NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Invitation to Bid ("ITB") No. 27B-003

2027 ECONFINA CREEK SITE PREP FOR REFORESTATION AND HABITAT RESTORATION

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333, is soliciting bids for 2027 ECONFINA CREEK SITE PREP FOR REFORESTATION AND HABITAT RESTORATION for heavy mechanical site prep removal of commercially planted sand pine stands, followed by a chemical site prep treatment on approximately 1,012 acres within the Econfina Creek Water Management Area in Bay and Washington counties. The Contractor will be required to remove all live and dead sand pine and designated hardwoods and remove, or pile burn, all vegetative debris generated from the mechanical site prep operation to the Technical Specifications contained within the Scope of Work. Once the mechanical site prep operation has been completed, the Contractor will be required to conduct a chemical site prep operation no later than September 30 to maximize the effectiveness of the chemical treatment prior to the District replanting these units, the following January. The Contractor will be required to complete the Work on a minimum of 504 acres in Unit 1 prior to September 30, 2027, and the remaining 508 acres in Unit 2 no later than September 30, 2028.

The deadline for submission of bids and the opening of the sealed bids is 2:00 P.M. Eastern Time (ET) December 3, 2026. 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 at: (http://www.nwfwater.com), from the DemandStar website at: (https://www.demandstar.com/app/login), or from the State of Florida's Vendor Information Portal website at: (https://vendor.myfloridamarketplace.com/).

Table of Contents

PART 1. GENERAL INFORMATION 4
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 MANDATORY PRE-BID CONFERENCE AND/OR ORAL PRESENTATIONS 5
1.10 INQUIRIES AND ADDENDA 5
1.11 TIMETABLE 6
1.12 DELAYS 6
1.13 SUBMISSION AND WITHDRAWAL 6
1.14 EQUAL OPPORTUNITY 7
1.15 AMERICANS WITH DISABILITIES ACT 8
1.16 SOCIAL, POLITICAL, AND IDEOLOGICAL INTERESTS 8
1.17 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS 8
1.18 SCRUTINIZED COMPANIES, BOYCOTTING 8
1.19 INSPECTOR GENERAL COOPERATION 9
1.20 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS 9
1.21 INSURANCE 9
1.22 PROHIBITED CONTACT 9
1.23 SPECIFICATION AND AWARD PROTEST 9
1.24 PUBLICITY 10
1.25 WAIVER OF MINOR IRREGULARITIES 10
1.26 COOPERATIVE PURCHASING 10
1.27 PERFORMANCE BOND 10
PART 2. SCOPE OF WORK 12
PART 3. BID REQUIREMENTS 21

3.1 RULES FOR THE BIDS....21
3.2 BID BOND....22
3.3 VENDOR REGISTRATION AND W-9 FORMS....22
3.4 RESPONDENT CHECKLIST....22
PART 4. EVALUATION OF BIDS....23
4.1 EVALUATION METHOD AND CRITERIA....23
PART 5. FORMS....24
5.1 BIDDER ACKNOWLEDGEMENT FORM....24
5.2 BID SHEET FORM....25
5.3 BIDDER INFORMATION FORM....26
PART 6. DRAFT AGREEMENT FOR PROJECT....27

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 **"2027 ECONFINA CREEK SITE PREP FOR REFORESTATION AND HABITAT RESTORATION."**

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

Northwest Florida Water Management District
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), DECEMBER 3, 2026, THE DAY OF THE PUBLIC OPENING.

1.4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to perform "**2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration**" for the heavy mechanical site prep removal of commercially planted sand pine stands, followed by a chemical site prep treatment on approximately 1,012 acres within the Econfina Creek Water Management Area in Bay and Washington counties. The Contractor will be required to remove all live and dead sand pine and designated hardwoods and remove, or pile burn, all vegetative debris generated from the mechanical site prep operation to the Technical Specifications contained within the Scope of Work. Once the mechanical site prep operation has been completed, the Contractor will be required to conduct a chemical site prep operation no later than September 30 to maximize the effectiveness of the chemical treatment prior to the District replanting these units, the following January. The Contractor will be required to complete the Work on a minimum of 504 acres in Unit 1 prior to September 30, 2027, and the remaining 508 acres in Unit 2 no later than September 30, 2028.

1.5 AWARDING OF BID

The District anticipates entering into a contract with the bidder who submits a qualified responsive bid judged by the District to be the lowest cost for the specified services. The District reserves the right to award the bid 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, DemandStar 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. If none, state none.

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 MANDATORY PRE-BID CONFERENCE AND/OR ORAL PRESENTATIONS

There will not be a mandatory pre-bid conference for this solicitation.

There will not be oral presentations for this solicitation.

1.10 INQUIRIES AND ADDENDA

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Lyn Shiver at Lyn.Shiver@nwfwater.com no later than 12:00 P.M. (Noon) Eastern Time (ET) on November 17, 2026. Inquiries shall reference the date of the ITB opening and ITB title and number.

If addenda become necessary, the District will provide written addenda and post addenda on the District's website, DemandStar 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 Contract Documents.

1.11 TIMETABLE

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

- On November 10, 2026, the District issues the Invitation to Bid.
- From the time of issuance on November 10, 2026, until 12:00 P.M. (Noon) Eastern Time (ET) on November 17, 2026, the District will receive written inquiries by email on the ITB.
- If substantive written inquiries are received, the District will issue an Addendum to respond to such inquiries at least ten (10) calendar days prior to bid opening.
- Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET), December 3, 2026*. Bids received after the bid opening deadline will not be considered.
- From opening time, the District will review and evaluate the bids on a timely basis.
- The District may enter into a contract with the qualified Contractor submitting the lowest responsive bid 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, DemandStar website, and the State of Florida's Vendor Information Portal website.

1.13 SUBMISSION AND WITHDRAWAL

Respondents must submit bids electronically through DemandStar. **Submissions will be accepted through DemandStar only**.

1) Submittals are accepted through the District's online bid system, DemandStar. Respondents must be registered with DemandStar in order to submit their responses on the DemandStar website. To register, please visit the DemandStar website at: www.demandstar.com/app/registration.

2) For instructions on how to complete a free registration with DemandStar, please consult the District's DemandStar overview.
3) Instructions for submitting an online bid are available on the District's website at: https://nwfwater.com/business-finance/district-procurement/.

Bids not submitted through DemandStar do not constitute "delivery" and are not considered "received by" the District as required by this ITB. Submittal of bids other than through DemandStar shall not be accepted.

It is the respondent's responsibility to ensure his/her bid submission is delivered at the proper time. **Bids received, for any reason, after the established deadline will not be considered.**

A respondent may withdraw a bid by notifying the District electronically at any time prior to the bid opening. 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 **Forms** (see Part 5**)**. 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 responses on the **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 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 https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.15 AMERICANS WITH DISABILITIES ACT

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Jack Furney, Division of Administrative Services, at (850) 539-5999.

1.16 SOCIAL, POLITICAL, AND IDEOLOGICAL INTERESTS

In accordance with s. 287.05701, F.S., the District shall not request documentation of or consider a respondent's social, political, or ideological interests in determining if the respondent is a responsible vendor. The District shall not give preference to a respondent based on the respondent's social, political, or ideological interests.

1.17 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS

In accordance with ss. 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, 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.

1.18 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company or other entity 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. One hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity 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 or other entity:
    a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors 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 and is not participating in a boycott of Israel or engaged in such business operations and agrees to

notify the District if placement on one of these lists occurs or the respondent engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and shall bring a civil action against the respondent, as required in s. 287.135(5), F.S.

1.19 INSPECTOR GENERAL COOPERATION

Respondent 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."

1.20 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

Respondent 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.

1.21 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 respondent shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the respondent 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 thirty (30) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

1.22 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.

1.23 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.**

1.24 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.

1.25 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.

1.26 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.

1.27 PERFORMANCE BOND

A performance bond in the amount of $50,000 or ten percent (10%) of the total contract amount (bidder's total lump sum bid), whichever is greater, 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: "NWFWMD" 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 will be required to execute the contract and provide the performance bond within ten (10) calendar days once the successful bidder 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 WORK

2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration

Scope of Work

A. "The Work" shall be known as the **2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration.**

B. The Work will consist of heavy mechanical site prep removal of commercially planted sand pine stands, followed by a chemical site prep treatment on approximately 1,012 acres within the Econfina Creek Water Management Area in Bay and Washington counties. The Contractor will be required to remove all live and dead sand pine and designated hardwoods and remove, or pile burn, all vegetative debris generated from the mechanical site prep operation to the below Technical Specifications. Once the mechanical site prep operation has been completed, the Contractor will be required to conduct a chemical site prep operation no later than September 30 to maximize the effectiveness of the chemical treatment prior to the District replanting these units, the following January. The Contractor will be required to complete the Work on a minimum of 504 acres in Unit 1 prior to September 30, 2027, and the remaining 508 acres in Unit 2 no later than September 30, 2028.

C. The Work Area of 1,012 acres will occur on lands owned by the District, in the following areas and consists of the following Units and acreages:

Work Unit & Map Number	Stand Name	County	Section; Township; Range	Acres
Unit 1	Asphalt Plant	Bay	S 11/14/15; T1S; R14W	504
Unit 2	Rattlesnake Lake	Washington	S 19/20/29/30; T1N; R13W	508
			TOTAL	**1,012**

D. **Technical Specifications**

The Contractor hereby agrees to conduct the Work within the Units in accordance with the specifications below. The Units are located in Bay and Washington counties, Florida and are delineated on Exhibit Map A and Exhibit Maps 1-2.

REQUIRED OPERATIONS/UNIT DESCRIPTIONS

Unit & Map Number	Stand Name	Work Operation	Acres	Species	Approx. Age
Unit 1	Asphalt Plant	Clearcut & Chemical Site Prep	504	Sand Pine & Hardwood	**40**
Unit 2	Rattlesnake Lake	Clearcut & Chemical Site Prep	508	Sand Pine & Hardwood	**40**
		Total	**1,012**		

E. General Instructions

In these Units, all sand pine, vegetative debris generated from the mechanical site prep operation, and all hardwood trees (except live oaks trees as described below) within the Unit boundaries shall be removed according to the instructions in Section F. Upon completion of the removal of the sand pine, hardwoods and vegetative debris, the Contractor will conduct a chemical site prep treatment on a per acre basis according to the application rates described in Section G.

F. Mechanical Site Prep Operations

1. The Contractor must exercise care to prevent damage to any residual trees located within these Units. Special care shall be given to prevent any damage to any longleaf pine trees, and live oak trees greater than 12" DBH not designated for removal by the District.

2. The Contractor or its representative must have a meeting with the Project Manager, Mr. Benjamin Faure, or his representative (hereinafter collectively called the "Project Manager") before Work begins. This meeting is to provide each party an opportunity to discuss the details of the Agreement, site prep plans, roads to be used for hauling, and other matters pertinent to the Work.

3. Stumps which remain from the mechanical site prep shall be cut as close to the ground as possible and shall not be higher than six inches (6") above the ground except where otherwise authorized by the Project Manager.

4. All other trees in the Units not designated in accordance with the Scope of Work and Technical Specifications are excluded from this agreement.

5. No tops, limbs or vegetative debris shall be left within the Units. All debris piles resulting from the Work must be removed from the Units or piled and burned. All dirt piles must be leveled to the surrounding grade.

6. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the Units shall be protected from damage by the Work; and if damaged, shall be repaired immediately by and at the expense of the Contractor. The Contractor may need to cut fences to access portions of the Units but will be required to repair or replace the fence to its pre-existing condition upon completion of the Work.

7. The Project Manager shall approve or designate the location of all loading ramps. Loading of trucks is not permitted on paved or graded roads. The District reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual

trees, reproduction, soil, wetlands, streams, and lakes, and shall be prohibited from sensitive areas. The Project Manager will inspect the Units to identify and determine any sensitive areas that may be excluded as a skid trail.

8. Skidding trees down roads, trails (including but not limited to designated recreational trails that traverse the Units), and fire lines are prohibited. These areas will also be kept free of logs, tops, brush, and debris resulting from the Work, and any road, trail, designated recreational trail, or firebreak used by the Contractor in connection with the Work that is damaged, as determined by the District in its sole discretion, beyond ordinary wear and tear by the Contractor's or any subcontractor's use, shall be repaired promptly by the Contractor at the Contractor's expense to original conditions. The District retains the right to stop the Work during inclement weather if damage to roads or to the Unit is deemed by the Project Manager to be too severe.

9. Standing timber not included in the Units will not be used in any manner to facilitate the Work.

10. The decision of the District shall be final in the interpretation of provisions of this Agreement.

11. The Contractor shall be responsible for keeping the work area, including but not limited to the loading ramps, free from any litter, such as oil cans, drums, paper, and other refuse. If such refuse is not disposed of during the Work, the Contractor shall clean it up upon completion of the Work.

12. The Contractor shall notify the Project Manager at least two (2) working days prior to completion of Work on each Unit so a compliance inspection can be conducted.

13. All Work may be suspended by the Project Manager after written notice has been delivered to the Contractor if the conditions and requirements contained in this Agreement are not complied with. Failure to comply with any of the conditions and requirements of this Agreement shall be sufficient cause for termination of this Agreement and the cancellation of all agreements with the Contractor for other uses of District-owned lands.

14. The Contractor must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual. The Contractor is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the Work.

15. The Contractor shall accept roads in their present condition and accept responsibility and expenses for any improvements in roads necessary to complete the Work. During performance of the Work, the Contractor shall maintain all roads in a usable condition, suitable for the vehicular traffic to which the road is normally subjected. The Contractor is solely responsible for maintaining the roads and making them serviceable prior to beginning the Work, as approved by the District. Rutted roads will be back bladed by the Contractor upon completion of the Work and when requested by the Project Manager during the Work. The District retains the right to stop the Work in inclement weather if damage to roads is deemed by the Project Manager to be too severe. **If applicable, the Contractor may use privately maintained roads only after obtaining written permission from the road owner(s) or road maintenance entity, which must be provided to the District prior to using the road. The District shall not be responsible for damage or impacts to privately maintained roads resulting from the Contractors' Work.**

16. The Contractor shall pay triple stumpage to the District for any un-marked longleaf trees harvested or damaged by the Contractor. Damage to or destruction of young longleaf pine regeneration, especially to young longleaf pine regeneration located adjacent to the Unit boundaries, will result in forfeiture of the Performance Bond. Inadvertent damage to longleaf trees may be waived at the discretion of the Project Manager.

17. Maintenance of equipment may be conducted on District land only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from District land, and properly disposed of. All product containers are to be removed from District land, especially tubes from grease guns and oil/hydraulic fluid containers. Small oil leaks must be fixed immediately upon discovery and before continuing Work. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the District and cleaned up properly. Petroleum-based fluid 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 manage such spills according to DEP instructions. Petroleum-based fluid spills smaller than 5 (five) gallons 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. Spills must not be buried with soil and/or sand and left untreated. The Contractor shall shut down and cease using equipment that constantly leaks fluid and/or causes other problems, as determined by the District in its sole discretion, until such equipment is repaired and the Contractor may be required by the District, in its sole discretion, to remove the problem equipment from District land.

18. To minimize the possibility of transporting and spreading exotic plant species, all equipment must be cleaned of all dirt and plant material prior to moving onto District land, and prior to moving to a new work area, and again prior to departing the Unit.

19. Gates/cables must be closed and locked at the end of each workday. A $50 penalty shall be paid by the Contractor for each occurrence of gates/cables left unlocked or open, or for unauthorized change of locks or access.

20. Hauling entry and exit points onto public roads will be specified by the Project Manager for each stand. The Contractor is required to provide a minimum of two (2) signs stating: "Trucks Entering and Leaving Highway" (or similar acceptable language) and place the signs in appropriate locations.

21. Gopher tortoises are a protected species and may be present within the Units and throughout the work areas. The Contractor and any subcontractors must prevent impacts to tortoises and their burrows, including but not limited to avoiding burrow aprons, tunnels, and individual tortoises. Gopher tortoises shall not be injured, captured, moved, or removed from District land.

G. Chemical Site Prep Operations

1. Upon completion of mechanical site prep operations as described in Section F, the Contractor will supply and apply chemical herbicides for vegetation management purposes to site prepare each Unit to the chemical herbicide treatment amounts listed below.

2. All Units will receive the following chemical herbicide treatment on a per-acre basis:

Chemical Herbicide Treatment (per acre)
40oz. of 26.7% Imazapyr + **80oz. of 83.9% Triclopyr** + **64 oz. modified seed oil surfactant** **Application shall be no less than 20 gallons per acre (GPA) of total solution.**

3. Generic herbicides may be used but must have equivalent concentrations of active ingredients. Modified seed oil surfactant must be manufactured specifically for use with herbicides. The Contractor shall present proof that this herbicide formulation has been maintained during the entire chemical herbicide treatment to any District representative. The Contractor shall have herbicide containers, bearing the specific product labels, onsite and available for inspection by District staff at all times when herbicide is being applied.

4. The applicator must utilize a GPS flagging system. A minimum of 95% of each designated treatment unit must be adequately covered with chemical. **The Contractor shall apply the**

specified herbicide in the specified locations only and will be held responsible for any offsite (District and non-District lands) impacts associated with the herbicide application.

5. All empty chemical containers must be removed from the site and lawfully disposed of in accordance with the product label. Trash or other debris resulting from the Contractor's operations must be removed daily.

6. The Contractor shall complete the Herbicide Record Keeping Form (attached below as Exhibit 3) in accordance with all pesticides regulated by Chapter 487, F.S. This form meets requirements for restricted use pesticides and central posting requirements for the federal Worker Protection Standard. The Contractor will provide the form to the District at the completion of the project.

7. Do not spray mature hardwood trees. Any hardwood tree 30 feet or more in height must not be sprayed. Keep at least 50 feet away from the drip line edge of these trees.

8. The Contractor shall follow all chemical label instructions and adhere to all Florida Department of Agriculture and Consumer Services Silviculture Best Management Practices, which is available at the following link: https://www.fdacs.gov/Forest-Wildfire/Silviculture-Best-Management-Practices.

Exhibit 1 - General Location and Exhibit Maps

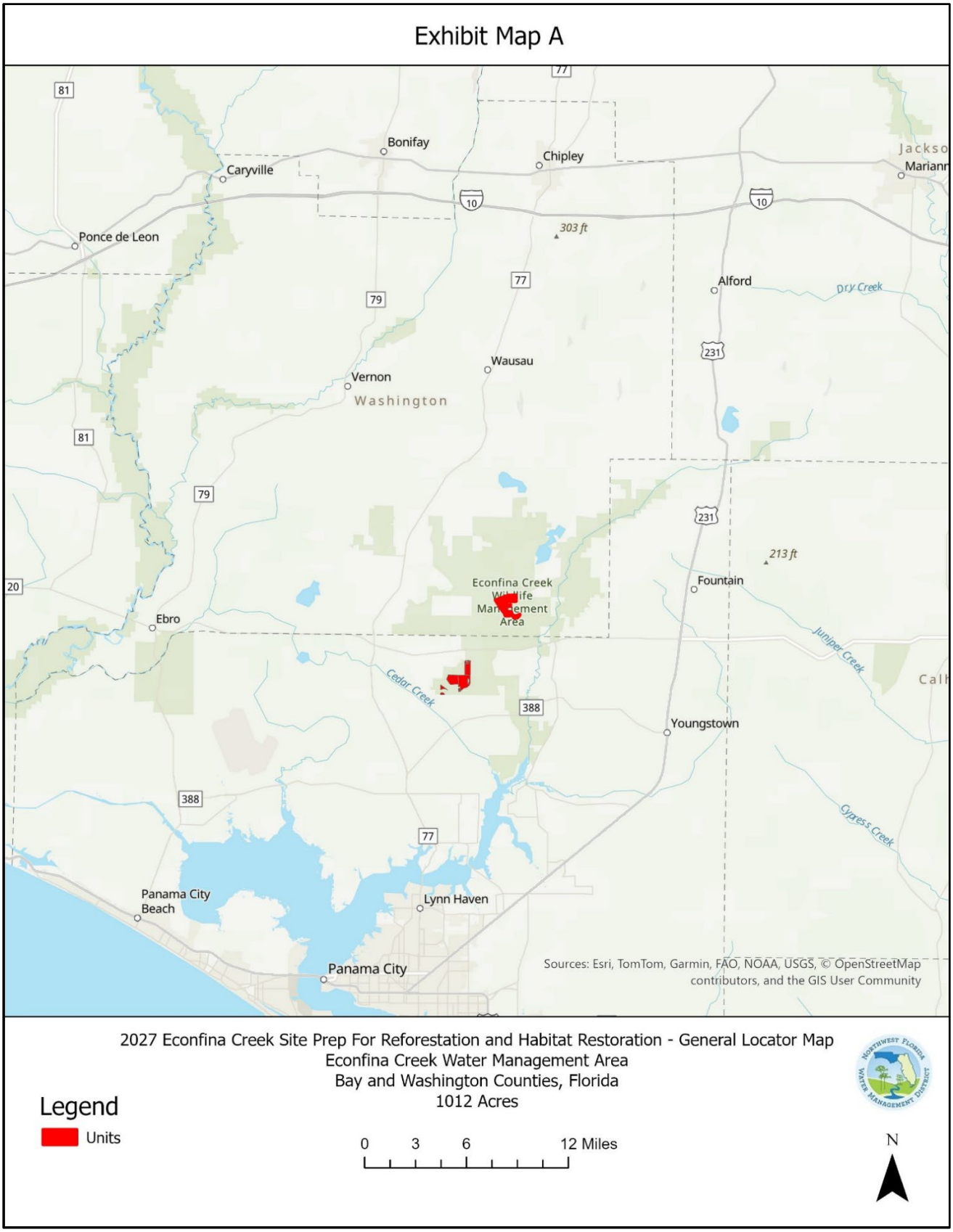


Exhibit Map 1



2027 Econfina Creek Site Prep For Reforestation and Habitat Restoration - Asphalt Plant Unit 1
Econfina Creek Water Management Area
Sections 11,14, & 15, Township 1S, Range 14W
Bay County, Florida
504 Acres

Legend
- Unit Boundaries
- District_Lands
- Horse Trails

0 0.2 0.4 0.8 Miles

N

Exhibit Map 2



2027 Econfina Creek Site Prep For Reforestation and Habitat Restoration - Rattlesnake Lake - Unit 2
Econfina Creek Water Management Area
Sections 19, 20, 29, & 30, Township 1N, Range 13W
Washington County, Florida
508 Acres

Legend
- Unit Boundaries
- District_Lands
- RECREATION_FL_NAT_SCENIC_TRAIL

0 0.1 0.2 0.4 Miles

N

PART 3. BID REQUIREMENTS

3.1 RULES FOR THE BIDS

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

2. **One electronic bid** must be submitted through DemandStar. See Part 1, *Section 1.13 Submission and Withdrawal* for further details.

3. All bids shall be completed and submitted on the attached **Forms** (Part 5).

4. 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.

5. 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.

6. All costs whether direct or indirect which will ultimately be paid by the District must be included in the price on the **Bid Form** (Part 5). Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.

7. 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.

8. The successful bidder will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded successful bidder is notified by the District Project Manager. In case of failure of the successful bidder to execute the agreement within the timeline above, the District may at its option consider the bidder in default, in which case the District may award the bid to another bidder at its sole discretion.

9. 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 for ITB 27B-003.

3.3 VENDOR REGISTRATION AND W-9 FORMS

The successful bidder will be required to complete a Vendor Registration Form and W-9 Form once notified of award by the District Project Manager.

3.4 RESPONDENT CHECKLIST

Please review the checklist 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 **Forms (pages 24 through 26)**? 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? If none, state none.

☐ Have you verified the submittal of your complete Bid Package through DemandStar before the deadline? Bids received after the date and time specified will not be considered.

PART 4. EVALUATION OF BIDS

4.1 EVALUATION METHOD AND CRITERIA

Evaluation of the Bid Package 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 respondent who submits the lowest total lump sum amount for the completion of all Work for the "2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration."

2. If two or more bids are tied, 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.

3. If there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5. FORMS

5.1 BIDDER ACKNOWLEDGEMENT FORM

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the 2027 ECONFINA CREEK SITE PREP FOR REFORESTATION AND HABITAT RESTORATION ITB 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 27B-003 and the attached draft agreement for the project, 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 1.19* 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 NWFWMD 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 BID SHEET FORM

2027 ECONFINA CREEK SITE PREP FOR REFORESTATION AND HABITAT RESTORATION

ITB 27B-003

County	Unit # & Name	Scope of Work	Acres	Bid/Acre	Total Bid
Bay	Unit #1 Asphalt Plant	**Mechanical Site Prep Price Per Acre** Per Attached Scope of Work	504	**$**	**$**
Bay	Unit #1 Asphalt Plant	**Chemical Site Prep Price Per Acre** Per Attached Scope of Work	504	**$**	**$**
Washington	Unit #2 Rattlesnake Lake	**Mechanical Site Prep Price Per Acre** Per Attached Scope of Work	508	**$**	**$**
Washington	Unit #2 Rattlesnake Lake	**Chemical Site Prep Price Per Acre** Per Attached Scope of Work	508	**$**	**$**
GRAND TOTAL ALL WORK DESCRIBED ABOVE:					**$**

Grand Total Lump Sum Bid Amount for Mechanical and Chemical Site Prep Services on 1,012 Acres: $_____

5.3 BIDDER INFORMATION FORM

Years of experience conducting mechanical and chemical site prep services for restoration and/or habitat improvement purposes; _____

List of subcontractors, if any, that may be used to perform services:

Name	Address	Type of Firm

List of similar projects that you completed within the past 12 months:

Date (Month/Year)	Location (County/State)	Project Size	For Whom

List of pertinent references, including names, addresses and telephone numbers:

Name	Address	Phone Number/Email

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**

PART 6. DRAFT AGREEMENT FOR PROJECT

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

Agreement for

2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration

Between

Northwest Florida Water Management District

And

_____

NWFWMD Contract Number 27-xxx

This agreement (the "Agreement") is by and between the Northwest Florida Water Management District (hereinafter, the District) and _____ (hereinafter, the Contractor). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

The Contractor shall perform and render all services and deliverables 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 in accordance with the Contractor's proposal submitted in response to ITB27B-003 entitled "**2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration**" incorporated herein by reference, and the Scope of Work incorporated herein by reference, as Attachment A.

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 caused by the Contractor and 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 (where applicable) and 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.

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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 and represents 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 (i) are not on the Scrutinized Companies that Boycott Israel List or engaged or participating in a boycott of Israel, and (ii) are not on the Scrutinized Companies with Activities in Sudan List, and (iii) are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and (iv) are not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, and (v) do not have business operations in Cuba or Syria. The District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or is placed on any of the foregoing lists or is engaged or participating in the boycott of Israel during the term of the Agreement. The District shall bring a civil action against the Contractor, as required in s. 287.135(5), F.S., for violation of this provision. 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. Upon execution of this Agreement, the Contractor shall furnish a company check, cashier's check, money order, or surety bond (the "security deposit" or "Surety Bond" as the case may be) to serve as a Performance Bond, in the amount of _____ of the Contract Price of _____.

i. The Performance Bond 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 2.F. hereof.

ii. If a security deposit is provided by the Contractor as the Performance Bond, the security deposit shall be returned to Contractor at the conclusion of the Term (defined below) provided all of the terms of this Agreement have been complied with to the satisfaction of the District.

iii. If a Surety Bond is provided by the Contractor as the Performance Bond, it shall include a provision whereby the surety company waives notice of any alteration to this Agreement or extension of the Term made by the District. The Surety Bond will remain in force beyond the Term in accordance with any extension granted by the District.

iv. The security deposit or Surety Bond, as the case may be, shall, upon failure of the Contractor to fulfill all conditions and requirements herein or made a part hereof, be retained by the District to be applied to satisfy the Contractor's obligations hereunder.

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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 under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District 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.

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. 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, total payment requested, amount previously invoiced, and a signed certification by the Contractor Project Manager that the Work being invoiced has been completed.

D. Any subcontractor fees and other direct expenses required for completion of 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 instance, travel expenses must be submitted on District travel forms.

E. An original invoice, including appropriate backup documentation, shall be submitted to both the District Project Manager, at the contact information included in Section 6.B., and the District's Accounting Department at: AccountsPayable@nwfwater.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 remain in effect through September 30, 2028 (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. By formal amendment in writing and agreed upon by both parties, the District may renew this Agreement for a time period not to exceed one (1) year (the "Renewal Term"), subject to availability of appropriated funds in each fiscal year of the District.

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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 Project Manager for this Agreement is identified below:

Benjamin Faure or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Benjamin.Faure@nwfwater.com

C. The Contractor Project Manager for this Agreement is identified below:

Telephone No.:	
E-mail Address:	

D. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.

E. The District and the Contractor may, by written order designated to be a Change Order Amendment, agree that additional Work shall be undertaken within the general scope of this Agreement.

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

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by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's 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

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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 Contractor has received compensation therefor, 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. 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 work products, including but not limited to 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 and Contractor may retain copies of all such work products.

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.

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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 – VENDOR LISTS (PUBLIC ENTITY CRIME/DISCRIMINATORY/ANTITRUST VIOLATOR) AND NON-PROFIT ORGANIZATION

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 a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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.fl.gov.

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. 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.fl.gov.

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 contractor, 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. 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.fl.gov.

D. Pursuant to s. 216.1366, F.S., if Contractor meets the definition of a non-profit organization under s. 215.97(2)(m), F.S., Contractor must provide the District with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

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. The 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 Section 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 record 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.

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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@nwfwater.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.

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 satisfactorily produce the Work as specified within Attachment A, Scope of Work, the District shall apply the financial consequences identified therein.

B. 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.

C. If the Contractor shall fail to complete the Work within sixty 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.

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: (i) this Agreement document and all attachments and exhibits hereto, (ii) Invitation to Bid 27B-003 , (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. The Contract

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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.

SECTION 22 – OTHER STATUTORY PROVISIONS

A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is $100,000 or more, Grantee or Contractor shall disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contracting with the District, Grantee or Contractor must also provide a copy of such disclosure to the Department of Financial Services.

B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

C. Anti-human Trafficking. If the Grantee or Contractor is a nongovernmental entity, the Grantee or Contractor must provide the District with an affidavit signed by an officer or a representative of the Grantee or Contractor under penalty of perjury attesting that the Grantee or Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

D. Iron and Steel for Public Works Projects. If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:

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i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee's or Contractor's minimal use of foreign steel and iron materials if:

iv. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

v. the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (except transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

SECTION 23 – E-VERIFY

A. Definitions. For purposes of this Section, "E-Verify System" means the Internet-based system operated by the U.S. Department of Homeland Security (or its successor) that allows participating employers to electronically verify the employment eligibility of newly hired employees, and the terms "Contractor," "subcontractor," "employee," and "unauthorized alien" have the meanings given in Section 448.095, Florida Statutes.

B. Registration and Use. As a condition of this Agreement and in accordance with Section 448.095, Florida Statutes, the Contractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees of the Contractor. The Contractor shall require every subcontractor performing any portion of the Work to likewise register with and use the E-Verify System for all of the subcontractor's newly hired employees.

C. Condition Precedent. Neither the District, the Contractor, nor any subcontractor may enter into a contract or subcontract for the Work unless each party to that contract or subcontract has registered with and uses the E-Verify System. The Contractor's compliance with this Section is a continuing obligation for the full term of this Agreement, including any Renewal Term.

D. Subcontractor Affidavit. If the Contractor enters into a contract with a subcontractor to perform any portion of the Work, the subcontractor must first provide the Contractor with an affidavit, signed by an officer or authorized representative of the subcontractor under penalty of perjury, stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each such affidavit for the duration of this Agreement and shall provide copies to the District upon request.

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E. Termination; Consequences of Noncompliance.

i. If the District has a good-faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement.

ii. If the District has a good-faith belief that a subcontractor has knowingly violated this Section, but the Contractor has otherwise complied, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.

iii. A contract or subcontract terminated under this Section is not, and may not be considered, a breach of contract. If the District terminates this Agreement under this Section, the Contractor may not be awarded a public contract for at least one (1) year after the date of termination, and the Contractor is liable for any additional costs incurred by the District as a result of the termination.

iv. The Contractor or an affected subcontractor may file an action in the circuit or county court to challenge a termination under this Section no later than twenty (20) calendar days after the date on which this Agreement or the subcontract was terminated.

F. Records. The Contractor shall maintain records sufficient to demonstrate its and its subcontractors' compliance with this Section and Section 448.095, Florida Statutes, and shall make those records available to the District upon request.

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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

_____
_____

By: _____

Lyle Seigler
Executive Director

By: _____

_____
_____

Date: _____

Date: _____

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List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (including number of pages)
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

LABOR AND SERVICES AFFIDAVIT

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
City, State Zip Code _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, _____, as authorized representative attest that _____ does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____ _____
(Signature of authorized representative) (Date)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.

_____
Signature of Notary Public (SEAL)

_____
Print, Type, or Stamp Name of Notary

Personally Known: ____
OR Produced Identification: ____
Type of Identification Produced: _____

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2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration

Attachment A- Scope of Work

A. "The Work" shall be known as the **2027 Econfina Creek Site Prep for Reforestation and Habitat Restoration.**

B. The Work will consist of heavy mechanical site prep removal of commercially planted sand pine stands, followed by a chemical site prep treatment on approximately 1,012 acres within the Econfina Creek Water Management Area in Bay and Washington counties. The Contractor will be required to remove all live and dead sand pine and designated hardwoods and remove, or pile burn, all vegetative debris generated from the mechanical site prep operation to the below Technical Specifications. Once the mechanical site prep operation has been completed, the Contractor will be required to conduct a chemical site prep operation no later than September 30 to maximize the effectiveness of the chemical treatment prior to the District replanting these units, the following January. The Contractor will be required to complete the Work on a minimum of 504 acres in Unit 1 prior to September 30, 2027, and the remaining 508 acres in Unit 2 no later than September 30, 2028.

C. The Work Area of 1,012 acres will occur on lands owned by the District, in the following areas and consists of the following Units and acreages:

Work Unit & Map Number	Stand Name	County	Section; Township; Range	Acres
Unit 1	Asphalt Plant	Bay	S 11/14/15; T1S; R14W	504
Unit 2	Rattlesnake Lake	Washington	S 19/20/29/30; T1N; R13W	508
			TOTAL	**1,012**

D. **Technical Specifications**

The Contractor hereby agrees to conduct the Work within the Units in accordance with the specifications below. The Units are located in Bay and Washington counties, Florida and are delineated on Exhibit Map A and Exhibit Maps 1-2.

REQUIRED OPERATIONS/UNIT DESCRIPTIONS

Unit & Map Number	Stand Name	Work Operation	Acres	Species	Approx. Age
Unit 1	Asphalt Plant	Clearcut & Chemical Site Prep	504	Sand Pine & Hardwood	**40**
Unit 2	Rattlesnake Lake	Clearcut & Chemical Site Prep	508	Sand Pine & Hardwood	**40**
		Total	**1,012**		

E. General Instructions

In these Units, all sand pine, vegetative debris generated from the mechanical site prep operation, and all hardwood trees (except live oaks trees as described below) within the Unit boundaries shall be removed according to the instructions in Section F. Upon completion of the removal of the sand pine, hardwoods and vegetative debris, the Contractor will conduct a chemical site prep treatment on a per acre basis according to the application rates described in Section G.

F. Mechanical Site Prep Operations

1. The Contractor must exercise care to prevent damage to any residual trees located within these Units. Special care shall be given to prevent any damage to any longleaf pine trees, and live oak trees greater than 12" DBH not designated for removal by the District.

2. The Contractor or its representative must have a meeting with the Project Manager, Mr. Benjamin Faure, or his representative (hereinafter collectively called the "Project Manager") before Work begins. This meeting is to provide each party an opportunity to discuss the details of the Agreement, site prep plans, roads to be used for hauling, and other matters pertinent to the Work.

3. Stumps which remain from the mechanical site prep shall be cut as close to the ground as possible and shall not be higher than six inches (6") above the ground except where otherwise authorized by the Project Manager.

4. All other trees in the Units not designated in accordance with the Scope of Work and Technical Specifications are excluded from this agreement.

5. No tops, limbs or vegetative debris shall be left within the Units. All debris piles resulting from the Work must be removed from the Units or piled and burned. All dirt piles must be leveled to the surrounding grade.

6. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the Units shall be protected from damage by the Work; and if damaged, shall be repaired immediately by and at the expense of the Contractor. The Contractor may need to cut fences to access portions of the Units but will be required to repair or replace the fence to its pre-existing condition upon completion of the Work.

7. The Project Manager shall approve or designate the location of all loading ramps. Loading of trucks is not permitted on paved or graded roads. The District reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual

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trees, reproduction, soil, wetlands, streams, and lakes, and shall be prohibited from sensitive areas. The Project Manager will inspect the Units to identify and determine any sensitive areas that may be excluded as a skid trail.

8. Skidding trees down roads, trails (including but not limited to designated recreational trails that traverse the Units), and fire lines are prohibited. These areas will also be kept free of logs, tops, brush, and debris resulting from the Work, and any road, trail, designated recreational trail, or firebreak used by the Contractor in connection with the Work that is damaged, as determined by the District in its sole discretion, beyond ordinary wear and tear by the Contractor's or any subcontractor's use, shall be repaired promptly by the Contractor at the Contractor's expense to original conditions. The District retains the right to stop the Work during inclement weather if damage to roads or to the Unit is deemed by the Project Manager to be too severe.

9. Standing timber not included in the Units will not be used in any manner to facilitate the Work.

10. The decision of the District shall be final in the interpretation of provisions of this Agreement.

11. The Contractor shall be responsible for keeping the work area, including but not limited to the loading ramps, free from any litter, such as oil cans, drums, paper, and other refuse. If such refuse is not disposed of during the Work, the Contractor shall clean it up upon completion of the Work.

12. The Contractor shall notify the Project Manager at least two (2) working days prior to completion of Work on each Unit so a compliance inspection can be conducted.

13. All Work may be suspended by the Project Manager after written notice has been delivered to the Contractor if the conditions and requirements contained in this Agreement are not complied with. Failure to comply with any of the conditions and requirements of this Agreement shall be sufficient cause for termination of this Agreement and the cancellation of all agreements with the Contractor for other uses of District-owned lands.

14. The Contractor must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual. The Contractor is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the Work.

15. The Contractor shall accept roads in their present condition and accept responsibility and expenses for any improvements in roads necessary to complete the Work. During performance of the Work, the Contractor shall maintain all roads in a usable condition, suitable for the vehicular traffic to which the road is normally subjected. The Contractor is solely responsible for maintaining the roads and making them serviceable prior to beginning the Work, as approved by the District. Rutted roads will be back bladed by the Contractor upon completion of the Work and when requested by the Project Manager during the Work. The District retains the right to stop the Work in inclement weather if damage to roads is deemed by the Project Manager to be too severe. **If applicable, the Contractor may use privately maintained roads only after obtaining written permission from the road owner(s) or road maintenance entity, which must be provided to the District prior to using the road. The District shall not be responsible for damage or impacts to privately maintained roads resulting from the Contractors' Work.**

16. The Contractor shall pay triple stumpage to the District for any un-marked longleaf trees harvested or damaged by the Contractor. Damage to or destruction of young longleaf pine regeneration, especially to young longleaf pine regeneration located adjacent to the Unit boundaries, will result in forfeiture of the Performance Bond. Inadvertent damage to longleaf trees may be waived at the discretion of the Project Manager.

17. Maintenance of equipment may be conducted on District land only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from District land, and properly disposed of. All product containers are to be removed from District land, especially tubes from grease guns and oil/hydraulic fluid containers. Small oil leaks must be fixed immediately upon discovery and before continuing Work. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the District and cleaned up properly. Petroleum-based fluid 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 manage such spills according to DEP instructions. Petroleum-based fluid spills smaller than 5 (five) gallons 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. Spills must not be buried with soil and/or sand and left untreated. The Contractor shall shut down and cease using equipment that constantly leaks fluid and/or causes other problems, as determined by the District in its sole discretion, until such equipment is repaired and the Contractor may be required by the District, in its sole discretion, to remove the problem equipment from District land.

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18. To minimize the possibility of transporting and spreading exotic plant species, all equipment must be cleaned of all dirt and plant material prior to moving onto District land, and prior to moving to a new work area, and again prior to departing the Unit.

19. Gates/cables must be closed and locked at the end of each workday. A $50 penalty shall be paid by the Contractor for each occurrence of gates/cables left unlocked or open, or for unauthorized change of locks or access.

20. Hauling entry and exit points onto public roads will be specified by the Project Manager for each stand. The Contractor is required to provide a minimum of two (2) signs stating: "Trucks Entering and Leaving Highway" (or similar acceptable language) and place the signs in appropriate locations.

21. Gopher tortoises are a protected species and may be present within the Units and throughout the work areas. The Contractor and any subcontractors must prevent impacts to tortoises and their burrows, including but not limited to avoiding burrow aprons, tunnels, and individual tortoises. Gopher tortoises shall not be injured, captured, moved, or removed from District land.

G. Chemical Site Prep Operations

1. Upon completion of mechanical site prep operations as described in Section F, the Contractor will supply and apply chemical herbicides for vegetation management purposes to site prepare each Unit to the chemical herbicide treatment amounts listed below.

2. All Units will receive the following chemical herbicide treatment on a per-acre basis:

Chemical Herbicide Treatment (per acre)
40oz. of 26.7% Imazapyr + **80oz. of 83.9% Triclopyr** + **64 oz. modified seed oil surfactant** **Application shall be no less than 20 gallons per acre (GPA) of total solution.**

3. Generic herbicides may be used but must have equivalent concentrations of active ingredients. Modified seed oil surfactant must be manufactured specifically for use with herbicides. The Contractor shall present proof that this herbicide formulation has been maintained during the entire chemical herbicide treatment to any District representative.

The Contractor shall have herbicide containers, bearing the specific product labels, onsite and available for inspection by District staff at all times when herbicide is being applied.

4. The applicator must utilize a GPS flagging system. A minimum of 95% of each designated treatment unit must be adequately covered with chemical. **The Contractor shall apply the specified herbicide in the specified locations only and will be held responsible for any offsite (District and non-District lands) impacts associated with the herbicide application.**

5. All empty chemical containers must be removed from the site and lawfully disposed of in accordance with the product label. Trash or other debris resulting from the Contractor's operations must be removed daily.

6. The Contractor shall complete the Herbicide Record Keeping Form (attached below as Exhibit 3) in accordance with all pesticides regulated by Chapter 487, F.S. This form meets requirements for restricted use pesticides and central posting requirements for the federal Worker Protection Standard. The Contractor will provide the form to the District at the completion of the project.

7. Do not spray mature hardwood trees. Any hardwood tree 30 feet or more in height must not be sprayed. Keep at least 50 feet away from the drip line edge of these trees.

8. The Contractor shall follow all chemical label instructions and adhere to all Florida Department of Agriculture and Consumer Services Silviculture Best Management Practices, which is available at the following link: https://www.fdacs.gov/Forest-Wildfire/Silviculture-Best-Management-Practices.

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Exhibit 1 - General Location and Exhibit Maps



Exhibit Map 1



2027 Econfina Creek Site Prep For Reforestation and Habitat Restoration - Asphalt Plant Unit 1
Econfina Creek Water Management Area
Sections 11,14, & 15, Township 1S, Range 14W
Bay County, Florida
504 Acres

Legend
- Unit Boundaries
- District_Lands
- Horse Trails

0 0.2 0.4 0.8 Miles

N

Exhibit Map 2



2027 Econfina Creek Site Prep For Reforestation and Habitat Restoration - Rattlesnake Lake - Unit 2
Econfina Creek Water Management Area
Sections 19, 20, 29, & 30, Township 1N, Range 13W
Washington County, Florida
508 Acres

Legend
- Unit Boundaries
- District_Lands
- RECREATION_FL_NAT_SCENIC_TRAIL

0 0.1 0.2 0.4 Miles

N