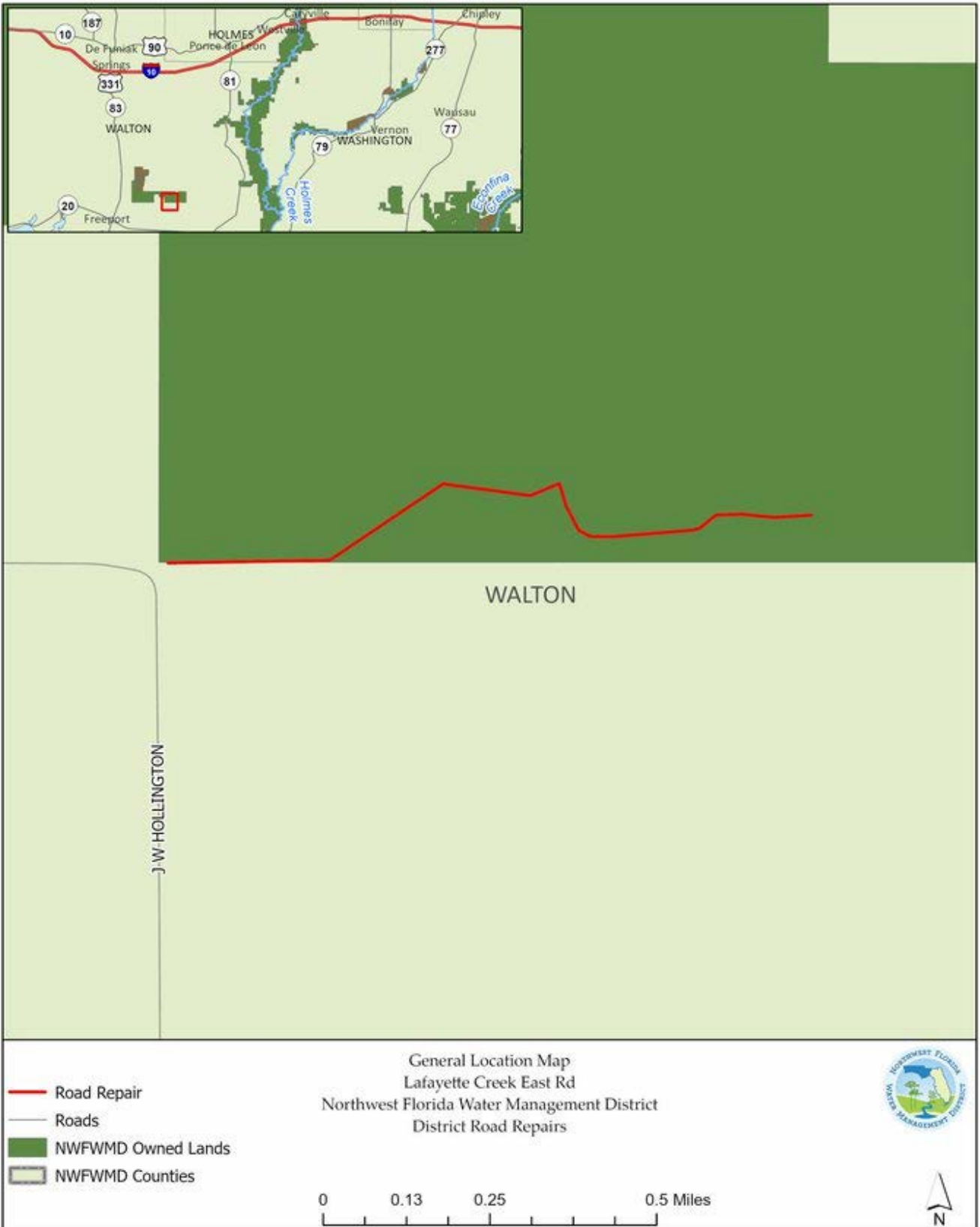


Exhibit Map - Tilley Landing Rd



Exhibit Map - Cow Lake Rd

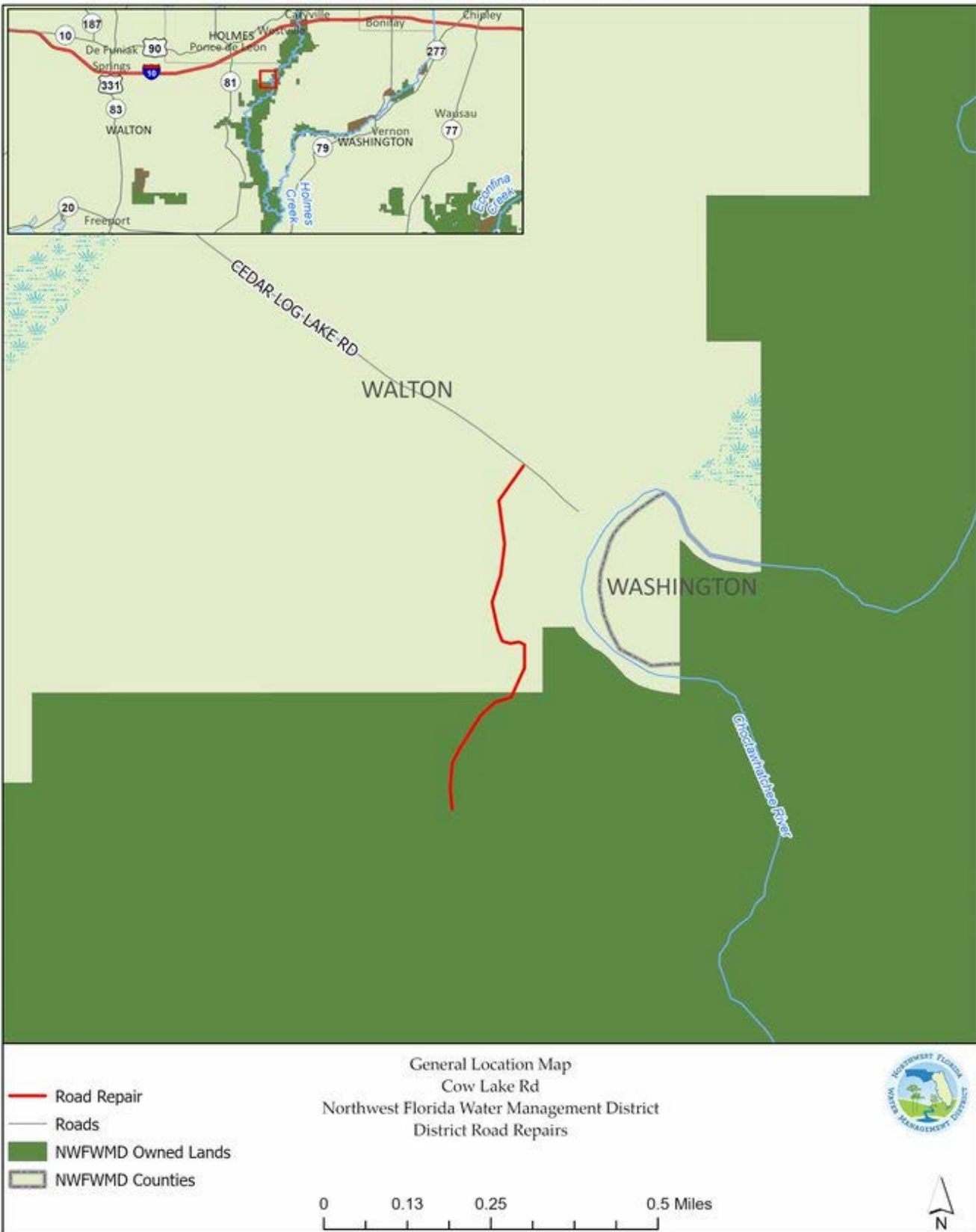


Exhibit Map - Bruce Creek Landing Rec Site



Exhibit Map - Cerragordo Landing Rec Site



Exhibit Map - Baker Landing Rec Site



Exhibit Map - Bear Hewitt Rd



Exhibit Map - Westville Rd



Exhibit Map - Gritney Rd



Exhibit Map - Boynton Landing Rd

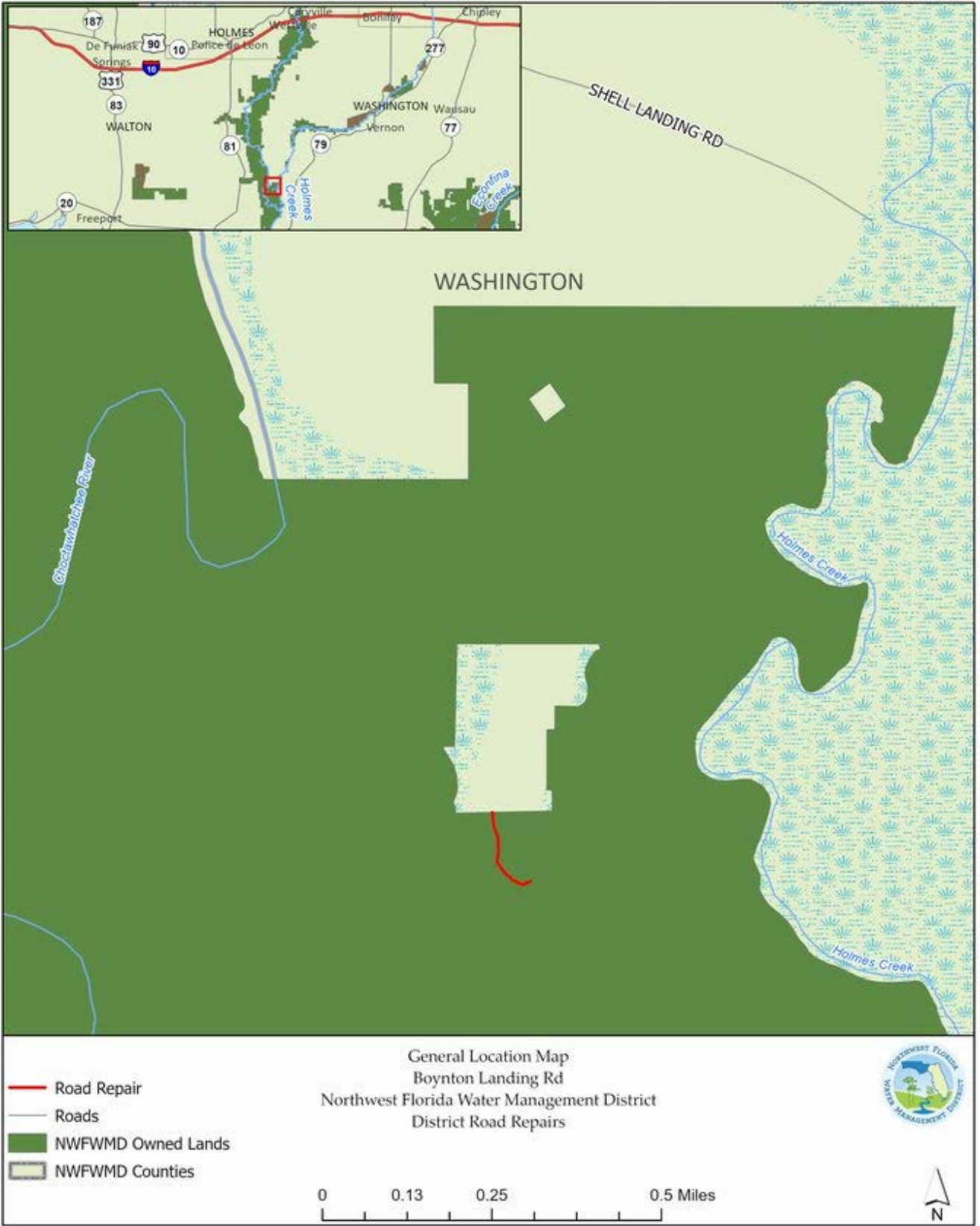


Exhibit Map - Brunson Landing Rd

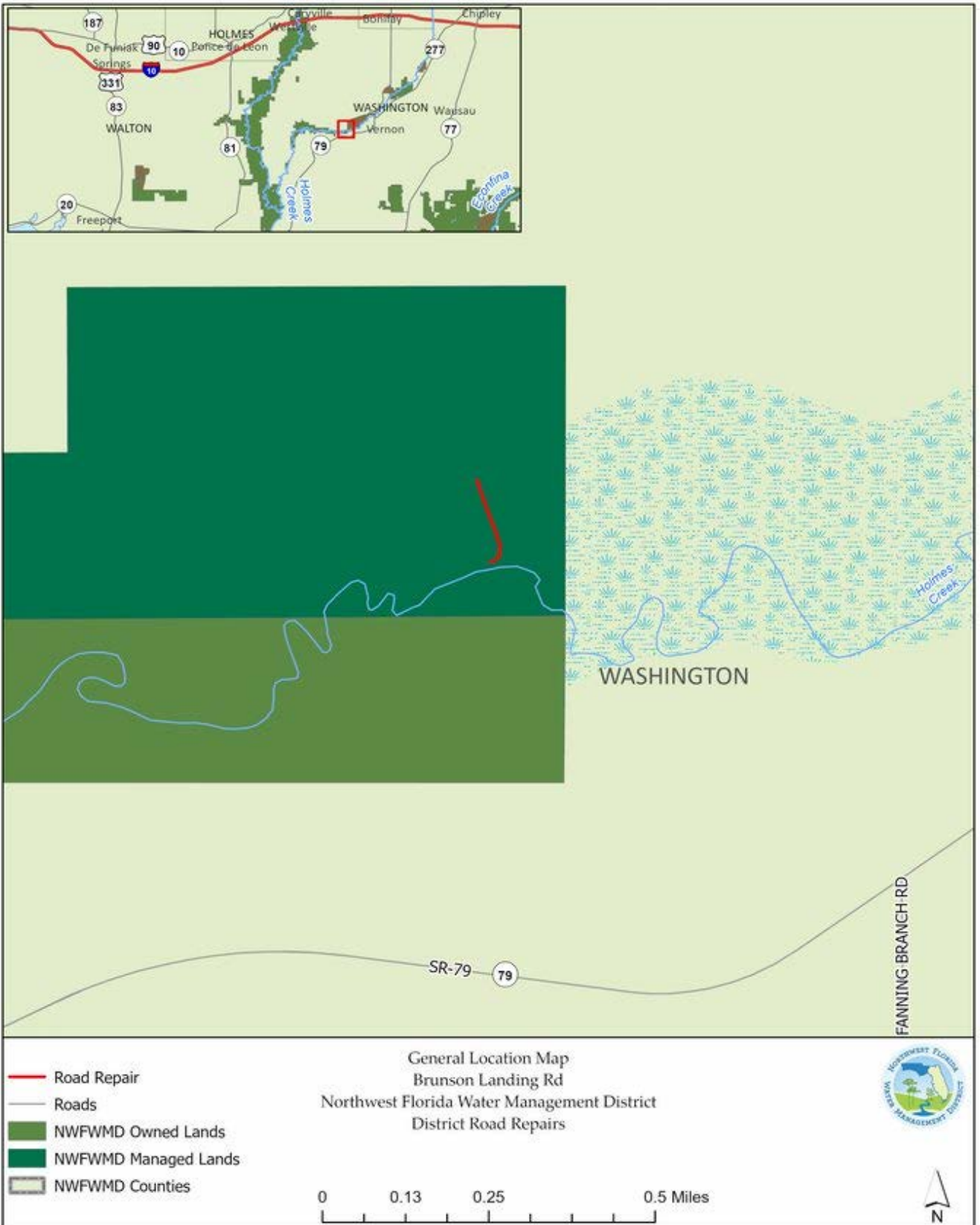


Exhibit Map - Burnt Sock Landing Rd

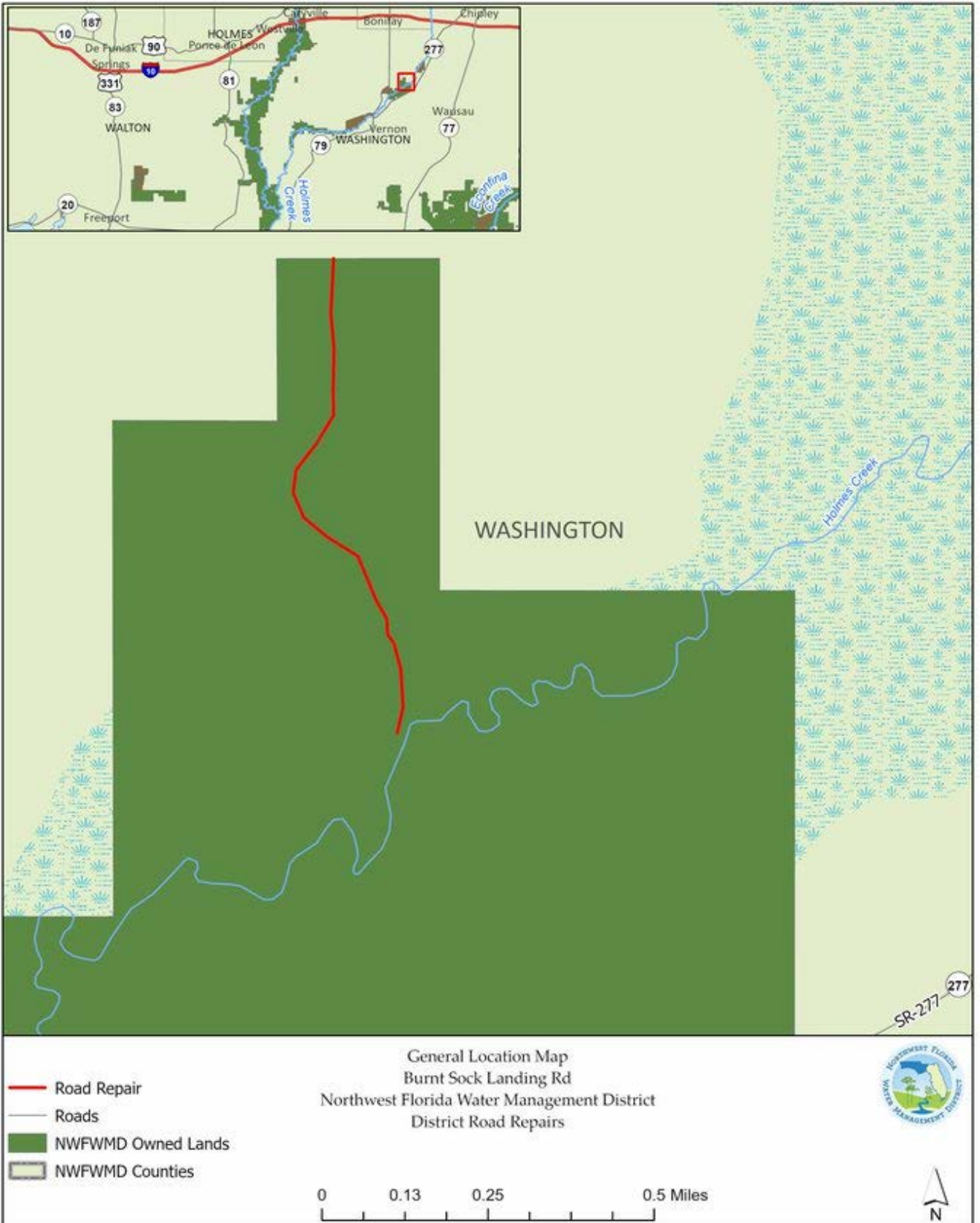


Exhibit Map - Cotton Landing Rd



Exhibit Map - Live Oak Landing Rd

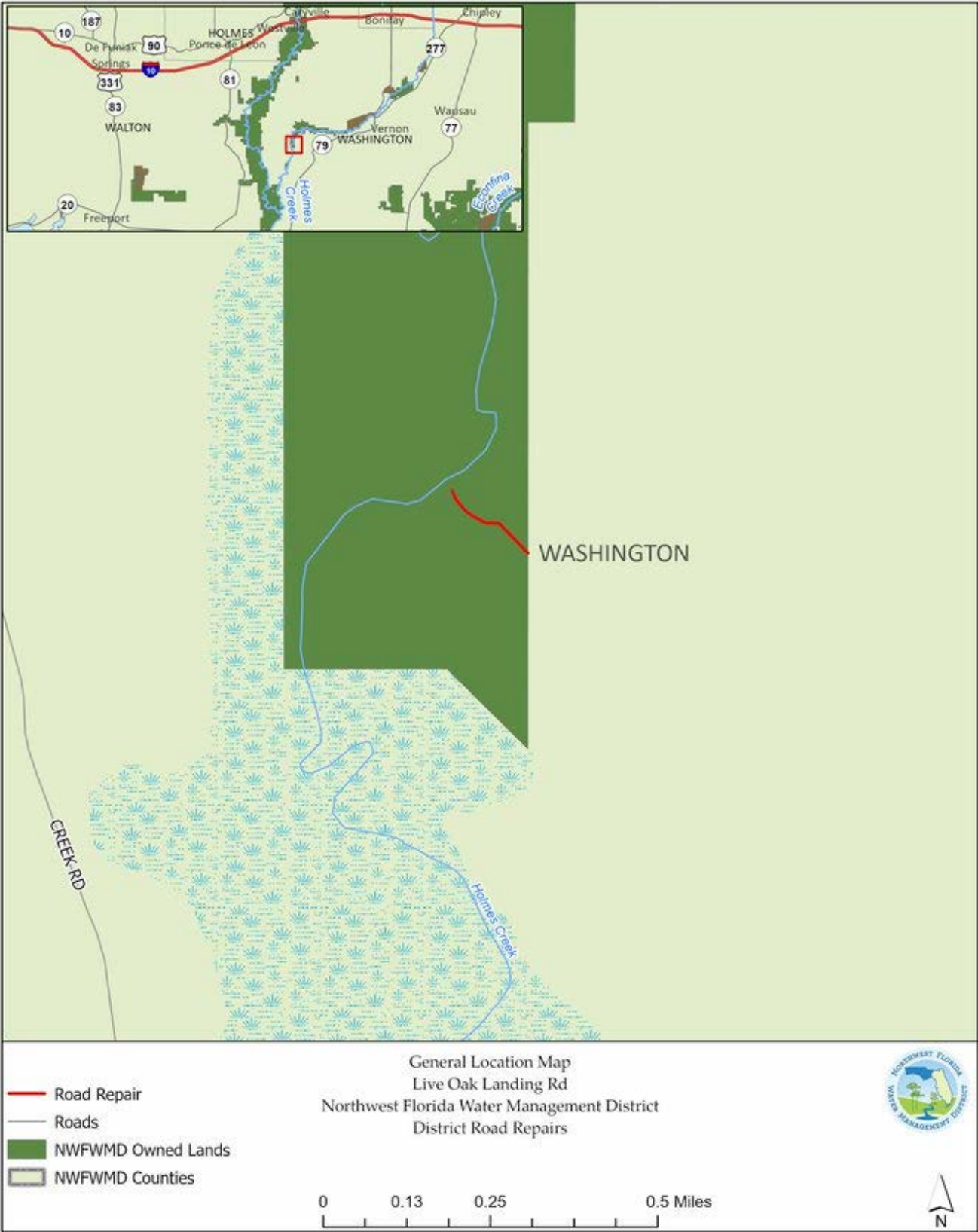


Exhibit Map - Spurling Rec Site

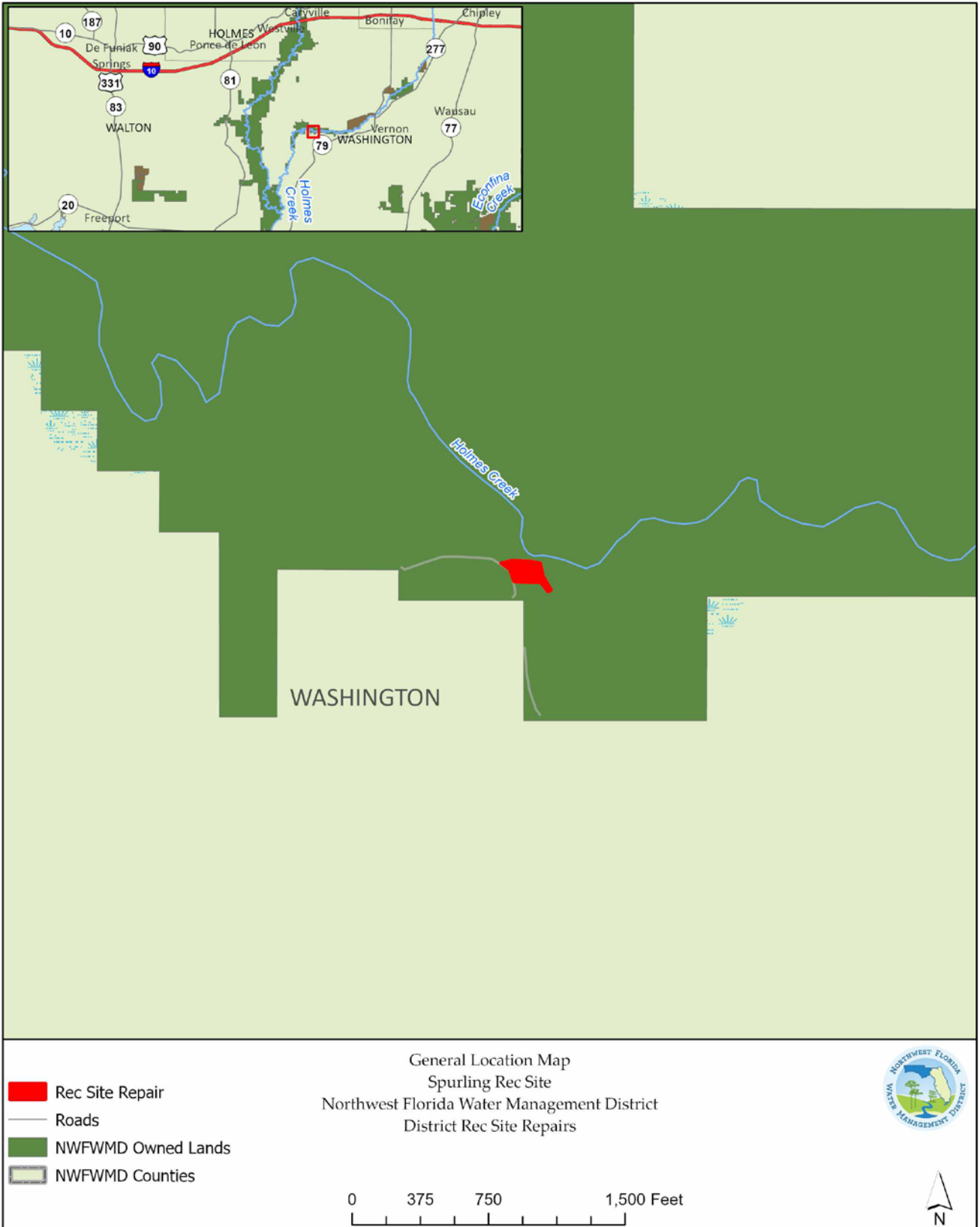


Exhibit Map - Gum Creek Rd



Exhibit Map - Douglas Ferry Rd



Exhibit Map - Beaverdam Creek Rd

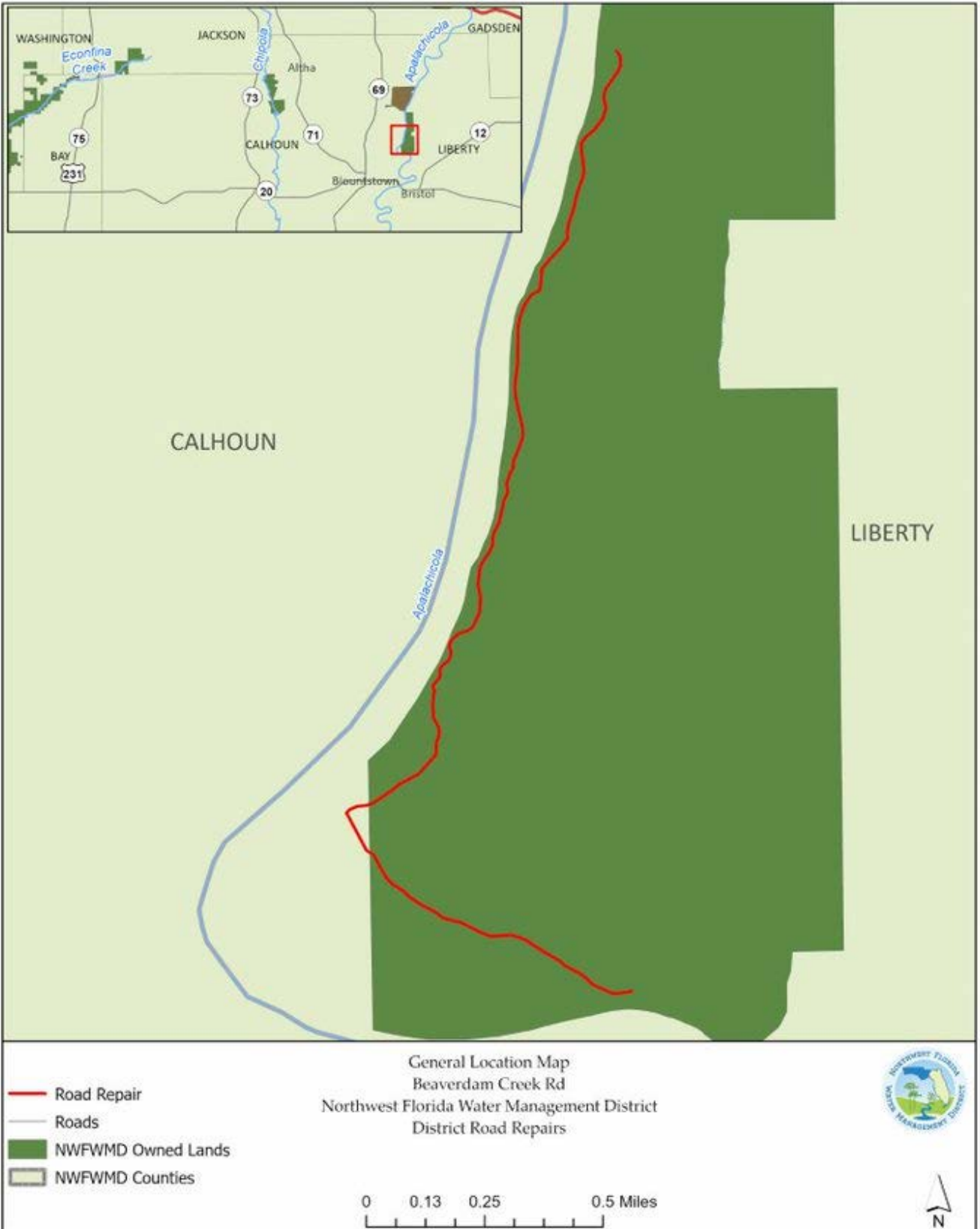


Exhibit Map - Greenback South Rd



Exhibit Map - Greenback North Rd



Exhibit Map - Pig and Coon Rd



Exhibit Map - Altha Tract Forest Rd 1



Exhibit Map - Altha Tract Forest Rd 2



Exhibit Map - Section 9 Forest Rd 1



Exhibit Map - Section 9 Forest Rd 2



Exhibit Map - Bellamy Loop Rd West

