



13081 S. Military Trail, Delray Beach, FL 33484  
Phone: 561.498.5363 - Fax: 561.495.9694

**REQUEST FOR QUOTATIONS**  
(#16-9886L.01)

**TO: INTERESTED VENDORS**  
**FROM: Anthony LasCasas, P.E., Assistant Director, Facilities & Maintenance**  
**SUBJECT: Field Cut Mowing of Canal Rights-of-Way on LWDD E-2W Canal**  
**SUBMISSION DEADLINE: TUESDAY, OCTOBER 11, 2016 at 3:00 PM**

The Lake Worth Drainage District is inviting all qualified vendors to submit quotations for field cut mowing services on its E-2W Canal rights-of-way. The award of this Request for Quotations (RFQ) will be granted to the lowest responsive and responsible bidder as accepted by the District. Prior to award of this quotation, the successful respondent must provide a completed Statement of Business Organization-Attachment D and current Certificate of Insurance which complies with the District's standards illustrated in Attachment E.

**A mandatory pre-quote meeting is scheduled for Thursday, September 22 at 10:00 am** at the District's office at 13081 S. Military Trail, Delray Beach, Florida 33484. Immediately following the meeting, the site will be accessible to interested parties through 4:00 p.m. in order to conduct additional assessments. Follow-up questions must be submitted to the District in writing by 3:00 pm on September 28, 2016. Written responses will be distributed by 3:00 pm on October 4, 2016.

**The following pricing information must be completed, signed and submitted by Tuesday, October 11, 2016 at 3:00 PM.**

Questions and quotes may be emailed, mailed or faxed to Anthony LasCasas at: [alascasas@lwdd.net](mailto:alascasas@lwdd.net); 13081 S. Military Trail, Delray Beach, FL 33484; Fax: 561.495.9694.

**Quote for Mowing Services on LWDD E-2W Canal:**

Flat Mowing Cost Per Cycle \$\_\_\_\_\_ x 4 Cycles per year = \$\_\_\_\_\_

Slope Mowing Cost Per Cycle \$\_\_\_\_\_ x 4 Cycles per year = \$\_\_\_\_\_

TOTAL ANNUAL CONTRACT AMOUNT= \$\_\_\_\_\_

Company Name: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Attachment A: Statement of Work
- Attachment B: Site Location Map
- Attachment C: Sample Purchase Order with Terms & Conditions
- Attachment D: Statement of Business Organization
- Attachment E: Certificate of Insurance (Sample)

**Attachment "A"**  
**Statement of Work**  
**FIELD CUT MOWING OF CANAL RIGHTS-OF-WAY**  
**LWDD E-2W CANAL**

**INTRODUCTION**

The Lake Worth Drainage District (District) is an independent special taxing district responsible for providing flood control and water supply protection for more than 700,000 residents and 10,000 acres of agricultural land in Palm Beach County. The District's jurisdictional boundaries encompass approximately 200 square miles in southeastern and central Palm Beach County.

The District is bordered on the west by the Arthur R. Marshall Loxahatchee National Wildlife Refuge, on the east by Interstate 95, on the north by Okeechobee Boulevard and on the south by the Hillsboro Canal.

The District continually maintains more than 500 miles of canals and associated rights-of-way to ensure effective drainage and flood control. As part of these maintenance efforts, the District mows its canal rights-of-way on a quarterly rotation to provide for operational access. The District employs flat mowers to mow the tops of the canal banks and arm mowers to maintain side slopes of the canals.

The District is seeking CONTRACTOR assistance to perform mowing duties in areas that are easily accessible and definable.

**PROJECT LOCATION**

The work covered by this contract shall include approximately 22.5 miles of the District's E-2W Canal, from the L-5 Canal south to Control Structure 17W at the Hillsboro Canal adjacent to the Florida Turnpike. Project area is outlined in Attachment B.

**SCOPE OF WORK**

The work consists of mowing grass, weeds, brush and removal of trash in DISTRICT maintained rights-of-way along canals, waterways and access roads. Mowing includes both flat mowing and slope mowing. Specialized, high production equipment will be required to mow the canals, banks and slopes.

The CONTRACTOR shall furnish all labor, material, equipment, tools, transportation, supplies, manpower and supervision to complete the Work.

Designated areas to be mowed are rights-of-way along DISTRICT maintained canals as specified in Attachment B. Boundaries of areas to be mowed will be visible from previous mowing operations. Where the boundary is unclear, CONTRACTOR is responsible for obtaining direction from DISTRICT. The right-of-way and top of canal bank width is approximate and shown for reference purposes only. Bank mowing may vary but shall extend from the top of bank to the water's edge at time of mowing. **The CONTRACTOR shall be responsible for verifying all information shown including total areas, access points, gates or other conditions that may impact their quote.**

Slope mowing of canal banks greater or steeper than 3:1 and are inaccessible to the use of conventional style equipment may require special design boom mounted mowers. All mowing, including slope mowing, will be performed in the specified mowing cycle with no less than 60 calendar days between mowing.

All entry features, hydrants, sign posts, fence lines and various vertical obstructions shall be edged, or hand trimmed within mowing limits. This cost shall be included in the overall mowing expense.

## **SPECIFICATIONS AND MINIMUM STANDARDS**

Vegetation to be mowed shall consist of any and all grass, weeds, trees and brush (up to six inch (6") diameter). However, if any trees greater than 6" in diameter are encountered, the DISTRICT must be notified before removal of said trees.

Slopes greater than 3:1 may be mowed with special boom mowing equipment. These areas will be mowed simultaneously with the required flat deck right-of-way mowing. These areas include canal slopes and right-of-way areas with brush up to (6") in diameter. Slope mowing is an integral part of this contract. The extent that the boom mower is utilized in reaching areas inaccessible to the flat mower will greatly influence the successful implementation of this contract. The slope mower shall maintain from the flat deck toe-of-slope, down to the water's edge within the defined maintenance area. It shall also be utilized to access areas along gates, weirs, and other fixed structures that are unable to be reached by flat deck mowing. The CONTRACTOR shall be obligated to use whatever means necessary to remove any and all grass, weeds, trees and brush (up to six inch (6") diameter) within a designated area. HAND CUTTING ON SLOPES may be used as an option.

All grasses shall be mowed at a height of three inches (3"). All other greenery up to 6" in diameter shall be cut as close to the soil line as equipment will permit but no closer than three inches (3") and no more than five (5") inches. Vegetation adjacent to buildings, utilities, trees, fences etc. shall be cut by small equipment. This shall not constitute trimming or edging.

Each time the vegetation is cut, all vegetation shall be trimmed/edged evenly with the edges of all curbs, sidewalks and driveways. Vegetation growing beside walls, fences, guy wires, poles, trees, fire hydrants, culverts, buildings or any object within the designated areas shall be cut to a height consistent with the adjoining turf areas.

All grasses and weeds include those found along or around any given object or structure within a designated mowing area: guard or entrance gates, fences, fire hydrants, guide wires, etc. All grasses shall be cut to the waterline. The waterline shall be determined by the water levels existing on the day of the cut.

All mowing equipment used by the CONTRACTOR must produce a clean, sharp cut and a uniform distribution of the cuttings.

When cutting brush on rights-of-way, the operator shall prevent limbs and trees from falling into canals and lakes. Brush will be removed, hauled away and disposed of properly at the end of the work day.

## **SITE INSPECTIONS & MAINTENANCE**

CONTRACTORS shall, prior to mowing a given area, inspect for any and all debris, structures, utilities or other obstructions and shall exercise necessary care to ensure safe conditions for equipment operator(s).

CONTRACTOR shall exercise the necessary care to preclude any source of litter by his operation and clean up any litter generated by work activities.

CONTRACTOR shall take all necessary precautions to ensure that there is no damage to on-site facilities/utilities/improvements (e.g. pavement, buildings, utilities, irrigation systems, etc.) as a result of their presence and performance of contracted work. CONTRACTOR shall be responsible for and repair/replace all CONTRACTOR-induced damage to pavement, buildings, utilities, irrigation systems, or other structures which may be encountered. In the event that facilities/utilities/improvements are damaged, it shall be reported to the DISTRICT immediately and repair costs deducted from the subsequent invoice for services, unless otherwise arranged between DISTRICT and CONTRACTOR.

CONTRACTOR shall, prior to mowing a given area, inspect for and remove any and all trash or debris that can be lifted and removed by a single man. Post mowing the CONTRACTOR shall gather, remove and properly dispose of all mowing related debris.

Should the CONTRACTOR find areas where vegetation adjacent to the DISTRICT's right-of-way that is encroaching vertically into the DISTRICT's Right-of-way, they shall notify the DISTRICT within 30 days.

Prior to cutting, the CONTRACTOR shall notify DISTRICT of barren areas that could benefit from reseeding and/or re-sodding.

The mowing areas will be inspected by the DISTRICT upon completion of a cutting cycle. Any areas that have been deemed to be excessively damaged by scalping by the CONTRACTOR will be restored through seeding or sodding at the CONTRACTORS expense. Any areas that require remedial attention, having been found to be skipped or deficient in meeting the mowing specifications shall be completed at the CONTRACTOR'S expense. The specific Unit's payment will be withheld until the deficient area is corrected to the DISTRICT's satisfaction.

The mowing areas will be inspected by the DISTRICT throughout the cutting cycle. Should the DISTRICT find any areas that have been deemed to be excessively damaged due to scalping by the CONTRACTOR they will be restored through seeding or sodding at the CONTRACTORS expense. Payment will be withheld until the deficient area is corrected to the DISTRICT's satisfaction.

No fuel or equipment may be stored on site unless approved by the DISTRICT.

## **SAFETY**

### **Personnel:**

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall be responsible for protecting and safeguarding employees and the general public in connection with the work and job site. The DISTRICT shall not be responsible for safety on or off the job site. On-site observations or inspections by DISTRICT staff shall be only for the purpose of verifying that the work is being conducted in accordance with the Purchase Order.

CONTRACTOR shall provide and ensure employees wear protective clothing, safety shoes, hard hats, eye protection, ear (noise) protection, fluorescent safety vests and any other items required by regulations, ordinances, and/or manufacturer's instructions for materials and equipment.

For identification purposes, CONTRACTOR shall require all onsite employees to wear uniforms clearly identifying the CONTRACTOR.

CONTRACTOR shall have on site at all times appropriate first-aid kits in accordance with ANSI.

CONTRACTOR will have a supervisor equipped with a working radio or phone so the DISTRICT will have contact if problems arise in field operations. CONTRACTOR will supply the DISTRICT with all the contact numbers and information for said supervisor.

CONTRACTOR shall be in compliance with the U.S. Department of Labor Occupational Safety and Health Administration regulations and standards.

### **Equipment:**

CONTRACTOR is responsible for ensuring all equipment used is in good repair and operating condition at all times, and is in compliance with all local, state and federal regulations. Only equipment designed for performance of work described herein shall be acceptable for operations. All equipment shall meet



all safety requirements as established for this type of work and approved by the American National Standards Institute (ANSI). All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer.

CONTRACTOR will be solely liable for use of any equipment that may result in damage or injury related to this Work.

All mowing equipment shall be approved by the DISTRICT but shall not relieve CONTRACTOR of responsibility of injury to persons or damage to property caused by equipment operation. Should DISTRICT find any equipment deficient in safety devices, the CONTRACTOR shall be notified and equipment immediately removed from service.

All equipment left on the right-of-way unattended shall be parked as far away from the water's edge as possible. Unattended equipment shall be secured in a manner that shall prevent its movement by unauthorized personnel. Security of the CONTRACTOR's equipment is the responsibility of the CONTRACTOR.

Equipment repairs on the DISTRICT right-of-way shall be limited to maintenance related tasks. Major repairs shall not be made on DISTRICT property.

When CONTRACTOR must operate equipment on public streets, CONTRACTOR shall take all necessary safety precautions and furnish all traffic controls in accordance with local, county, Department of Transportation, and/or other government entities having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

### **QUALIFICATIONS**

CONTRACTOR shall provide a mowing supervisor with a minimum of two (2) years mowing experience and all mowing operators must have a minimum of six (6) months experience.

CONTRACTOR must provide a Certificate of Insurance providing proof of \$1 million in liability and workers compensation insurance and naming the DISTRICT as additional insured.

### **ACCESS**

CONTRACTOR will be provided access, including keys, to all Work areas by DISTRICT. After initial distribution of keys, CONTRACTOR will be responsible for replacement costs of additional keys.

### **WORK SCHEDULES**

MONTHLY mowing schedule must be provided to the DISTRICT by the last day of the month outlining the CONTRACTOR's schedule of contracted activities for the coming month. Any deviation from the schedule shall require the prior approval of the DISTRICT.

Should the CONTRACTOR be unable to complete the cuts in accordance with the schedule due to weather or site access issues they shall immediately contact DISTRICT to request additional time. Such additional time shall not exceed 5 business days.

Areas that are saturated with standing water, to the point that equipment may damage right-of-way, shall not be mowed, with expressed PRIOR approval from the DISTRICT. These "skipped" areas will be mowed as soon as conditions are satisfactory to complete the cycle.

A daily log shall be submitted weekly to the DISTRICT. As work is completed DISTRICT will sign off and provide a copy to CONTRACTOR.

The CONTRACTOR shall perform his work Monday through Friday from 7:30 am to 5:00 pm. No work shall be performed on Saturdays, Sundays or District recognized holidays unless written permission is obtained from the DISTRICT.

### **COMMUNICATION**

CONTRACTOR will have a supervisor equipped with a radio, phone, and push-to-talk or paging device with a local number so the DISTRICT will have contact if problems arise in field operations. CONTRACTOR will supply the DISTRICT with all the contact numbers and information for said supervisor. CONTRACTOR shall have their supervisor contact designated DISTRICT personnel on a daily basis to report on work plans and progress.

The CONTRACTOR's mowing supervisor may be required to meet each week with DISTRICT'S Contract Coordinator to discuss Work progress.

### **WEATHER**

CONTRACTOR must remain apprised of weather conditions that may affect the DISTRICT's jurisdiction. If a major storm event is forecast to affect the DISTRICT, the CONTRACTOR shall clear sites of all excess debris and equipment as directed by the DISTRICT to ensure full accessibility to the canal rights-of-way. Solely at the discretion of the DISTRICT, additional costs incurred in securing the canal right-of-way may be charged to the CONTRACTOR in the form of deductions from subsequent invoices.

### **COSTS**

Quote shall include all costs related to completing work described in the Statement of Work. Travel and down hours will not be considered for additional payment. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to payment. However, DISTRICT shall make final determination.

### **QUALITY ASSURANCE**

The DISTRICT shall have the right, during any phase of the work operations, to reject any and all work and materials that do not meet the requirements of the Statement of Work.

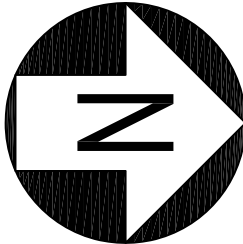
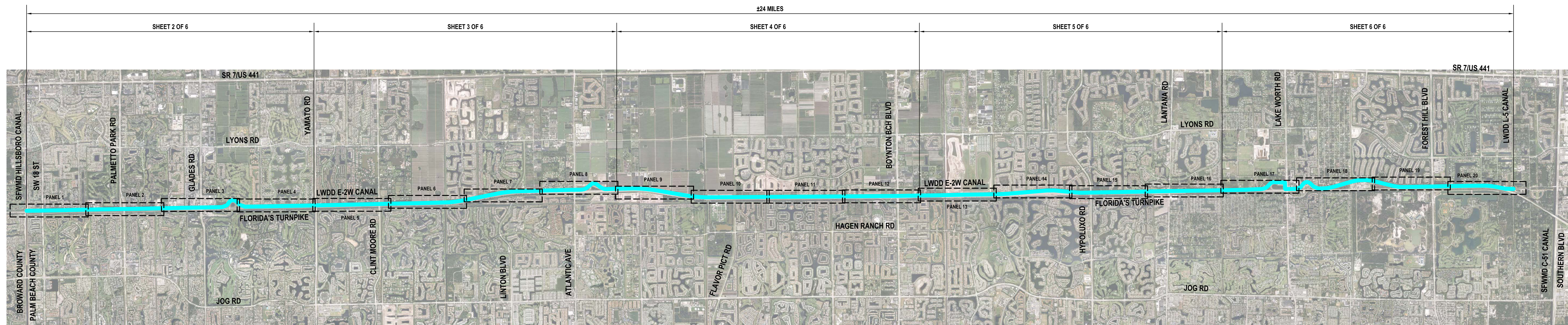
### **PAYMENT**

CONTRACTOR shall submit all monthly Payment Applications for completed work. Further, include in the payment application all completed monthly daily logs. CONTRACTOR shall not submit more than one pay application a month.

### **OTHER**

CONTRACTOR shall not subcontract more than 25% of the contract amount and shall perform a minimum of 75% of the work within their own organization, unless authorized by DISTRICT.





224 MILES  
 SHEET 2 OF 6      SHEET 3 OF 6      SHEET 4 OF 6      SHEET 5 OF 6      SHEET 6 OF 6

**KEY MAP**  
 SCALE: 1" = 4000'

**MOWING LENGTH= +/-22.5 MILES**

**LEGEND**

- GATE
- +/-45' APPROXIMATE WIDTH (TOP OF BANK TO RIGHT-OF-WAY ONLY, EXCLUDING SIDE SLOPE)

THIS MAP IS FOR REFERENCE ONLY  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL  
 INFORMATION SHOWN HEREON INCLUDING TOTAL AREAS,  
 ACCESS POINTS, GATES OR OTHER CONDITIONS THAT MAY  
 IMPACT THEIR BID.

REVISIONS:	DATE:	DESCRIPTION:	BY:

**LAKE WORTH DRAINAGE DISTRICT E-2W CANAL  
 BEGINNING AT THE SFWMD HILLSBORO CANAL  
 & EXTENDING TO THE LWDD L-5 CANAL**

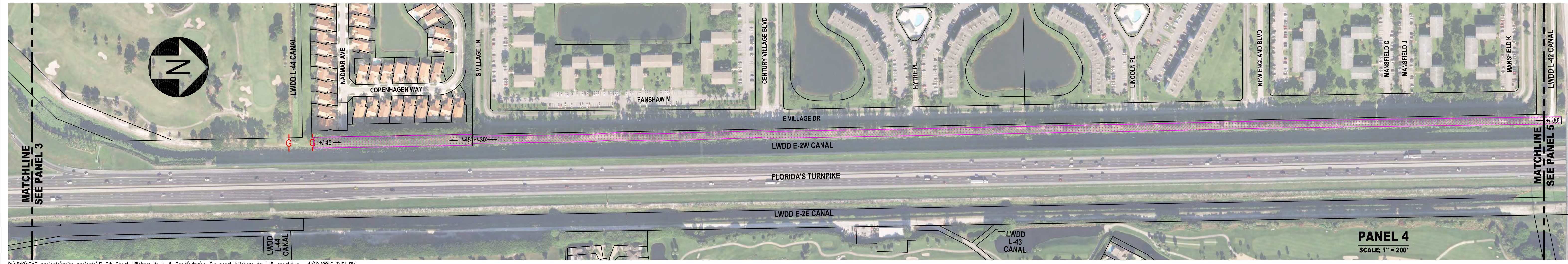
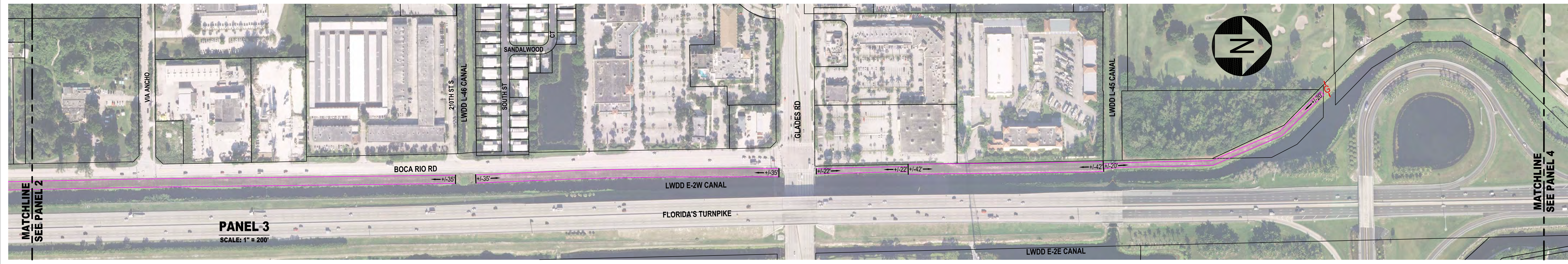
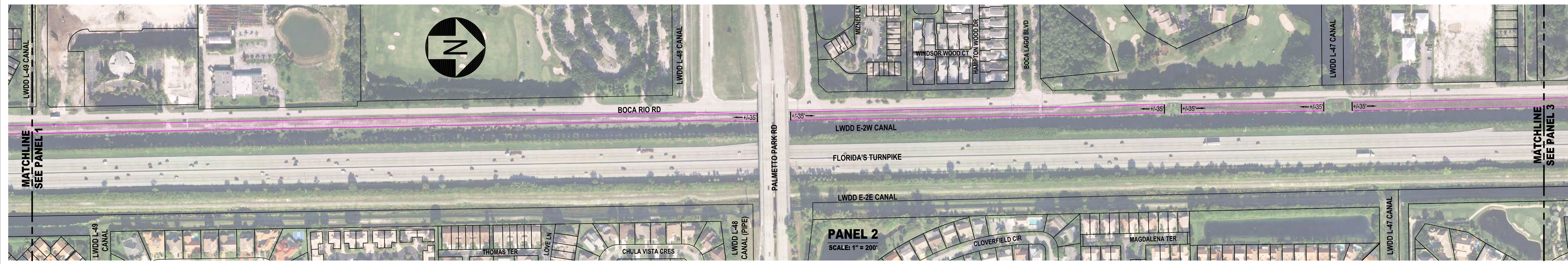
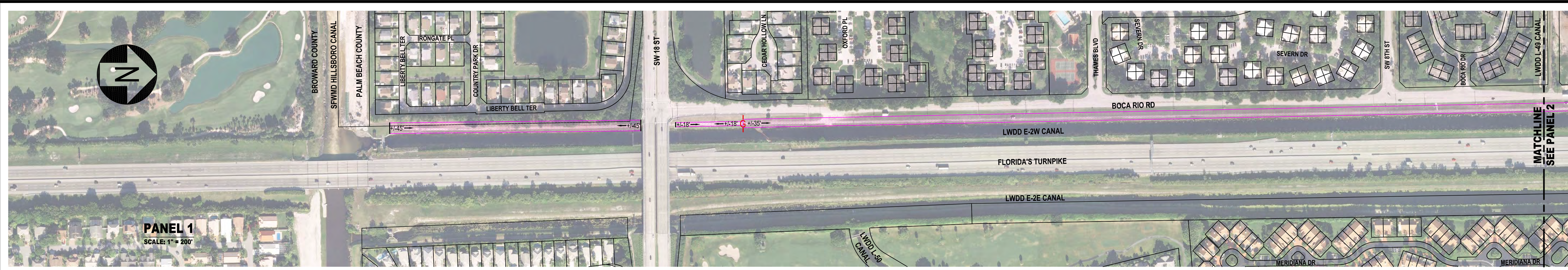


**LAKE WORTH  
 DRAINAGE DISTRICT**  
 13081 MILITARY TRAIL  
 DELRAY BEACH, FLORIDA 33484-1105  
 PHONE (561) 737-3835 • FAX (561) 495-9694  
 WWW.LWDD.NET

DATE:	01/28/2016
SCALE:	1" = 4000'
DRAWN BY:	BOB WBE
CHECKED BY:	KELSEY SMITH
CAD FILE:	SEE PLOT STAMP
AERIAL DATE:	2015 (PALM BEACH COUNTY)

1	OF: 6
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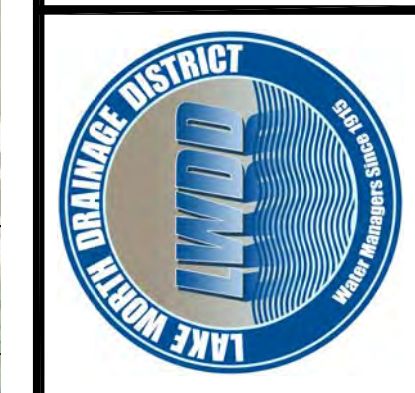




REVISIONS:

No.	DATE	DESCRIPTION

**LAKE WORTH DRAINAGE DISTRICT E-2W CANAL BEGINNING AT THE SFWMD HILLSBORO CANAL & EXTENDING TO THE LWD L-5 CANAL**



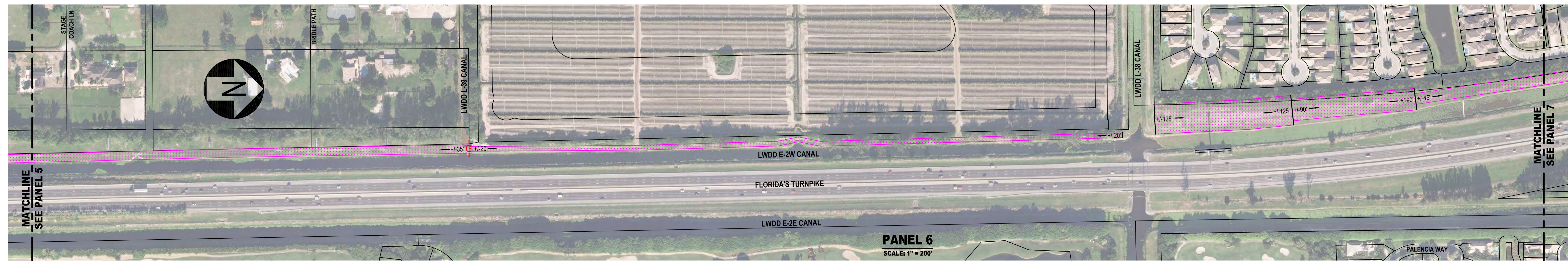
**LAKE WORTH DRAINAGE DISTRICT**  
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 DELRAY BEACH, FLORIDA 33484-1105  
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DRAWING INFORMATION:	
DATE:	01/26/2016
SCALE:	1" = 200'
DRAWN BY:	BOB WBE
CHECKED BY:	DAVE BENDS
CAD FILE:	SEE PLOT STAMP
AERIAL DATE:	2013 (PALM BEACH COUNTY)
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LWDD PROJECT No.:	N/A

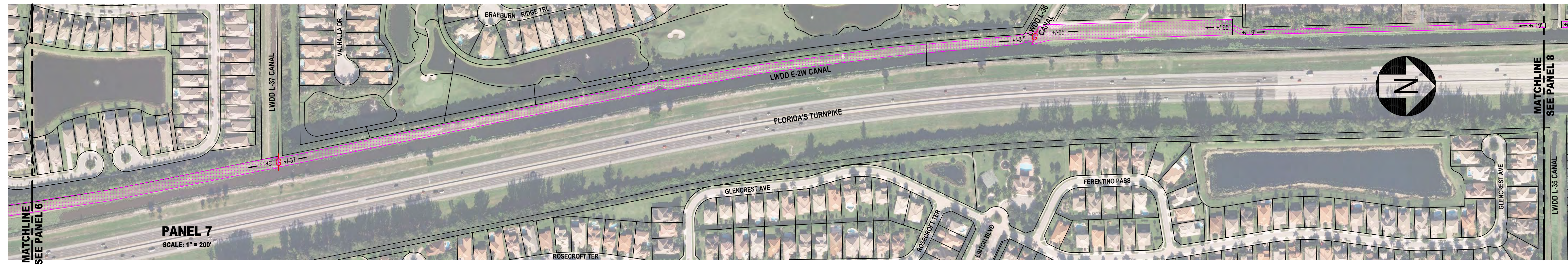




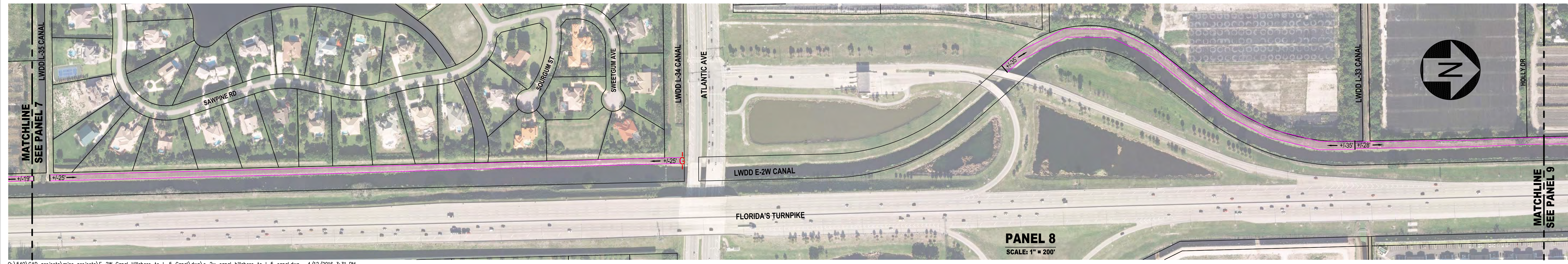
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SCALE: 1" = 200'



**PANEL 6**  
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**PANEL 7**  
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**PANEL 8**  
SCALE: 1" = 200'

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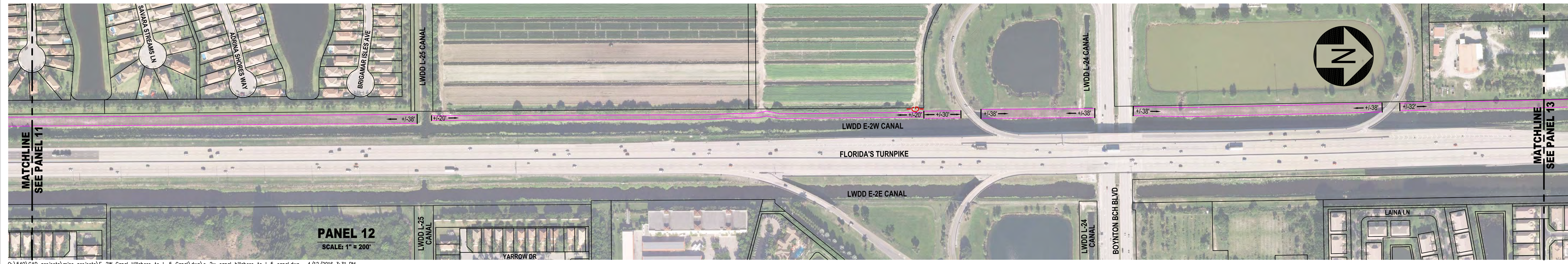
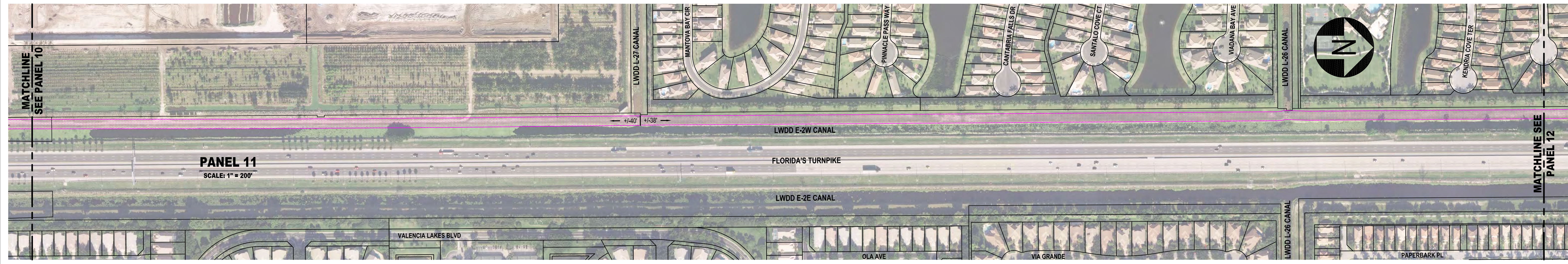
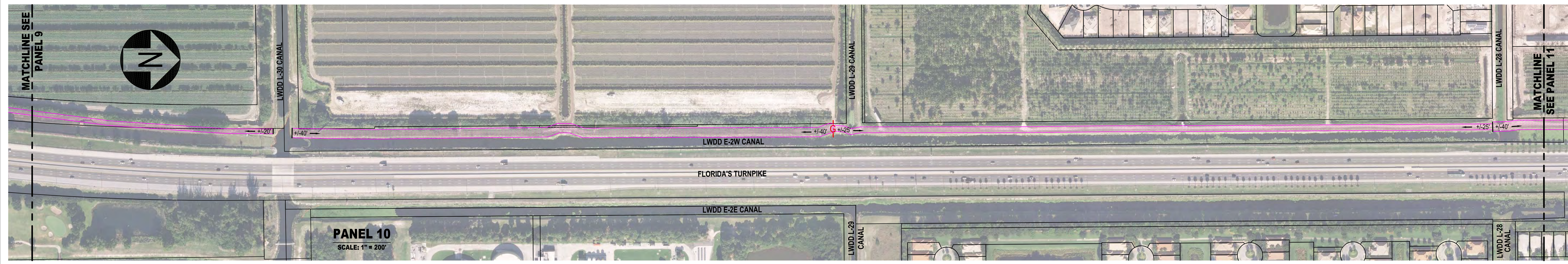
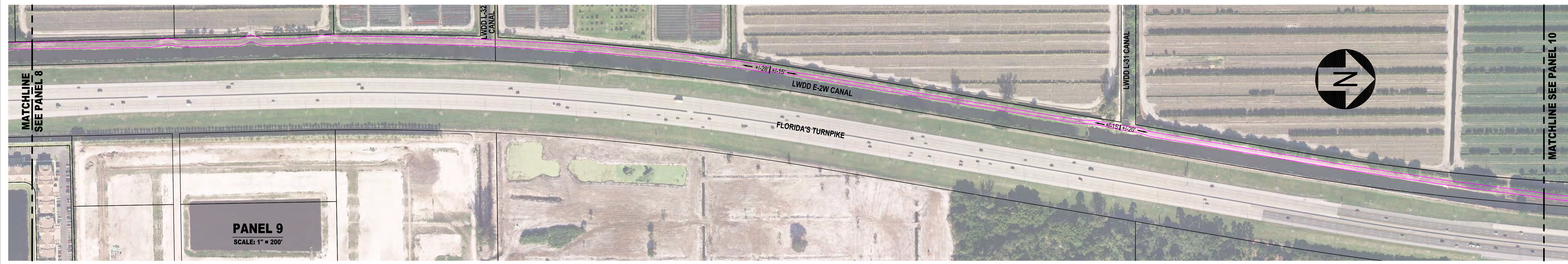


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DATE:	01/26/2016
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3 OF 6  
LWDD PROJECT No: N/A





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**LAKE WORTH DRAINAGE DISTRICT E-2W CANAL  
BEGINNING AT THE SFWMD HILLSBORO CANAL  
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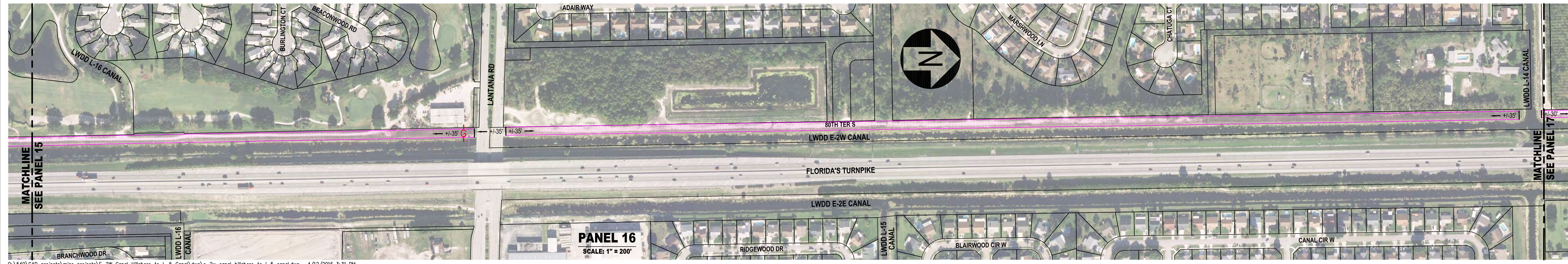
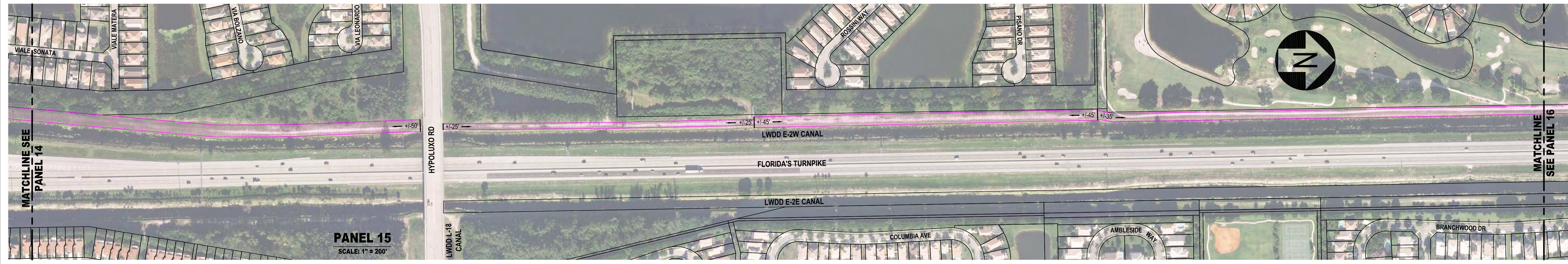
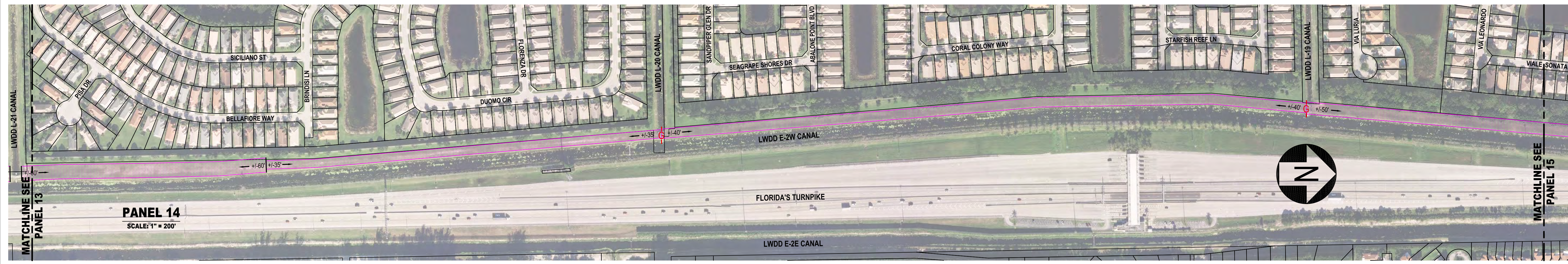
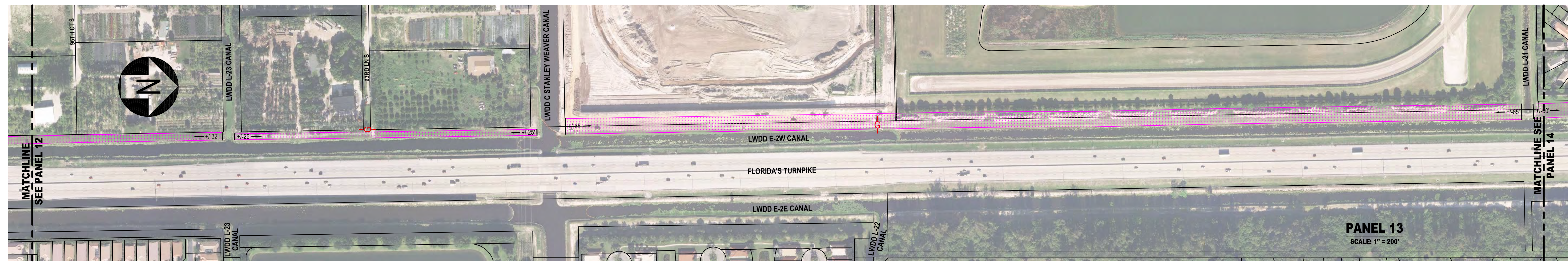
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**4** OF **6**

LWDD PROJECT No: **N/A**





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**LAKE WORTH DRAINAGE DISTRICT E-2W CANAL  
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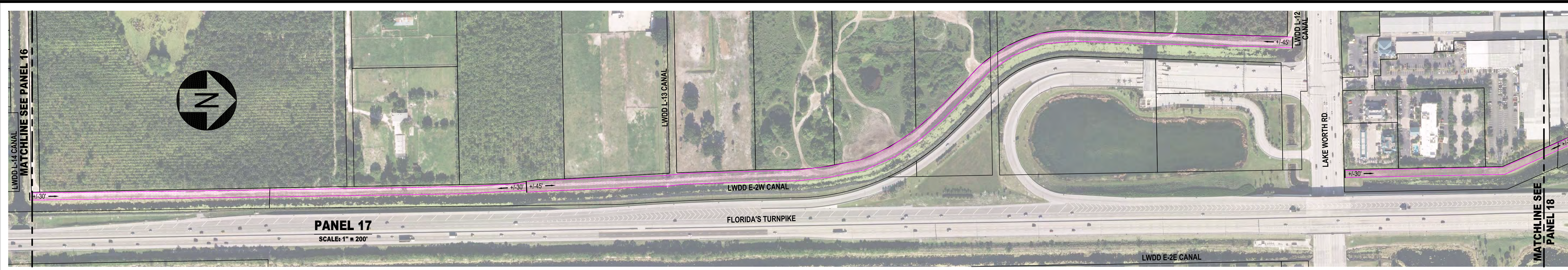
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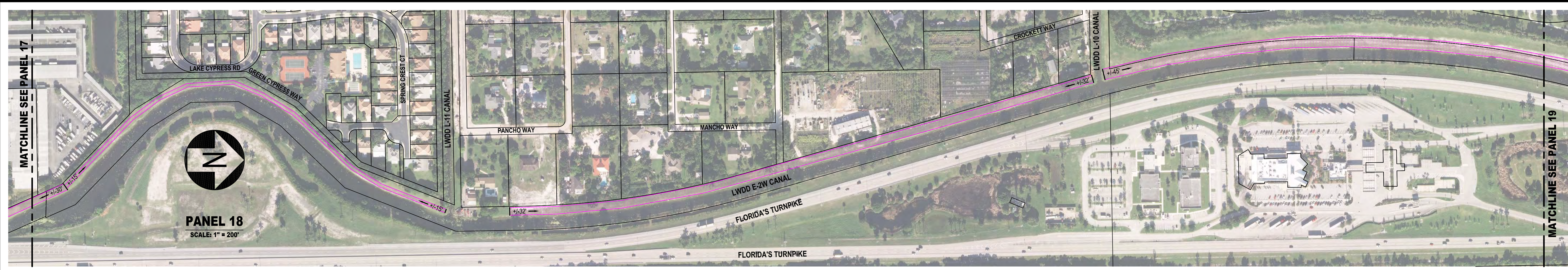
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LWDD PROJECT No: **N/A**

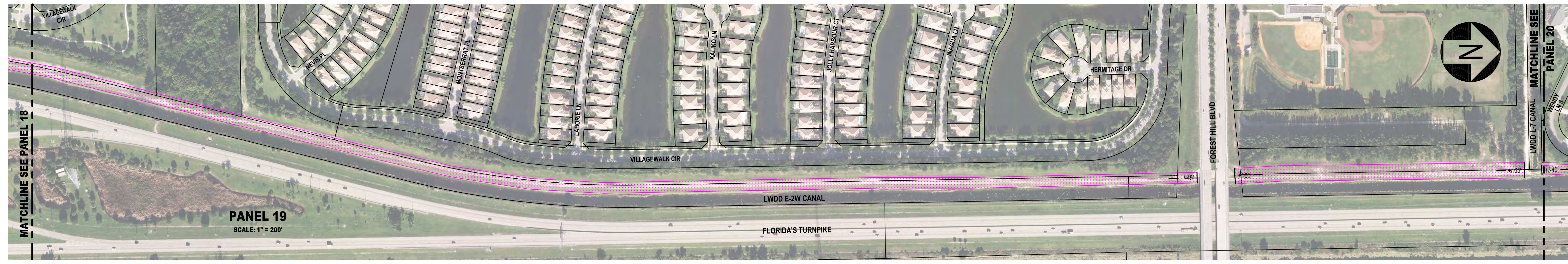




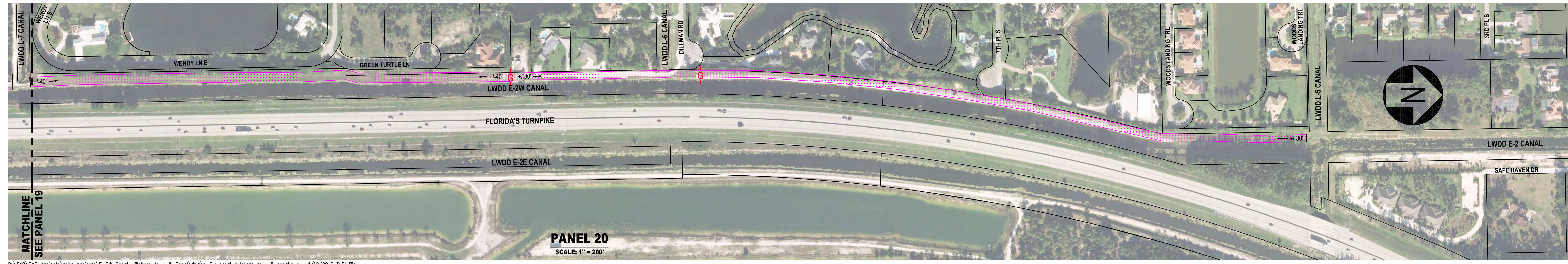
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SCALE: 1" = 200'



**PANEL 18**  
SCALE: 1" = 200'



**PANEL 19**  
SCALE: 1" = 200'



**PANEL 20**  
SCALE: 1" = 200'

NO.	DATE	DESCRIPTION

REVISIONS:

**LAKE WORTH DRAINAGE DISTRICT E-2W CANAL  
BEGINNING AT THE SFWMD HILLSBORO CANAL  
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**6**  
OF: **6**

LWDD PROJECT NO:  
**N/A**



**LAKE WORTH DRAINAGE DISTRICT**

13081 Military Trail  
 Delray Beach, FL 33484  
 (561)498-5363  
 Attn: Staff Contact

**PURCHASE ORDER**  
 PO16-XXX

**Vendor Information** **Shipping Information**

**ABC VENDOR**  
 123 CHERRY LANE  
 City, State 33484  
 Phone - (888)888-8888 Ext / Fax - (888)888-888 Ext

13081 Military Trail  
 Delray Beach, FL 33484  
 (561)498-5363  
 Attn: Staff Contact

Date	Require Date	Prepared By	Workflow	Status	Description
01/01/2016	01/30/2016	LWDD Staff Name			SAMPLE PO

Unit Qty	Unit Type	Qty Rec'd	Received Date	Account Information	Item Number	Item Description	Unit Price	Tax %	Total
1	EA	0		1	N/A	SAMPLE PO	0.00	0.000	0.00

Approved

**Approval Information**

LWDD Authorized Approvers:

**TOTAL \$0.00**

**This Purchase Order authorizes the purchase of the items or services in the quantities and the amounts specified above. All orders are subject to LWDD Terms and Conditions, a copy of which can be obtained from the website at [www.lwdd.net/doing-business](http://www.lwdd.net/doing-business).**

The Purchase Order # number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above.

Lake Worth Drainage District is exempt from payment of the state sales tax under the State of Florida Exemption # 85-8012646118C-2.



**LAKE WORTH DRAINAGE DISTRICT  
PURCHASE ORDER TERMS AND CONDITIONS**

This PURCHASE ORDER constitutes a binding contract between the LAKE WORTH DRAINAGE DISTRICT (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

**INVOICES AND PAYMENTS.** The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable and if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoices shall reference the DISTRICT'S PURCHASE ORDER number and original invoices (clearly marked "Original") shall be mailed to ACCOUNTS PAYABLE, Lake Worth Drainage District, 13081 S. Military Trail, Delray Beach, Florida 33484. The time at which payment shall be due from the DISTRICT shall be thirty (30) days from receipt of a proper invoice and acceptance of deliverables.

**INDEMNIFICATION.** For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless 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 VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

**TERMINATION FOR DEFAULT.** If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT'S Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover reprocurement costs in addition to all other remedies under law and/or equity.

**TERMINATION FOR CONVENIENCE.** The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

**RECORDS RETENTION/AUDIT.** The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

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

**PUBLIC ENTITY CRIMES/SDN LIST.** The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or is included on State of Florida's discriminatory vendor list; and if the VENDOR or any affiliate of the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since placement on one of either of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the

mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 561.498.5363, [info@lwdd.net](mailto:info@lwdd.net); 13081 S. Military Trail, Delray Beach, FL 33484.**

**DISTRICT'S TAX EXEMPTION.** The VENDOR shall not utilize the DISTRICT'S exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

**ASSIGNMENT/GUARANTOR.** The VENDOR shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT'S credit or make the DISTRICT a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Pledging the DISTRICT'S credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**FORCE MAJEURE.** Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

**AMENDMENTS.** This PURCHASE ORDER may be amended or rescinded only with the written approval of the parties hereto.

**ORDER OF PRECEDENCE.** Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

**ENTIRE AGREEMENT.** This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parole evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

**ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:**

**COMPLIANCE.** The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such

compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

**APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

**DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING.** All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

**SHIPMENT UNDER RESERVATION PROHIBITED.** VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

**DELIVERY TERMS & TRANSPORTATION CHARGES.** Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

**VENDOR TO PACKAGE GOODS.** VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g. box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

**PRICES QUOTED.** The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

**DISTRICT'S RIGHT TO CANCEL.** The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

**VENDOR NOT TO LIMIT WARRANTY.** The VENDOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

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

**ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:**

**STATEMENT OF SERVICES.** The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work," attached to this PURCHASE ORDER and incorporated herein.

**COMPENSATION/CONSIDERATION.** The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expenditure of the current funding, notwithstanding other

provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

**INSURANCE.** The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance in compliance with the above requirements. Vendor shall also provide proof of Workers' Compensation policy coverage.

**OWNERSHIP.** The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

**COMPLIANCE/LICENSES.** The VENDOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

**APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

**INDEPENDENT CONTRACTOR.** The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the PURCHASE ORDER. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PURCHASE ORDER. In the event the VENDOR is a sole proprietor, the VENDOR is responsible for submitting legally required returns to the Federal Government.

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

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

**IMMIGRATION.** The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the DISTRICT. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the DISTRICT. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

**BACKGROUND CHECKS.** The VENDOR shall conduct thorough background checks for all of the VENDOR'S employees or hired workers who will be working on the DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision title "IMMIGRATION". After reviewing the results of the background check, the VENDOR shall determine whether the VENDOR'S employees and/or hired workers meets the necessary criteria for the position sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR'S assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

**EMPLOYMENT BENEFITS.** VENDOR expressly understands and agrees that VENDOR, its officers, agents, and employees are not entitled to any employment benefits from the DISTRICT. VENDOR expressly and voluntarily waives and agrees not to make any claim to participate in any of the DISTRICT's employee benefits or benefit plans

should VENDOR or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the DISTRICT. In the event VENDOR is self-employed, VENDOR expressly represents that VENDOR is an independent VENDOR and hereby waives any entitlement to overtime or other benefits that VENDOR may be entitled to receive should VENDOR be adjudicated for any reason to be an employee of the DISTRICT.

**STOP WORK ORDER.** The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Board of Supervisors, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the VENDOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.

**Attachment D**

**LAKE WORTH DRAINAGE DISTRICT**

**STATEMENT OF BUSINESS ORGANIZATION  
16-9886L.01**

Business Organization

1. Business Name: \_\_\_\_\_

2. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

3. Remittance Address: \_\_\_\_\_

4. State of Incorporation: \_\_\_\_\_

5. Federal Employer I.D. or Social Security No.: \_\_\_\_\_

6. Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

8. Type of Organization: Corporation \_\_\_\_ Partnership \_\_\_\_ Joint Venture \_\_\_\_ Individual \_\_\_\_

9. Contact Person(s): \_\_\_\_\_ Title: \_\_\_\_\_

10. Project Manager: \_\_\_\_\_ Title: \_\_\_\_\_

If the parties are certified, please indicate the certifying agency or agencies and attach letters/certificates of certification: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

## Attachment E CERTIFICATE OF INSURANCE

PROVIDED TO: LAKE WORTH DRAINAGE DISTRICT

AGENT BROKER Name/Address/Telephone Number		COMPANIES AFFORDING COVERAGE & BEST RATING				
		COMPANY LETTER A	COMPANY LETTER D			
		COMPANY LETTER B	COMPANY LETTER E			
INSUREDS Name/Address/Telephone Number		COMPANY LETTER C	COMPANY LETTER F			
CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATIONDATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
					BI & PD Combined	PER OCCURRENCE
	GENERAL LIABILITY CONTRACTUAL LIABILITY				BI & PD Combined	\$2,000,000
	AUTOMOBILE LIABILITY _ Any Auto _ Hired Autos _ Non-Owned Autos				BI & PD Combined	\$1,000,000
	EXCESS LIABILITY _ UMBRELLA FORM				PER OCCURRENCE	
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY				EACH ACCIDENT \$500,000 DISEASE-POL LIMIT \$500,000 DISEASE EACH EMPLOYEE \$500,000	
NOTES: Project No. _____ - LAKE WORTH DRAINAGE DISTRICT IS ADDITIONAL NAMED INSURED.						
CERTIFICATE HOLDER				CANCELLATION		
LAKE WORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, Florida 33484				Should any of the above coverages be cancelled or modified, the Agent/Broker shall notify the Certificate Holder named to the left within 10 days of the effective date.		

\_\_\_\_\_  
Signature of Agent

Date: \_\_\_\_\_