



REQUEST FOR BIDS

RFB 2024-138

LIME SLUDGE REMOVAL PROJECT

ENGLEWOOD
WATER
DISTRICT



ENGLEWOOD WATER DISTRICT

201 Selma Ave
Englewood, FL 34223
Office: 941-474-3217
Fax: 941-460-1025

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BID NO. 2024-138

LIME SLUDGE REMOVAL PROJECT

The Englewood Water District (also known as the "District") is requesting sealed bids to secure the services of an experienced, competent and responsible Contractor capable of vegetation removal, transfer and removal lime sludge at the Water Treatment facility, per the attached specifications. The work to be bid consists of all labor, transportation, services, and any incidentals associated with performing all work specified in the bid documents. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Procurement Manager, at 201 Selma Avenue, Englewood, FL 34223** by **2:15 p.m. (EST), March 22 (Fri), 2024**.

OPTIONAL SITE VISIT: March 5 (Tue), 2024 at 1:00 p.m. (EST)
Bidders will **ONLY** be allowed to access the project site at this time.

BID OPENING: March 22 (Fri), 2024 at 2:30 p.m. (EST)
Englewood Water District
201 Selma Ave
Englewood, FL 34223

Any bids received after the deadline will not be opened and will be returned to the Bidder, if requested, at Bidder's expense. The District will not consider any bids from a Contractor that has been barred from bidding in any public section project in the last three (3) years.

All bids must contain a manual signature of the authorized representative of the Bidder's company on the Bid Form. The successful Bidder shall have current applicable licensure to perform the work as described in the Scope of Work in this bid package.

The bid package and any associated addenda may be viewed and downloaded from the District's as well as DemandStar's websites. If you have any questions, concerns, or problems accessing the bid package using the link, please contact **Bee Ling Wheaton, Procurement Manager**, at (941) 460-1014. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 460-1025 or via email to **Bee Ling Wheaton, bwheaton@englewoodwater.com**. All questions and clarifications must be submitted via e-mail or facsimile by **5:00 p.m. (EST) on March 14 (Thu), 2024. Verbal requests will not be entertained.**

The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

NOTICE OF AVAILABILITY POSTED ON: February 23, 2024, on www.englewoodwater.com and www.demandstar.com

STATEMENT OF NON-SUBMITTAL

Please return this form, **only** if you **do not** intend to bid on this service. Please check any and all applicable reasons.

We the undersigned have declined to submit a bid on the requested service

Request for Bid # **RFB NO. 2024-138 LIME SLUDGE REMOVAL PROJECT**

for the following reason(s):

- ☐ Insufficient time to respond to the Request for Bid.
- ☐ We do not offer the product/service that is requested.
- ☐ Does not fit into our schedule.
- ☐ Bond/insurance requirements cannot be met.
- ☐ Specifications are vague (explain below).
- ☐ OTHER (please specify below).

Reasons _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

POSITION: _____

Note: "Statement of Non Submittal" may be e-mailed to Bee Ling Wheaton, Procurement Manager, at bwheaton@englewoodwater.com or faxed to the District at 941-460-1025.

INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS

1) **QUALIFICATIONS OF BIDDER:** The District intends to award this Contract to the lowest responsive and responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items/services required under this bid, within a reasonable time frame acceptable to the District. At the discretion of the District, requests may be made to the Bidder to provide information in writing, prior to award of bids, in order to verify any requirements.

2) **EXAMINATION OF BID DOCUMENTS:** Prior to the submission of a bid, Bidders will carefully examine the Instructions to Bidders and General Provisions, Special Provisions, Insurance Requirements, Scope of Work, and all other related bid documents, including any and all modifications, incorporated into the bid package. They should also fully inform themselves as to all existing conditions and limitations that affect the scope of work performed under this Contract.

The bid package will be posted on www.demandstar.com and on the Purchasing section on the District's website www.inglewoodwater.com. It is the Bidder's responsibility to view the bid package on either platform and download all issued addenda or to contact the District to determine if addenda were issued.

3) **ON-SITE PRE-BID MEETING:** There will be a non-mandatory on-site pre-bid meeting at Englewood Water District, 201 Selma Ave, Englewood, FL 34223, on **March 5 (Tue), 2024 at 1:00 p.m. EST.**

Bid submittals shall be presumed to include all such existing conditions that may affect any equipment, materials and labor required for work done for the project. The Bidder is also advised to carefully examine the specifications and to become thoroughly aware of any and all conditions and requirements that may in any manner affect the work to be performed under the contract. The Bidder's failure to familiarize himself with such conditions will not relieve him from the necessity of furnishing any materials or performing the work specified in this bid package, at bid prices submitted. No additional allowances will be made because of lack of knowledge of these conditions.

Bidders are advised to bring this solicitation document to the conference, as additional copies may not be available. Also, attendees should have equipment needed for measuring, as this may be their only opportunity.

No questions will be taken at the pre-bid meeting/site visit. Contractors must submit all questions in the form of an email to Procurement Manager, Bee Ling Wheaton at bwheaton@inglewoodwater.com, by the Request for Clarification and Additional Information deadline. The only responses from the District that are legally binding will be issued in addendums.

4) **REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted in written form by e-mail to **Bee Ling Wheaton**, Procurement Manager at the District at bwheaton@inglewoodwater.com, requesting interpretation by **5:00 p.m. EST on March 14 (Thu), 2024.**

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all Bidders. Bidder must acknowledge receipt of any addendum on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. Oral explanations will not be binding. It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the District, to determine if any addenda were issued, acknowledging and incorporating said addenda into their bid.

5) **MODIFICATION OR WITHDRAWAL OF BIDS:** Bidders may submit an amended bid before the opening of bids. Such amended bids must be a **complete** replacement for a previously submitted bid and must be clearly identified as such, signed by authorized personnel of the Bidder's company.

Bids may only be withdrawn by written request from the Bidder before bid opening. Error or negligence on the part of the Bidder in bid preparation does not constitute the right for withdrawal of the bid after it has been opened.

6) **NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the District by e-mail to bwheaton@englewoodwater.com or fax to (941) 460-1025.

7) **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the Instructions to Bidders and General Provisions, Special Provisions, Scope of Work, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Scope of Work, Special Provisions, Instructions to Bidders and General Provisions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

8) **ADDITIONAL TERMS:** When submitting a solicitation response, Bidders must not attach any forms, proposals, or documents which contain terms and conditions of the Respondent. The inclusion of additional terms and conditions, even if a part of the Bidder's standard forms, shall result in the solicitation response being declared non-responsive and rejected as these added terms and conditions are considered a counteroffer to the District's solicitation. If the Bidder desires to take exception(s) to any portion of the terms and conditions of this bid, the exception(s) must be taken during the Request for Clarification and Additional Information period.

9) **PAYMENT:** Payment will only be made after inspection and approval of the District of the work performed. It is the policy of the District that payment for all purchases by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

All invoices must reference the associated Purchase Order number before payment can be made. Invoices should be e-mailed to Accounts Payable, apinvoice@englewoodwater.com or faxed to (941) 460-1025.

10) **LIMITATION OF COST:** The Contractor agrees to perform the work specified and complete all obligations under this Contract within the stated amounts.

11) PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

Bid Form: Bids shall be made on forms supplied by the District, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or authorized personnel to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the District.

Bid Bond: **(NOT APPLICABLE FOR RFB 2024-138)** Each bid must be accompanied by a Bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all Bidders after award of bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the **Englewood Water District**, 201 Selma Ave, Englewood, FL 34223. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the Bidder. All sealed bids must be received by **2:15 p.m. EST, March 22 (Fri), 2024**, and will be opened in the District's Boardroom shortly on the same day. One hard copy of the bid, as well as an electronic copy in pdf format on a USB flash drive shall be provided to the District.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the bid package.

For your bid to be acceptable, **all blank spaces** must be completed as requested. All bids must contain a **manual signature** of the authorized representative of the Bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the District on or before the specified date and time is solely the responsibility of the Bidder. The District will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be at District by the date and time specified for opening.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Expenses Incurred in Preparing Bid: The District accepts no responsibility for any expenses incurred by the Bidder in the preparation and submission of a bid. Such expenses shall be borne exclusively by the Bidder.

Bid Corrections & Erasures: Any erasures or other corrections in the bid must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected at the discretion of the District.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder and Bid Amount read aloud** within the designated room at the District, during bid opening. It is optional for Bidders and the general public to be present at the bid opening.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their own expense. Bid packages will be discarded, unopened, if unclaimed 7 calendar days after bid opening. Bids postmarked prior to said date and time but not received shall also not be considered and will remain unopened.

12) DISTRICT RIGHTS: The District reserves the right to accept or reject any and/or all bids in whole or in part, split the award, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the District. Also, the District reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the District. If only one response is received, the District has the discretion to accept or reject the bid, depending on available competition and the timely needs of the District.

13) AWARD OF BID: The award shall be given to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the District indicates that the award will be in the best interest of the District. The District reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. In addition, the bid evaluation may consider previous performance, reliability and reference checks.

Errors: For the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the Bid form as submitted by Bidders:

1. Obviously misplaced decimal points will be corrected;
2. In case of discrepancy between unit price and extended price, the unit price will prevail. Apparent errors in extension will be corrected;
3. Apparent errors in addition of lump sum and extended prices will be corrected; and
4. For the purpose of the bid evaluation, the District will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

14) PERFORMANCE TIME: Performance time may be a factor in the evaluation of a bid. Meeting specified performance schedules is a significant part of Contractor's ability to perform and failure to perform within a reasonable time frame as determined by the District may result in termination of the contract and will be considered in the evaluation of future bids.

15) BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted on the District's website <https://englewoodwater.com/legal-notices-purchases/> and also DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or when the District provides notice of a decision or intended decision, whichever is earlier.

16) FORM OF CONTRACT: The Contract documents consist of the Contract, Request for Bids and any addendums, Instructions to Bidders and General Provisions, Insurance Requirements, Special Provisions, Scope of Work, Bid Form, and all other related documents, including all modifications thereof incorporated in the documents before their execution. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the District's bid package when a purchase order issued by the District is transmitted to successful Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and/or Notice to Proceed to the Bidder.

17) NOTICE TO PROCEED/PURCHASE ORDER: After award of bid, a notice to proceed/purchase order shall be issued. Upon receipt of the notice to proceed/purchase order, the successful Bidder shall acknowledge receipt of same by e-mail, fax or certified mail, and shall commence processing the order so that the agreed upon delivery date will be satisfied.

18) NOTICES AND DELIVERY: Any notices or requests made pursuant to the award of the bid shall be in writing and shall be deemed to have been delivered when sent by certified mail, fax or e-mail with delivery receipt (or acknowledgement or confirmation which may be by electronic means).

19) WARRANTY: All warranties express and implied, shall be made available to the District for goods and services covered by this bid package. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the District, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the bid package may supersede the manufacturer's standard warranty.

20) DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, if applicable, all equipment, parts, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, part, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the District the name of the manufacturer, the model number and other identifying data and information necessary to aid in the District in evaluating the substitution. Such substitution shall be subject to District approval. Substitutions shall be approved only if determined by the District to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the District does not approve the substitution. NOT APPLICABLE TO THIS BID.

21) TAXES/FREIGHT: If applicable, the bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the bid package, prices quoted shall be F.O.B. Destination. The District is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the District. The District's sales tax exemption is not available to the Contractor for items the Contractor purchases, regardless of whether these items will be transferred to the District.

22) TERMINATION OF AGREEMENT:

- A. For Convenience.** The District may terminate this Agreement at any time without cause by providing the Contractor with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the Contractor under this Agreement shall, at the option of the District, become the District's property. If the Agreement is terminated for convenience by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. The Contractor shall not incur any additional expenses after receiving the written notice of termination.
- B. For Cause or Default.** If, through any cause, the Contractor should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the District will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the Contractor requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The District's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the Contractor's response. Should

the Contractor fail to respond to such show cause notice, or if the District determines that the reasons provided by the Contractor for failure of the Contractor to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the District determine that the Contractor provided adequate justification that a termination for default is not appropriate under the circumstances; the District shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the District terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the District, become District property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement, and the District may withhold any payment due the Contractor for the purpose of set-off until such time as the exact amount of damages due the District from such breach can be determined.

In case of default by the Contractor, the District may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The District reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor Contractor without expense to the District.

In addition, in the event of default by the Contractor under this Agreement, the District may immediately cease doing business with the Contractor, immediately terminate for cause all existing Agreements the District has with the Contractor and debar the Contractor from doing future business with the District.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the District may immediately terminate, for cause, this Agreement and all other existing agreements the Contractor has with the District and debar the Contractor from doing future business with the District.

The District may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the District is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or Contractor to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the District from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the District all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

23) RULES, REGULATIONS & LICENSES: The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of goods and/or services specified in this bid package. It shall be the responsibility of the Contractor to ensure compliance with OSHA, EPA, and/or other local, federal, or State of Florida rules, regulations or other requirements, as applicable.

24) PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this bid which the Bidder considers proprietary or confidential. The submission of any information to the District in connection with this bid package shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

25) MAINTENANCE OF RECORDS: The Contractor shall maintain books, records, and other documents pertaining to, or connected with this contract. All records will be made available and accessible at the Contractor's offices for the purpose of inspection, audit and copying during normal business hours by the District, or any of its authorized representatives. Retention time for these records shall be for a minimum of five (5) years after the conclusion of this agreement.

26) CODE OF ETHICS: With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the District.

27) COLLUSION: By submitting this bid, the Bidder certifies that he/she has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.

28) PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(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/services to a public entity, may not submit a bid on a Contract with a public entity for construction or repair of 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 Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the District due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

29) DRUG FREE WORKPLACE PREFERENCE: The District has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the District workplace.

The District requests that the attached Drug Free Workplace Form accompany the bid response. This form has been adopted by the District in accordance with the Drug Free Workplace Act. The District will not disqualify any Bidder who does not sign the form. The Drug Free Workplace Form is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the form.

30) SUBCONTRACTING: The Contractor agrees that his/her company is as fully responsible to the District for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the District.

31) MODIFICATION OF CONTRACT: Any Contract resulting from this bid package may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable District procedures.

32) SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this bid package and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the vendor from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

33) CONFLICTS OF INTEREST – DISTRICT OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the District to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the District, they shall seek a conflict of interest opinion from the Administrator or his/her designated representative prior to submittal of a response.

34) TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, 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 noncurrent wage rates and other factual unit costs. The District shall exercise its rights under this “Certificate” within one (1) year following payment. NOT APPLICABLE FOR THIS BID.

35) STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

36) PERFORMANCE EVALUATION: At the end of the Contract, the District may evaluate the successful Bidder’s performance. This evaluation may become public record.

37) NON-EXCLUSIVE CONTRACT: Award of this Contract shall not require the District to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The District reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the District.

38) CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any board member of the District, or any District staff member other than the Authorized Contact Persons, identified in this Bid package regarding this solicitation package, Bidder’s submittal package, the District’s Intent to Award, or the District’s Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

39) CONTRACTING WITH DISTRICT EMPLOYEES OR BOARD MEMBERS: Any District employee, Board member or member of his or her immediate family seeking to Contract with the District shall seek a conflict of interest opinion from the Administrator or their designated representative prior to submittal of a response or application of any type to Contract with the District. The affected employee or Board member shall disclose his or her assigned function within the District and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, And Local Government Attorneys controls contracting with The District employees or board members, and provides as follows:

(12) EXEMPTION --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver

may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

40) DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.071(1)(b)(2), all bid documents are exempt from public record until such time as the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

Per F.S. §119.07, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District for the service to be performed.
- (b) Provide the public with access to public records at the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

41) PROTESTS: Protests can only be made by Parties that submitted a bid to the District's solicitation. Protests must be submitted in writing to the Procurement Manager at bwheaton@englewoodwater.com, no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests may be sent by certified mail or submitted by electronic mail. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Procurement Manager will respond to protests no later than seven (7) business days from the day it is received. In the event of a protest the determination and decision of the District's Administrator shall be final.

42) FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

43) GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

- 44) AUDIT:** The District shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
- 45) UNAUTHORIZED ALIEN WORKERS:** The District will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers. Per Florida Statutes 448.09, Unauthorized aliens, employment prohibited and 8 USC 1324a Unlawful employment of aliens, it is unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- 46) E-VERIFY:** Per F.S. 448.095, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.
- 47) NON-DISCRIMINATION:** The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S. §287.134(2)(a), 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.
- 48) EQUAL EMPLOYMENT OPPORTUNITY:** The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 49) SCRUTINIZED COMPANIES:**
- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
 - B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the District, that all of the following are true:
 - (1) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - (3) The Contractor is not engaged in business operations in Cuba or Syria.
 - C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the District may terminate this Contract.
 - D. Penalty.
 - (1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Will be ineligible to bid on any contract with the District for three (3) years after the date the District determined that the Contractor submitted a false certification.
- 50) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:** Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended,

that the District will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible contractor. Respondents are further notified that the District may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

INSURANCE REQUIREMENTS

The successful bidder shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the District. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the Administrator or designee. The Administrator or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the successful bidder.

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

COMPREHENSIVE COMMERCIAL GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. The District is to be named additional insured.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

ENVIRONMENTAL/POLLUTION LIABILITY: The Contractor shall provide an Environmental/Pollution Liability policy in an amount of:

- General Aggregate \$2,000,000.
- Each Occurrence \$1,000,000.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the District is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the District.

A. SPECIAL REQUIREMENTS:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the District's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. **Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, **shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insureds** as their interest may appear under this Contract. This MUST be written in the description of

operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the District as “additional insured” shall be at the Contractor’s expense.

3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the District before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements. Certificates of Insurance evidencing claims made or occurrences.

Form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the District’s Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the District is an insured under the policy. The Contractor’s insurance is considered primary for any loss regardless of any insurance maintained by the District. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

5. Waiver of Subrogation: The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, by proper endorsement or through other means, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees and affiliates, and the District’s insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the District. It is the Contractor’s responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, and any subcontractors, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees, affiliates and volunteers, and the District’s insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

B. POLICY FORM

- i. All policies, required by this Agreement, with the exception of Workers Compensation, are to be written on an occurrence basis, shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insured as their interest may appear under this Agreement.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or on behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.
- iii. Each insurance policy required by this Agreement shall:
 1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
 2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the District’s Purchasing Department by written notice via certified mail, return receipt requested.

- iv. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Contractor's liability for indemnity of the District shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the District's Purchasing Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the District's Purchasing Department prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the District's Purchasing Department before the Contractor will be allowed to commence or continue work.

INDEMNIFICATION: The Contractor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the District, its board members, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless the District, and its board members, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Contractor's products by the District or any of its commissioners, agents, employees, and assigns, or to the operation or use of Contractor's products by the District or any of its board members, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the District shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the mailing address provided on the Quote Submittal Signature Form. Notification may also be provided by e-mail (with receipt of delivery) or fax transmission to the number provided in the same form.

The District shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the District and such insurance coverage shall

not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this agreement shall be deemed to affect the rights, privileges, and immunities of the District as set forth in F.S. 768.28. The terms of this section survive the termination of this agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SPECIAL PROVISIONS

- 1) **INTENT OF CONTRACT:** Bid forms shall set forth firm prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision and equipment as described in the Scope of Work.
- 2) **QUALITY OF WORK:** The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications, and of an acceptable quality to the trades. The Contractor further agrees to follow proper and appropriate instructions by the District.
- 3) **TIME OF COMPLETION:** Work shall be completed within the time frame set forth in this Contract. If applicable, the Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. Time of completion of the Contract will be expressed in calendar days.
- 4) **QUALIFICATIONS/REFERENCES:** Contractor shall submit a minimum of three (3) recent within the past five (5) years, references of projects of similar size and scope.

Each reference shall include a project description, project location, name, e-mail and phone number of a contact person, total project amount, and completion date.

The District reserves the right to contact references.

- 5) **AUTHORITY OF THE DISTRICT:** All work shall be performed to the District's satisfaction. It is agreed by the parties hereto that the District shall decide all questions and disputes which may arise relative to the interpretation to the Scope of Work and fulfillment of the Contract.

The District shall examine and inspect the work to ensure compliance with the requirements of the Contract documents. The District shall determine the quality and acceptability of materials and workmanship relative to the Scope of Work. The District has the authority to:

- i) Stop the work, if it is determined that such stoppage may be necessary to ensure the proper execution of the Contract;
 - ii) Reject all work that does not conform to the Contract; and
 - iii) Resolve all questions that arise in the execution of the work.
- 6) **SUSPENSION OF WORK:** The District may at any time suspend work by giving ten (10) calendar days' notice to the Contractor in writing. The District shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the District does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.
- 7) **DISTRICT'S RIGHT TO DO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the District, after seven (7) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.
- 8) **CONTRACTOR'S SUPERVISION AND EMPLOYEES:** The Contractor shall supervise, inspect and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions needed. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract documents.

The Contractor shall have on the work site at all times, an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the District. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent shall be present at the work site at all times when work is in progress and direct the employees of the Contractor.

9) CONTRACTOR'S RESPONSIBILITY OF EXISTING CONDITIONS: The exhibits, scope of work and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor will be responsible to conduct any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. The District will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work.

10) PERMITS AND REGULATIONS: Any permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the District, he/she shall bear all costs arising therefrom. Contractor shall provide to the District a copy of any applicable licenses needed to perform the work.

11) CORRECTION OF WORK BEFORE PAYMENT: All work and materials shall be subject to the inspection of the District who shall be the final judge of work performed. Should they fail to meet the District's approval, they shall be replaced, and/or corrected by the Contractor at his/her own expense. If any portion of the work pertaining to this Contract was not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor may be delayed until work is satisfactorily corrected, completed and accepted by the District.

12) PROTECTION OF WORK AND PROPERTY: The Contractor shall consistently maintain protection of all his/her work from damage and shall protect the District's property from injury or loss arising out of work pertaining to the Contract.

13) CHANGES IN WORK: Without invalidating the Contract, the District may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. Such work will be executed under the terms of the original Contract. The change and amount of compensation must be agreed upon in writing by both parties involved, and attached as an amendment to the original Contract.

14) CLEAN UP: After the work has been completed, the Contractor shall promptly remove any temporary structures, used materials and equipment, rubbish and waste materials resulting from the operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the District. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There will not be an increase in time or price associated with such removal, and payment may be withheld until such work is completed.

15) GUARANTEE: The Contractor shall warrant all work performed by him/her, or defects resulting from the use of inferior materials, equipment, or workmanship, for a period of one (1) year from final completion of the work, or written acceptance from the District. Any faulty work will be fully corrected at no cost to the District and restored work will be warranted for one year from the date of acceptance. This will not release additional warranties, if applicable required by other sections.

If any work is found to be defective, the Contractor shall promptly, without cost to the District, and in accordance to the District's written instruction, either correct such defective work, or if it has been rejected by the District, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the District may have defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for any additional professional services shall be paid for by the Contractor.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the work is guaranteed for a longer period, the longer period will prevail.

16) SAFETY AND PROTECTION: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- i) All employees on site and other persons who may be affected;
- ii) All work, materials and equipment to be utilized, whether in storage on or off the site: and
- iii) Other property at or adjacent to the site.

17) ACCIDENTS: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone injured in connection with the work. The Contractor must promptly report in writing to the District, accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to the site, which causes death, personal injury or property damages, giving full details and statements of witnesses. If death, serious injuries or serious damages occur, the accident shall be reported immediately to the District.

18) INDEPENDENT CONTRACTOR: The Contractor shall legally be considered an independent contractor and neither the Contractor or any of its employees shall, under any circumstances be considered employees or agents of the District. The District shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, employees or its agents. The District shall not withhold from the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the District shall not provide to the Contractor any insurance coverage, or other benefits, including workers' compensation, normally provided by the District for its employees.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SCOPE OF WORK

- 1) **WORK OBJECTIVE:** The District operates a Lime Softening Water Treatment Plant which produces lime residuals during its water softening process. These residuals are collected in a wet pond located directly behind the plant. From time to time, the lime sludge must be excavated from the wet pond into various drying beds, dried, then removed, loaded, hauled, transported and disposed of. The District has one wet pond and six drying beds in total. It has been quite some time since all of the drying beds have been cleaned and the natural vegetation has taken over. The District previously had the vegetation cleared and the lime removed from Beds 1, 2 & 3 in 2020. The District is requesting bids from contractors interested in the clearing and removal of dry lime residuals from the WTP from the remaining Beds. Once removed, wet lime sludge shall be transfer of the wet pond to the drying beds. Prior to 2020, previous contractors have removed the dry lime residuals at no cost to the District.
- 2) **FACILITY INFORMATION:** The Lime Softening Water Treatment Plant is located at 201 Selma Avenue, Englewood, FL 34223. All work shall be performed during the hours designated by the Water Operations Manager and in such a manner as not to disrupt ongoing utility operations. Generally, work shall be performed on normal work days (between the hours of 7:00 a.m. and 4:00 p.m.), excluding weekends and holidays.
- 3) **STANDARDS:** It shall be the responsibility of the bidder to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply.
- 4) **PROFESSIONAL REFERENCES:** As part of the evaluation process, the District may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. The District has the discretion to determine the Bidder's qualifications. Please provide three (3) professional references for similar work (in size and type), in the past five (5) years, on the provided List of References Form.
- 5) **PERIOD OF PERFORMANCE:** The successful Bidder **will commence work within 30 days of the award** of the bid and will **complete all work described in the Scope of Work within 120 days of the award**. The District reserves the right to withdraw from this agreement, and either award to the next lowest Bidder or re-bid the package, in the event that the Bidder is unable to deliver within the time frame specified.
- 6) **SCOPE OF WORK**
 - 6.1 ***Responsibilities of the Contractor***
 - A. The successful bidder, hereafter referred to as the Contractor, will remove all vegetation from the project area as depicted in Exhibit A.
 - B. The Contractor will remove the dry lime residuals from the WTP's drying Beds 4, 4A, 5 & 6 prior to the transfer of wet lime sludge to the drying beds.
 - C. Any restoration/reshaping of the berms that border and divide the individual lime drying beds is the responsibility of the Contractor.
 - D. Once the removal of the dry lime residuals has been completed, the Contractor shall transfer the lime sludge from the wet pond to the drying beds.
 - E. The Contractor shall obtain any necessary permits in order to complete the work as described.
 - 6.2 ***Vegetation Removal***

Please refer to **Exhibit A** for the approximate limits of the vegetation removal. The total area to be cleared is approximate 2.5 acres. All vegetation, including but not limited to, trees, bushes, stumps and the associated roots shall be removed from the worksite and disposed of in accordance with all Local, State and Federal

governing authority rules, regulations, laws, codes and ordinances. The Contractor is responsible for the payment of any and all fees that may result from disposal. The Contractor shall be solely responsible for the supply, of all equipment and manpower necessary for the clearing, loading, transporting, and disposing of all vegetation. Extreme caution shall be used with removing vegetation in close proximity to the 30" watermain that is located beneath Lime Bed 4A. location of Lime Beds and Lime Sludge Pond relative to each other.

6.3 Estimated Volume of Lime Beds and Sludge Pond

Please refer to **Exhibit B** for the location of Lime Beds and Lime Sludge Pond relative to each other. The approximate surface area for the Lime Beds and Lime Sludge Pond have been estimated using previous aerials of the site. The depth of the dried material in each Beds was estimated using a hand auger. Actual depth of dried material in each Bed may vary.

Lime Bed #4 – Has an approximate surface area of 16,297 sq ft and is approximately 10 ft. deep. Lime Bed #4 is believed to have an approximate volume of 6,036 cubic yards.

Lime Bed #4A – Has an approximate surface area of 21,150 sq ft and shall be taken down to grade level. The assumed average depth of the bed is approximately 5 ft. deep. Lime Bed #4A is believed to have an approximate volume of 3,917 cubic yards.

Lime Bed #5 – Has an approximate surface area of 14,144 sq ft and is approximately 10 ft. deep. Lime Bed #5 is believed to have an approximate volume of 5,239 cubic yards.

Lime Bed #6 – Has an approximate surface area of 17,616 sq ft and is approximately 10 ft. deep. Lime Bed #6 is believed to have an approximate volume of 6,524 cubic yards.

Lime Sludge Pond – Has an approximate surface area of 14,440 sq ft and is approximately 20 ft. deep. The Wet Sludge Pond is believed to have an approximate volume of 10,697 cubic yards.

The total estimated amount of dried lime residuals to be removed is 21,716 cubic yards. The total estimated amount of lime sludge that needs to be transferred is 10,697 cubic yards.

6.4 Pricing

Bid price shall include all expenses such as but not limited to Contractor's costs for all transportation, fuel, labor, equipment, taxes, overheads, profits, fees, insurances and any incidentals incurred in performing work as described in the bid documents. No additional charges will be considered. Prices shall be listed for each task as shown on the Bid Form. Prices shall remain firm and fixed for the term of the Contract, including any extension periods. Prices shall be separated according to services rendered, as follows:

- A. Vegetation Removal – Cost, lump sum, for clearing, loading, transporting and disposal of all vegetation within the project limits.
- B. Dry Lime Removal – Cost, per cubic yard, for loading, hauling, and disposal of dried lime sludge from the District's WTP.
- C. Wet Lime Transfer – Cost, per cubic yard, for the transfer of wet lime sludge to the lime drying beds.

6.5 Quantities

The estimated quantities provided is an approximation only and not guaranteed. The District does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities. The District also reserves the right to increase or decrease the quantity to meet additional or reduced requirements of the District, without such change affecting the contract unit price set forth in the proposal form by the bidder.

6.6 Measurement of Quantities for Billing Purposes

A. Vegetation Removal – Payment for vegetation removal shall be based on a lump sum.

B. Dry Lime Removal – Payment for disposal of dried lime shall be made based on truckloads removed. Each truckload shall contain approximately twenty (20) cubic yards. The Contractor shall generate individual load receipts for each truckload which will be signed by a District representative. The Contractor shall provide the District with a two-part ticket form for each load prior to it exiting the property. A sample of the load ticket to be used for the project shall be approved during a Pre-Construction Meeting. Trucks must arrive at the District's facility empty, with the interior of the truck in satisfactory condition to legally haul lime sludge. The District reserves the right to randomly inspect trucks as they enter and exit the property to ensure minimum load capacity of 20 cubic yards per truck is maintained.

C. Wet Lime Transfer – Payment for the transfer of wet lime sludge to the lime drying beds shall be based on an estimated volume removed from the pond. Prior to the start of transferring lime sludge, the height of the lime bed shall be measured in reference to a fixed structure. Upon completion of the transfer, the pond shall be drained so that a subsequent measurement can be obtained from the same fixed point. The volume of transferred sludge shall be estimated using the approximate surface area multiplied by the depth of sludge removed.

6.7 Ownership of Removed Dried Sludge

Upon the removal of dried sludge from the District's WTP, said sludge shall become the property of the Contractor. The District shall not be held liable for any illegal dumping of lime sludge in a non-permitted site, and the Contractor shall so indemnify the District.

6.8 Disposal of Sludge

The Contractor shall be solely responsible for the supply of all equipment and manpower necessary for excavating, loading, transporting and disposing of the lime sludge. The Contractor will provide the properly licensed/certified equipment Operators to operate the equipment. Finding a disposal site is the responsibility of the Contractor. The ultimate disposal of the materials by the Contractor shall be in an environmentally acceptable manner in accordance with all local, county, state, and federal requirements. The Contractor agrees to be responsible for any on site and all roadway spills and/or cleanup required during the loading, transportation, and subsequent use of the lime residuals by the Contractor. The Contractor shall be responsible for any costs incurred as a result of the disposal of material, including fines or penalties.

6.9 Restoration

The Contractor shall perform such work as not to cause damage to existing structures and any other existing features such as asphalt pavement, piping, lagoon structural integrity, concrete slopes, and any other features that may exist. If damages exist, the Contractor shall be responsible to restore to original conditions.

6.10 Lime Sludge Analytical Results

Please see **Exhibit C** for the soil analysis on the dried Lime Sludge.

SAMPLE CONTRACT

CONTRACT FOR LIME SLUDGE REMOVAL

This Contract ("Contract") is made as of the ____ day of _____ 2024 ("Effective Date"), between the **ENGLEWOOD WATER DISTRICT**, a Special District of the State of Florida, 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as "DISTRICT" or "OWNER"), and ____ [Name of CONTRACTOR] _____, ADDRESS, CITY, Florida ZIP CODE, (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

NOW, THEREFORE That the DISTRICT and CONTRACTOR ("Parties"), in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

2. CONTRACT DOCUMENTS.

The following documents and information are incorporated by reference and made part hereof and shall comprise the Contract Documents.

- a. This Contract document;
- b. Request for Bid (RFB) 2024-138 solicitation package in its entirety;
- c. All Addenda to the RFB issued;
- d. Schedule of Bid Items, also known as "Attachment A";
- e. Scope of Work, also known as "Attachment B"; and
- f. The CONTRACTOR'S response to RFB 2024-138.

3. SCOPE OF SERVICES.

The CONTRACTOR will furnish the following services generally described as the "Lime Sludge Removal Project" to the DISTRICT as listed in the Request for Bid, RFB 2024-138. Nothing herein will limit the DISTRICT's right to obtain bids or proposals for services from other contractors for the same or similar work.

4. RESPONSIBILITIES OF THE CONTRACTOR.

A. The CONTRACTOR shall supervise and direct the work to the best of his/her ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed.

The CONTRACTOR assumes full responsibility for the acts, negligence, or omissions of all his/her employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract with him/her. All contracts between the CONTRACTOR and any such subcontractor as the CONTRACTOR shall hire, shall conform to the provisions of the Contract and bid documents and shall incorporate in them the relevant portions of this Contract.

B. CONTRACTOR has visited and examined the site of the work and familiarized himself with the nature and extent of the contract documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

C. The CONTRACTOR shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained,

and with the RFB No.2024-138, addendums and with the proposal submitted by the CONTRACTOR and on file with the DISTRICT. The foregoing Request For Bid (RFB), specifications, and proposal submitted by the CONTRACTOR, are hereby specifically made a part of this Contract and are incorporated herein.

5. PUBLIC RECORDS LAW.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, TERESA HERZOG, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 474-3217; E-MAIL: therzog@ewdfl.com

6. WAIVER OF LIEN.

The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the DISTRICT against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

7. CONTRACT PRICE.

The CONTRACTOR shall perform the Services for a total price not to exceed \$**[CONTRACT AMOUNT]**. The cost of these services shall not exceed this amount unless the DISTRICT has executed a written change order approving any increase in price.

8. PAYMENT.

Upon approval by the District's authorized representative, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the scope of work identified in RFB 2024-138.

It is the policy of the District that payment for all purchases by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

All invoices must reference the associated Purchase Order number before payment can be made. Invoices should be e-mailed to Accounts Payable, apinvoice@englewoodwater.com or faxed to (941) 460-1025.

9. CONTRACT TIME.

The CONTRACTOR will commence work within 30 days of the award of the bid and will complete all work described in the Scope of Work within 120 days of the award. The DISTRICT reserves the right to withdraw from this agreement, and either award to the next lowest Bidder or re-bid the package, in the event that the CONTRACTOR is unable to deliver within the time frame specified, subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract.

10. CORRECTION OF WORK.

All work and/or materials shall be subject to the inspection of the DISTRICT who shall be the final judge of work performed. Should the work performed not meet the technical specifications in the contract, the CONTRACTOR will correct work performed, as directed by the DISTRICT, at no additional expense, **within one (1) week of notification** by the DISTRICT. If any of the work pertaining to this Contract was not

performed in accordance with the Contract Documents, the monthly compensation may be delayed by the DISTRICT until work is satisfactorily corrected.

11. FORCE MAJEURE.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

12. INSURANCE.

The Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the District. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the Administrator or designee. The Administrator or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the CONTRACTOR.

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

COMPREHENSIVE COMMERCIAL GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. The District is to be named additional insured.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

ENVIRONMENTAL/POLLUTION LIABILITY: The CONTRACTOR shall provide an Environmental/Pollution Liability policy in an amount of:

- General Aggregate \$2,000,000.
- Each Occurrence \$1,000,000.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the District is provided notice as stated within the policy. It is the CONTRACTOR's responsibility to provide notice to the District.

C. SPECIAL REQUIREMENTS:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the District's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided

as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. Additional Insured: All policies required by this Contract, with the exception of Workers' Compensation, **shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insureds** as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the District as "additional insured" shall be at the CONTRACTOR's expense.

3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the District before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements. Certificates of Insurance evidencing claims made or occurrences.

Form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the District's Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

4. Premiums and Deductibles: The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the District is an insured under the policy. The CONTRACTOR's insurance is considered primary for any loss regardless of any insurance maintained by the District. The CONTRACTOR is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

5. Waiver of Subrogation: The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, by proper endorsement or through other means, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees and affiliates, and the District's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the CONTRACTOR for the District. It is the CONTRACTOR's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the CONTRACTOR, its officers, officials, agents, employees, and any subcontractors, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees, affiliates and volunteers, and the District's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONTRACTOR or its agents may be responsible for.

D. POLICY FORM

- i. All policies, required by this Agreement, with the exception of Workers Compensation, are to be written on an occurrence basis, shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insured as their interest may appear under this Agreement.
- ii. Insurance requirements itemized in this Agreement, and required of the CONTRACTOR, shall be provided by or on behalf of all Subcontractors to cover their operations performed

under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.

- iii. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CONTRACTOR is to notify the District's Purchasing Department by written notice via certified mail, return receipt requested.
- iv. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONTRACTOR's liability for indemnity of the District shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONTRACTOR and its carrier.
- vi. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the District's Purchasing Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the District's Purchasing Department prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the District's Purchasing Department before the CONTRACTOR will be allowed to commence or continue work.

13. INDEMNIFICATION

A. To the extent permitted by Florida law, the CONTRACTOR must 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 the Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the district or its subdivisions to suit by third parties.

B. The DISTRICT must provide all available information and assistance that the CONTRACTOR may reasonably require regarding any claim. In the event of a claim, the DISTRICT must promptly notify the CONTRACTOR in writing by prepaid certified mail (return receipt requested) or by delivery through any

nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.

C. This Agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DISTRICT and such insurance coverage will not be deemed a limitation on the CONTRACTOR's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

D. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the DISTRICT as set forth in Florida statutes, Section 768.28. The terms of this section survive the termination of this Agreement.

E. The terms of this section survive the termination of this Agreement.

F. Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the DISTRICT, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

14. TERMINATION FOR CONVENIENCE OR CAUSE.

A. For Convenience. The DISTRICT may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the DISTRICT, become the DISTRICT's property. If the Agreement is terminated for convenience by the DISTRICT as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

B. For Cause or Default. If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the DISTRICT will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The DISTRICT's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the DISTRICT determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the DISTRICT determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the DISTRICT shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the DISTRICT terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the DISTRICT, become DISTRICT property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Agreement, and the DISTRICT may withhold any payment due the CONTRACTOR for the purpose of

set-off until such time as the exact amount of damages due the DISTRICT from such breach can be determined.

In case of default by the CONTRACTOR, the DISTRICT may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The DISTRICT reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the DISTRICT.

In addition, in the event of default by the CONTRACTOR under this Agreement, the DISTRICT may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the DISTRICT has with the CONTRACTOR and debar the CONTRACTOR from doing future business with the DISTRICT.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the DISTRICT may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the DISTRICT and debar the CONTRACTOR from doing future business with the DISTRICT.

The DISTRICT may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the DISTRICT is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or CONTRACTOR to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the DISTRICT may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the DISTRICT from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the DISTRICT all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

15. NON-APPROPRIATIONS

The DISTRICT's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the District's Board of Supervisors. The DISTRICT shall promptly notify the CONTRACTOR if the necessary appropriation is not made.

16. INDEPENDENT CONTRACTOR.

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the DISTRICT shall be that of an independent contractor and not as employees or agents of the DISTRICT. The CONTRACTOR does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Contract. The CONTRACTOR shall not pledge the DISTRICT's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

17. SUBCONTRACTORS.

CONTRACTOR shall furnish to DISTRICT a list of all subcontractors prior to any payments against the Contract. All subcontractors are subject to DISTRICT approval.

18. LICENSES AND PERMITS/LAWS AND REGULATIONS.

The CONTRACTOR shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees, therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this contract. The CONTRACTOR shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the CONTRACTOR shall notify the DISTRICT promptly on the discovery of such variance.

19. AMENDMENT.

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the District Administrator or designee, the CONTRACTOR does so at its own expense and risk as unauthorized work shall not be paid for by the DISTRICT.

The DISTRICT's Board of Supervisors may need to approve increases in compensation under this Contract, depending on the dollar value of the increase. The Administrator or designee may authorize increases up to the dollar threshold as identified in the District's policy.

20. APPROVAL OF PERSONNEL.

The DISTRICT reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If DISTRICT, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, DISTRICT may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

21. DISCLOSURE OF CONFLICT.

The CONTRACTOR has an obligation to disclose to the DISTRICT any situation that, while acting pursuant to this Contract, would create a potential conflict of interest between the CONTRACTOR and his duties under this Contract.

22. JURISDICTION AND VENUE.

The venue for purposes of any legal action founded upon this Contract shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Contract. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the DISTRICT and the CONTRACTOR. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

23. EQUAL EMPLOYMENT OPPORTUNITY.

The DISTRICT, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

24. NON-DISCRIMINATION.

The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S. §287.134(2)(a), 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 CONTRACTOR under a contract with any public entity; and may not transact business with any public entity.

25. ASSIGNMENT.

The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District Administrator or designee, except that claims for the money due or to become due the CONTRACTOR from the DISTRICT under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the DISTRICT.

26. SEVERABILITY.

If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

27. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

As to the District: Keith R. Ledford Jr., P.E.
Technical Support Manager
Englewood Water District
201 Selma Ave
Englewood, FL 34223
Tel: (941) 460-1020
Email: kledford@ewdfl.com

As to Contractor: [CONTACT INFORMATION HERE]

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and DISTRICT.

28. RISK OF LOSS.

The CONTRACTOR assumes the risk of loss of damage to the DISTRICT's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the DISTRICT. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the DISTRICT, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the DISTRICT harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the DISTRICT when applicable, and shall pay all costs and judgments which may issue thereon.

29. WAIVER.

No delay or failure to enforce any breach of this Contract by either DISTRICT or CONTRACTOR shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

30. ATTORNEY'S FEES.

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

31. GOVERNING LAW, VENUE AND SEVERABILITY.

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

32. SCRUTINIZED COMPANIES.

- A.** As required by Florida Statutes, Section 287.135(5), for contracts of any amount, the CONTRACTOR shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B.** As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONTRACTOR shall certify on a form provided by the DISTRICT, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C.** If the CONTRACTOR provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the CONTRACTOR will be in breach of this Contract and the DISTRICT may terminate the Contract.

D. PENALTY:

1. A CONTRACTOR that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
2. Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONTRACTOR submitted a false certification.

33. E-VERIFY.

The DISTRICT, CONTRACTOR and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3). The CONTRACTOR shall comply with all other federal laws pertaining to the subcontractor.

34. AUTHORITY TO EXECUTE AGREEMENT.

The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

35. ENTIRE AGREEMENT.

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or CONTRACTOR's bid, this signed Contract (excluding the RFB and CONTRACTOR's bid) shall take precedence, followed by the provisions of the RFB, and then by the terms of the CONTRACTOR's bid.

36. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually signed counterpart.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date stated in the preamble to this Contract.

FOR THE ENGLEWOOD WATER DISTRICT

Signature

Printed Name

Title

FOR THE CONTRACTOR

Signature

Printed Name

Title

ATTACHMENT A

SCHEDULE OF BID ITEMS

ATTACHMENT B

SCOPE OF WORK

EXHIBIT B

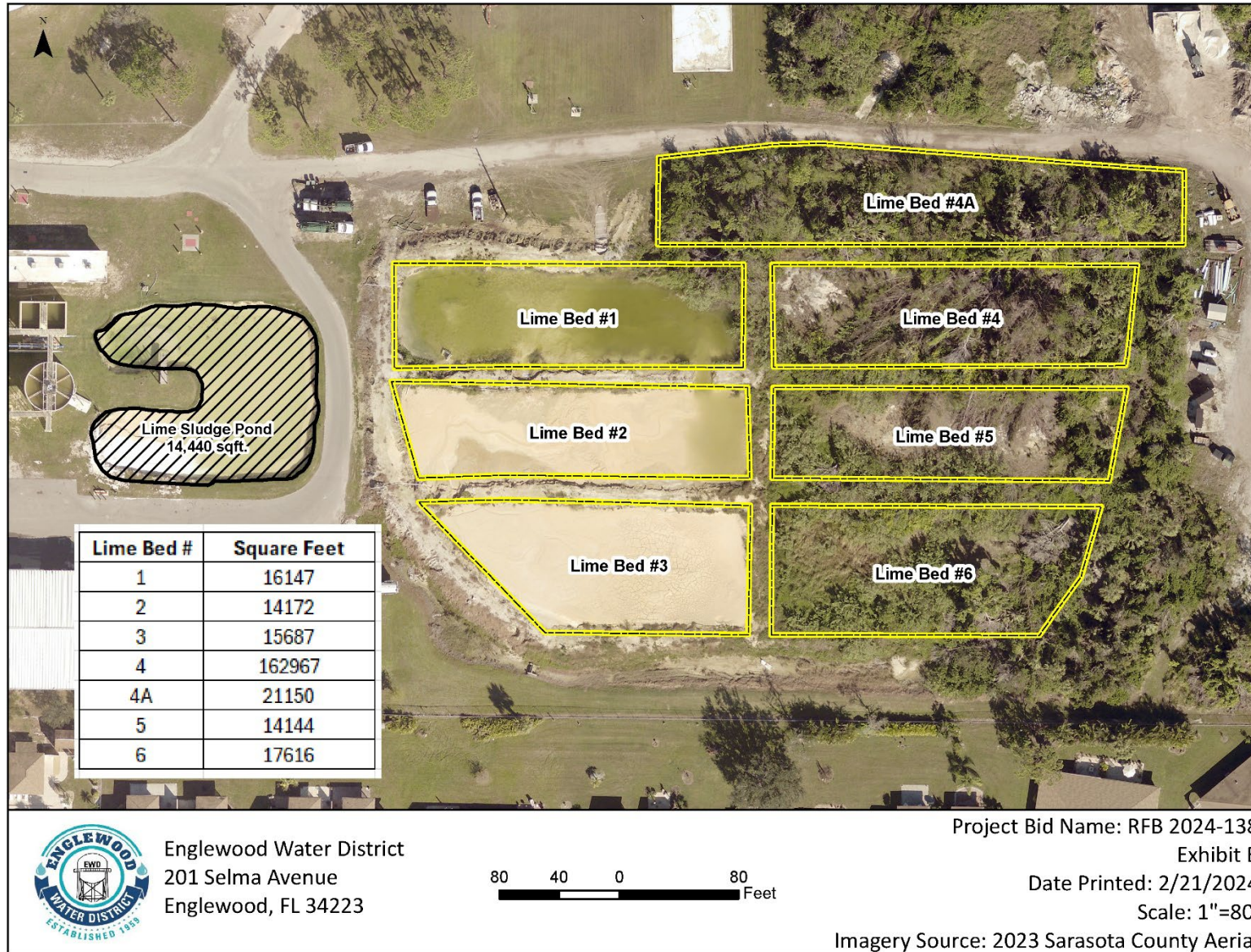


EXHIBIT C



Advanced Environmental Laboratories, Inc
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

April 21, 2020

Chelsea Lauer
Englewood Water District
201 Selma Ave
Englewood, FL 34223

RE: Workorder: F2001348 LIME SLUDGE

Dear Chelsea Lauer:

Enclosed are the analytical results for sample(s) received by the laboratory on Thursday, April 02, 2020. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report. The analytical results for the samples contained in this report were submitted for analysis as outlined by the Chain of Custody and results pertain only to these samples.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Josh Snead - Laboratory Manager
JSnead@aellab.com

Enclosures

Report ID: 958885 - 2598109

Page 1 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

SAMPLE SUMMARY

Workorder: F2001348 LIME SLUDGE

Lab ID	Sample ID	Matrix	Date Collected	Date Received
F2001348001	LIME SLUDGE	Soil	4/1/2020 10:45	4/2/2020 08:30

Report ID: 958885 - 2598109

Page 2 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

ANALYTICAL RESULTS

Workorder: F2001348 LIME SLUDGE

Lab ID: **F2001348001** Date Received: 04/02/20 08:30 Matrix: Soil
Sample ID: **LIME SLUDGE** Date Collected: 04/01/20 10:45

Results for sample F2001348001 are reported on a dry weight basis.

Sample Description:

Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
METALS								
Analysis Desc: SW846 6010B			Preparation Method: SW-846 3050B					
Analysis, Soils			Analytical Method: SW-846 6010					
Aluminum	410		mg/Kg	1	64	16	4/10/2020 17:06	T
Arsenic	2.4	I	mg/Kg	1	3.2	0.80	4/10/2020 17:06	T
Calcium	330000		mg/Kg	100	13000	3200	4/13/2020 16:48	T
Chromium	0.36	I	mg/Kg	1	1.3	0.32	4/10/2020 17:06	T
Copper	0.80	U	mg/Kg	1	3.2	0.80	4/10/2020 17:06	T
Iron	280		mg/Kg	1	64	16	4/10/2020 17:06	T
Magnesium	5800	I	mg/Kg	100	6400	1600	4/13/2020 16:48	T
Nickel	0.80	U	mg/Kg	1	3.2	0.80	4/10/2020 17:06	T
Potassium	32	U	mg/Kg	1	130	32	4/10/2020 17:06	T
Selenium	1.6	U	mg/Kg	1	6.4	1.6	4/10/2020 17:06	T
Silica as SiO2	2700		mg/Kg	1	27	17	4/10/2020 17:06	T

WET CHEMISTRY

Analysis Desc: Total Nitrogen, Calculated, Solid			Analytical Method: Calculation					
Total Nitrogen	0.0019	U	%	1	0.0050	0.0019	4/21/2020 10:16	T
Analysis Desc: TKN, E351.2, Solids			Preparation Method: Copper Sulfate Digestion Solid					
			Analytical Method: EPA 351.2					
Total Kjeldahl Nitrogen	54	I	mg/Kg	1	82	31	4/9/2020 11:52	T
Analysis Desc: Total Phosphorus, E365.4, Analysis			Preparation Method: Copper Sulfate Digestion Solid					
			Analytical Method: EPA 365.4					
Total Phosphorus (as P)	0.041		%	1	0.0041	0.0019	4/9/2020 11:52	T
Analysis Desc: 9056, Soil			Analytical Method: EPA 9056					
Chloride	200	U	mg/Kg	50	820	200	4/2/2020 17:16	F
Analysis Desc: Percent Solids, SM2540G, Soil			Analytical Method: SM 2540G					
Percent Moisture	39		%	1	0.0010	0.0010	4/7/2020 16:37	F
Percent Solid	61.1		%	1	0.04	0.01	4/7/2020 16:37	F
Analysis Desc: Nitrate+Nitrite, SM4500NO3-F			Analytical Method: SM 4500NO3-F					
Nitrate + Nitrite	3.0	U	mg/Kg	2	6.5	3.0	4/7/2020 16:03	T

Report ID: 958885 - 2598109

Page 3 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full, without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

ANALYTICAL RESULTS QUALIFIERS

Workorder: F2001348 LIME SLUDGE

PARAMETER QUALIFIERS

- U The compound was analyzed for but not detected.
- I The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

LAB QUALIFIERS

- F DOH Certification #E84492(AEL-F)(FL NELAC Certification)
- T DOH Certification #E84589(AEL-T)(FL NELAC Certification)

Report ID: 958885 - 2598109

Page 4 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc.
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

QUALITY CONTROL DATA

Workorder: F2001348 LIME SLUDGE

QC Batch: WCAf/1211 Analysis Method: EPA 9056
QC Batch Method: EPA 9056 Prepared:
Associated Lab Samples: F2001348001

METHOD BLANK: 3438570

Parameter	Units	Blank Result	Reporting Limit Qualifiers
WET CHEMISTRY Chloride	mg/Kg	2.4	2.4 U

QC Batch: WCAf/3162 Analysis Method: SM 4500NO3-F
QC Batch Method: SM 4500NO3-F Prepared:
Associated Lab Samples: F2001348001

METHOD BLANK: 3440352

Parameter	Units	Blank Result	Reporting Limit Qualifiers
WET CHEMISTRY Nitrate + Nitrite	mg/Kg	0.92	0.92 U

QC Batch: WCAf/1216 Analysis Method: SM 2540G
QC Batch Method: SM 2540G Prepared:
Associated Lab Samples: F2001348001

QC Batch: WCAf/3195 Analysis Method: EPA 351.2
QC Batch Method: Copper Sulfate Digestion Solid Prepared: 04/08/2020 17:00
Associated Lab Samples: F2001348001

METHOD BLANK: 3442617

Parameter	Units	Blank Result	Reporting Limit Qualifiers
WET CHEMISTRY Total Kjeldahl Nitrogen	mg/Kg	19	19 U

METHOD BLANK: 3442618

Parameter	Units	Blank Result	Reporting Limit Qualifiers
WET CHEMISTRY			

Report ID: 958885 - 2598109

Page 5 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

QUALITY CONTROL DATA

Workorder: F2001348 LIME SLUDGE

METHOD BLANK: 3442618

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
Total Phosphorus (as P)	%	0.0011	0.0011	U

QC Batch: WCAT/3195 Analysis Method: EPA 365.4
QC Batch Method: Copper Sulfate Digestion Solid Prepared: 04/08/2020 17:00
Associated Lab Samples: F2001348001

METHOD BLANK: 3442617

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
WET CHEMISTRY				
Total Kjeldahl Nitrogen	mg/Kg	19	19	U

METHOD BLANK: 3442618

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
WET CHEMISTRY				
Total Phosphorus (as P)	%	0.0011	0.0011	U

QC Batch: DGM/1558 Analysis Method: SW-846 6010
QC Batch Method: SW-846 3050B Prepared: 04/09/2020 10:00
Associated Lab Samples: F2001348001

METHOD BLANK: 3445147

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
METALS				
Aluminum	mg/Kg	9.7	9.7	U
Arsenic	mg/Kg	0.49	0.49	U
Calcium	mg/Kg	19	19	U
Chromium	mg/Kg	0.19	0.19	U
Copper	mg/Kg	0.49	0.49	U
Iron	mg/Kg	9.7	9.7	U
Potassium	mg/Kg	19	19	U
Magnesium	mg/Kg	9.7	9.7	U
Nickel	mg/Kg	0.49	0.49	U
Selenium	mg/Kg	0.97	0.97	U

Report ID: 958885 - 2598109

Page 6 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc
13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (239) 674-8130
Fax: (239) 674-8128

QUALITY CONTROL DATA QUALIFIERS

Workorder: F2001348 LIME SLUDGE

QUALITY CONTROL PARAMETER QUALIFIERS

- U The compound was analyzed for but not detected.
- I The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

Report ID: 958885 - 2598109

Page 7 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



Advanced Environmental Laboratories, Inc
 13100 Westlinks Terrace, Unit 10 Ft. Myers FL 33913
 Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
 Phone: (239) 674-8130
 Fax: (239) 674-8128

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Workorder: F2001348 LIME SLUDGE

Lab ID	Sample ID	Prep Method	Prep Batch	Analysis Method	Analysis Batch
F2001348001	LIME SLUDGE			EPA 9056	WCAf/1211
F2001348001	LIME SLUDGE			SM 4500NO3-F	WCAf/3162
F2001348001	LIME SLUDGE			SM 2540G	WCAf/1216
F2001348001	LIME SLUDGE	Copper Sulfate Digestion Solid	WCAf/3195	EPA 351.2	WCAf/3238
F2001348001	LIME SLUDGE	Copper Sulfate Digestion Solid	WCAf/3195	EPA 365.4	WCAf/3239
F2001348001	LIME SLUDGE	SW-846 3050B	DGM/1558	SW-846 6010	ICPt/1341
F2001348001	LIME SLUDGE	Calculation	CLCt/	Calculation	CLCt/

Report ID: 958885 - 2598109

Page 8 of 9

CERTIFICATE OF ANALYSIS

This report shall not be reproduced, except in full,
 without the written consent of Advanced Environmental Laboratories, Inc.



3004.1.0.0



**Advanced
Environmental Laboratories, Inc.**
Florida's Largest Laboratory Network

☐ **Alamonte Springs:** 380 Hemlock Blvd., Box 1048, FL 32701 • 407.592.1594 • Fax 407.593.1597 Lat. ID: 1048

☒ **Fort Myers:** 31100 Virasans Terrace, Suite 50, FL 33915 • 479.614.8100 • Fax 239.674.8120 Lab ID: EM442

☐ **Jacksonville:** 6661 Southpoint Pkwy., FL 32216 • 904.361.9530 • Fax 904.363.9544 Lab ID: EM2574

☐ **Tallahassee:** 2639 North Monroe St., Suite A, FL 32303 • 904.219.6274 • Fax 904.219.6273 Lab ID: EM1109

* F2001348 *

e _____ of _____

[illegible]

BID FORM

The undersigned, as Bidder declares that he/she has read the Bid Documents comprising of Request for Bids, Instructions to Bidders and General Provisions, Insurance Requirements, Special Provisions, Scope of Work, and other related documents included in this bid package for **RFB 2024-138 Lime Sludge Removal Project**, and agrees to provide services as specified in the Bid Documents, in accordance to the price submitted in this Bid Form.

The Bid Documents, as listed above, are incorporated into the Bid Form and shall be defined as contract documents.

A) BID DETAILS

ITEM	DESCRIPTION	UNIT TYPE	EST. QTY	\$/UNIT	EXTENDED AMT (\$)
1	Vegetation Removal	LS	1		
2	Removal and disposal of dried lime sludge from Lime Beds 4, 4A, 5 and 6	Cu. Yard	21,716		
3	Transfer of wet lime sludge to lime drying beds	Cu. Yard	10,697		

Dollars

(Bid Total written in words)

B) SUBMITTED DOCUMENTATION

Please indicate below, signed and completed documentation that have been included with your bid:

- ☐ References List
- ☐ Conflict of Interest Form
- ☐ Non-Collusive Affidavit
- ☐ Drug Free Workplace Form
- ☐ Public Entity Crime Information Form
- ☐ Scrutinized Company Certification Form
- ☐ Statement of Organization Form

(Bidder must submit proof that the company is authorized to conduct business in the State of Florida, and currently has an active status. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing you company as eligible to conduct business in the State of Florida. Please refer to www.sunbiz.org for more information. For companies registered outside of Florida, bidder must also submit proof that their firm name is registered with their state or origin.)

C) ADDENDUM ACKNOWLEDGMENT (IF APPLICABLE)

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been incorporated into the Bid total.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

D) INSURANCE REQUIREMENTS

The Bidder certifies that he/she has reviewed and is able to meet all the insurance requirements, and if awarded the Contract, will provide insurance certificate(s) to the District, before commencement of any work or within 10 days of Contract award, whichever is earlier.

E) REVIEW FOR ACCURACY

The Bidder also acknowledges that all prices have been reviewed for accuracy, all price corrections initialed, all price extensions and totals have been thoroughly examined. By signing this Bid Form, the Bidder guarantees that he/she will not withdraw the submitted bid for a period of 90 days after the scheduled time for bid opening.

F) DECLARATION OF EXEMPTION FROM PUBLIC RECORD

In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replied received by an agency pursuant to a competitive solicitation are exempt from public record until such a time as the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Bid results will be posted on DemandStar. No information regarding the submittal will be divulged over the phone.

Name of Bidder's Company: _____

Mailing Address: _____

Physical Address: _____

City & State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Signature of Authorized Personnel: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

REFERENCES/CLIENT LISTING: Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Service Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

2. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Service Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

3. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Service Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

COMPANY NAME: _____

SIGNATURE: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ Fax: _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

Are you registered with the State of Florida Department of State? ☐ Yes or ☐ No

If yes, what is your document number? _____

Does your company currently have an active registration status? _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.
§287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

Signed, sealed and delivered this _____ day of _____, 200____.

By: _____

(Printed Name)

(Title)

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who ☐ is
personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

SS. }

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (Company Name), the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 200 _____.

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20_____, by _____ who

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

COMPANY NAME: _____

SIGNATURE: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

DRUG FREE WORKPLACE FORM

The undersigned CONTRACTOR in accordance with Florida Statute 287.087 hereby certifies that _____ (Company Name) does:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- ☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Authorized Personnel's Signature

Date

PLEASE RETURN FORM IF SUBMITTING A BID.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- ☐ I am an employee, public officer or advisory board member of the District
_____ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the District
Name: _____
- ☐ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the District
Name: _____
- ☐ None of The Above

PART II.

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE OF AUTHORIZED PERSONNEL: _____

PRINT NAME: _____

POSITION: _____

DATE: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____
Authorized Representative Name and Title: _____
Address: _____ City: _____ State: ZIP: _____
Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

___ This Contract or Contract renewal is for goods or services of any amount. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

___ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

Signature of Contractor's Authorized Representative

Printed Name:

Title:

Date:

PLEASE RETURN FORM IF SUBMITTING A BID.