



Lake Worth Drainage District
13081 S. Military Trail
Delray Beach, FL 33484
561.498.5363

**Request for Qualifications (RFQ)
Hazardous and Exotic Tree/Vegetation Removal
RFQ 16-9887L.01**

**Submission Deadline:
Thursday, November 3, 2016 @ 4:00 p.m.**

Refer all inquiries and proposals to:
Anthony LasCasas, Project Manager
Lake Worth Drainage District
13081 S. Military Trail
Delray Beach, FL 33484
alascasas@lwdd.net

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Section I - General Guidelines and Information

District Overview

The Lake Worth Drainage District (District) manages the water resources for much of southeastern Palm Beach County, providing comprehensive flood control, water conservation and water supply protection to an estimated 700,000 residents and 10,000 acres of agricultural land. The District monitors and controls a complex system of approximately 500 miles of canals and associated rights-of-way, 20 major water control structures and numerous minor structures. The District encompasses approximately 200 square miles in Palm Beach County. The District is bordered on the west by the Arthur R. Marshall Loxahatchee National Wildlife Refuge, on the east by I-95, on the north by Okeechobee Boulevard and on the south by the Hillsboro canal.

Invitation

The Lake Worth Drainage District is soliciting Requests for Qualifications (RFQ) from interested vendors that can provide the requirements specified herein. The requirements presented in this solicitation represent the District's anticipated needs.

Point of Contact

All inquiries should be directed, in writing, to Anthony LasCasas, Project Manager, at alascasas@lwdd.net or by mail at Lake Worth Drainage District, 13081 S. Military Trail, Delray Beach, FL 33484. The District will not accept any verbal inquiries.

Schedule

Advertise.....	Sunday, October 16, 2016
RFQ Package Available from LWDD.....	Monday, October 17, 2016
All inquiries from respondents due	Wednesday, October 26, 2016 @ 4:00 p.m.
All responses from LWDD issued by.....	Friday, October 28, 2016
Deadline for response submittal to LWDD.....	Thursday, November 3, 2016 @ 4:00 p.m.
Oral presentations (if requested by LWDD)	Tuesday, November 8 – Thursday, November 10 (Times TBA)
LWDD Board meeting to approve qualified vendors	Wednesday, November 16, 2016 @ 8:30 a.m.
Publish qualified firms.....	Wednesday, November 16, 2016

Anti-Lobbying Provision

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Board of Supervisors, nor evaluation committee members, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultant or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g. general information, meetings of introduction, meals, etc.).

Any proposal submitted by a respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Project Manager shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

Public Entity Crimes/Discriminatory Vendor List

Any respondent, or any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

Scrutinized Companies

Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to 287.135, Florida Statutes, and subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Respondent.

Point of Contact and Timetable for Inquiries

Respondents shall contact the Project Manager, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries shall be submitted in writing either through the mail, via facsimile transmission or electronic mail. Technical questions will not be entertained beyond the cut-off date indicated in the RFQ schedule so that answers to substantive questions, in the form of written addenda, can be posted on the District's website (www.lwdd.net).

Oral Representations

No oral representations made by District staff shall be binding. The contents of this RFQ and any subsequent addenda issued by the District shall govern all aspects of this Solicitation.

Addenda

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the District will post written addenda on the District's website (www.lwdd.net) at least seven (7) calendar days before the date scheduled for opening the responses. The District may revise the deadline for response submission at any time prior to the date and time scheduled for

opening the responses. It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's website.

Cancellation of the Solicitation

The District reserves the right to cancel this solicitation and/or re-advertise and re-solicit at any time if determined to be in the best interest of the District.

Development Costs

Neither the District nor its representatives shall be liable for any expense incurred in connection with the preparation, submission of presentation of a response to this solicitation. All information in the response shall be provided at no cost to the District.

Tax Exempt Status

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

Response Submission and Opening

All responses shall be submitted via email or mail by the deadline indicated in the RFQ schedule. The response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the submittal email or envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked. The District cautions respondents to assure actual delivery of responses either emailed, hand delivered or mailed via U.S. mail or overnight courier prior to the deadline set for submitting responses. The District will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements.

Receipt of a response by anyone other than the Project Manager or District Reception Desk will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling 561.498.5363, attention Receptionist, before the submission deadline for responses. The District will not accept or consider responses submitted via facsimile transmission.

Withdrawal of Response

Respondents shall withdraw their submitted response by notifying the District in writing through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent contract negotiation.

Public Records and Exemptions

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

In the event the District rejects all responses and concurrently notices its intent to reissue the Solicitation, responses will be made available after the District posts notice of its decision or intended decision concerning awards for the reissued Solicitation, or until the District withdraws the reissued Solicitation. Responses to a Solicitation cannot remain exempt for longer than twelve (12) months after the initial notice rejecting all Responses.

Rejection of Responses

The District reserves the right to reject any and all proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interest of the District; (2) if such proposal is deemed non-responsive; (3) if the respondent is deemed non-responsive; or (4) if the proposal contains any material irregularities. Minor irregularities contained in the response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District.

Written Proposal Evaluation and Oral Presentations

The District will review each proposal to determine if the proposal is responsive to the submission requirements outlined in this solicitation. Following evaluation of the proposals, the District may request the respondents to provide oral presentations explaining and/or demonstrating each proposal and qualifications. All oral presentations will be scheduled and publicly noticed on the District's website.

Assignment

The successful Respondent will not transfer, assign, convey, sublet or otherwise cede the performance required by this Solicitation or consign any of its rights without the prior written consent of the District through its Board of Supervisors. Any award issued pursuant to this Solicitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the District through its Board of Supervisors.

Board of Supervisor Approval

The list of qualified firms will be presented for approval to the District's Board of Supervisors at a regularly scheduled board meeting (see RFQ schedule). If the Board of Supervisors identifies issues that are inconsistent with policy objectives, LWDD will post an official "Reject All Proposals" notice in lieu of recommended ranking.

Formal Notice of Qualified Firms and Intent to Enter into Contract Negotiations

Following formal approval of the final results by the Board of Supervisors and in compliance with Chapter 120, Florida Statutes, Final Notice of Ranked Firms and Intent to Enter into Contract Negotiations will be posted on the District website and in the lobby at the District office at 13081 S. Military Trail, Delray Beach, Florida 33484. The notice will remain posted for a period of 72 hours (excluding weekends and District observed holidays).

If a respondent intends to protest the District's official notice, the notice of intent to protest shall be filed in writing within 72 hours after the Notice to Proceed is posted, and a formal written protest shall be filed within 10 days after filing the notice of intent to protest. Any Respondent who files a Formal Written Protest pursuant to Section 120.57(3), Florida Statutes shall post with the LWDD at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security

required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security shall be timely filed with the of Lake Worth Drainage District, 13081 S. Military Trail, Delray Beach, FL 33484. The LWDD will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any other location. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (facsimile) at (561)495-9694. Filings by e-mail are not permitted. A Respondent who files a document by facsimile is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the LWDD as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by facsimile is the date LWDD receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

Purchase Order Award

The respondent understands that this solicitation or the response shall not constitute a contract with the District. No contract is binding or official until the District releases a second solicitation for bids, responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and a Purchase Order (PO) is issued by the District.

Prior to PO award, the respondent(s) shall submit documentation reflecting any required insurance coverage. Failure to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

A sample Purchase Order and Project-Specific Statement of Work is attached to this solicitation (Attachment B & C). The District anticipates that the final official purchase order will be in substantial conformance with the sample attached herein. Nevertheless, respondents are advised that the District reserves the right to modify any purchase order which shall result from this solicitation to include minor deviations from the sample attached to this solicitation.

Non-Discrimination

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, creed, national origin, religion, age, sex or handicap.

Solicitation Documents

If a potential Respondent protests any provisions of the Solicitation documents, a notice of intent to protest shall be filed with LWDD in writing within seventy-two (72) hours (excluding weekends and LWDD observed holidays) after the posting of the Request for Qualifications and/or posting of any written addenda on LWDD's website. The formal written protest shall be filed within ten (10) days after the date that the notice of intent to protest is filed. Any Respondent who files a formal written protest pursuant to Section 120.57(3), Florida Statutes, shall post with LWDD at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Section II – Scope of Services

The Lake Worth Drainage District (District) currently maintains approximately 1000 miles of canal banks, portions of which have woody vegetation and trees that present a threat to the successful operation of the water management system. This vegetative material includes, but is not limited to, Brazilian Peppers, Australian Pines, Schefflera Trees, Ficus Trees, Acacia Trees, Melaleuca Trees, Eucalyptus, Avocado, Black Olive and other non-native species.

The District is requesting qualifications and experience information from contractors in order to pre-qualify firms for canal clearing projects within the District boundaries. It is the intent of the District to qualify contractors of various size and capabilities to provide clearing and tree removal services. The preliminary estimated cost of these projects as of the date of this solicitation is \$250,000 annually.

The attached map (Exhibit A) identifies the District's jurisdictional boundaries and canal segments.

Vegetation removal projects may include removal of individual/isolated trees or shrubs, selective removal of exotic vegetation within mixed stands, or total removal of all vegetation along a prescribed canal bank. The District's canal rights-of-way may at times have limited access and may require that vegetation be removed by hand or machine-mounted equipment. Vegetation may be mulched on site, hauled off-site to District properties, hauled to an approved waste handler or a combination of these methods.

In some instances, it may be to the benefit of the District to require a portion or specific aspect of the work to be performed by a Contractor and the balance of the work be performed by the District or other third party as deemed necessary by the District.

Once qualified, contracting firms will be provided the opportunity to submit technical and cost proposals in the second step of this two-step solicitation process.

The District shall define a specific Statement of Work for each individual project including the location and scope of the project. Projects will vary from removal of isolated stands up to two (2) miles of canal bank. The District shall solicit bids from the pre-qualified contractors and issue a specific Purchase Order and Statement of Work for each project. A sample Purchase Order and Statement of Work are attached (Exhibits B & C).

The District makes no representation or guarantee of work as a result of this solicitation and reserves the right to award all, some or none of the work to one or more Contractors as it deems necessary and appropriate.

Section III – Evaluation Criteria and Procedure

EVALUATION CRITERIA

Responsibility Documentation

To be eligible to respond to this RFQ and be considered for award, the Respondent must demonstrate to the satisfaction of the District that it has successfully provided the services requested, similar in scope and complexity, to a local, private or public institution, as well as provide the requested documentation to demonstrate satisfactory certification and performance.

Experience

Demonstrate at least five (5) years of land clearing experience similar in nature to the work described in this RFQ and sample Statement of Work. Provide a list of projects including the general description, location, size (acres,) contracted amount, and equipment used to complete the work. Provide any information on applicable licensing and/or certifications.

Equipment

Demonstrate that the Respondent owns or leases the necessary equipment to perform the work as described in this RFQ and sample Statement of Work. Provide a list of all tree clearing equipment (excluding hand tools and saws) owned or leased by the company. Include the equipment type, size (horsepower, reach, diameter, etc. as may be applicable), model year and number of years owned or leased as applicable.

Personnel

Demonstrate that the Respondent has adequate trained personnel to perform the work. Please provide a list of all personnel (excluding accounting and administrative) that are permanently employed by the Company and number of years of employment with the Company. Please provide a resume for the Principal and primary point of Contact.

References

Demonstrate that the Respondent has favorable references. Please provide a list of 5 references that the Respondent has performed work for in the past 10 years. Include name, address, telephone number, email address and contact person for all references.

Responsiveness Documentation

In addition to qualifications, Respondent must provide the following documentation in accordance with District criteria.

Insurance

Respondents must provide certification or proof of insurance consistent with coverages illustrated in the attached sample Certificate of Insurance (Exhibit D), naming the Lake Worth Drainage District as an additional insured and listed as such on the insurance certificate. Qualified contractors shall not commence any work on any project until certification or proof of the District being named as additional insured has been received and approved by the District. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign the Certificate of Insurance, or (2) issue a letter on the insurance agency's stationary stating that the respondent qualified for the required insurance coverage levels and that the Certificate of Insurance will be submitted before final execution of issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of LWDD to notify the Respondent that the certificate of insurance provided does not meet the Contract requirements shall not constitute a waiver of the Respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by LWDD shall not constitute approval of the amounts or types of coverage listed on the certificate.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the Response and rescission of any ensuing Contract. If awarded a Contract as a result of this Solicitation, the Respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in the attached Certificate of Insurance (Attachment D).

Statement of Business Organization

All respondents shall complete a Statement of Business Organization (Attachment E). This form provides the District with vital information concerning the responding organization as well as joint venture or subcontractor participation levels (if applicable).

Sworn Statement of Public Entity Crimes

The respondent shall provide an executed copy of the attached Sworn Statement of Public Entity Crimes (Attachment F). LWDD will review the following to determine whether the Respondent, or any of its suppliers, subcontractors or sub-consultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- State of Florida's Scrutinized List of Prohibited Companies in accordance with Section 215.473 Florida Statutes.

LWDD shall find non-responsible any Respondent or any of their suppliers, subcontractors, or subconsultants who are currently debarred or suspended, or whose name appears in any of the lists above.

Certification of Good Standing with the Florida Secretary of State

The District will review (for all corporations and partnerships) the Respondent's corporate status and good standing with the Florida Secretary of State. If the Respondent is an out-of-state corporation, the Respondent must obtain authority to conduct business in the State of Florida. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of proposal submission shall be deemed non-responsible by the District. If successful in obtaining a Contract award under this Solicitation, the corporation or partnership must remain in good standing throughout the contractual period of performance.

EVALUATION PROCEDURE

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one that follows the requirements of this solicitation, includes all documentation and completed forms, is submitted in the format outlined in this solicitation, is of timely submission and has the appropriate signature as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

The District's Project Manager and Director of Administrative Services will review all submitted proposals to determine responsibility and responsiveness. Upon review and determination of successful, qualified respondents, a list of qualified contractors will be compiled and presented to the District's Board of Supervisors for approval.

The District has the sole discretion to determine if the Respondent is responsive and qualified to conduct work as specified in this RFQ and sample Statement of Work.

The Board of Supervisors has the right to accept, reject, or modify the recommendation as it deems in the best interests of the District. The Board of Supervisors will render, at its sole and absolute discretion, the final decision on the qualified firms. The Board of Supervisor's decision shall constitute the final decision of the District regarding this RFQ.

Oral Presentations

In general, the District desires to avoid the expense to the District and to Respondents of unnecessary oral presentations. Therefore, the District will make every reasonable effort to achieve a qualified list of contractors using written submittals alone. If the District chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the District's discretion. Oral presentations will provide an opportunity for the Respondent to demonstrate their skills, qualifications, and character are compatible and consistent with the District's requirements and objectives set out in this RFQ.

The District will establish the presentation schedule and Respondents will be notified of the date, time and place of the presentations in accordance with the RFQ schedule. Respondents are required to be available for the presentations, and top members of the Respondent's team that will be working on and supervising the project are expected to be present at the presentation and be available for questions.

Section IV – Response Format Requirements

In order to ensure a uniform review process and to obtain a maximum degree of comparability, it is required that Responses be organized in the manner specified. In addition to the information required as described below, respondents may submit supplemental information that it feels may be useful in evaluating its proposal and qualifications.

Respondents must submit one (1) original marked "original" and two (2) copies marked "copy" of the proposal. Responses should be bound in a three-ringed binder and organized with the following sequence/table of contents:

RFQ TABLE OF CONTENTS:

1. **Title Page** - *(Title page shall show the RFQ subject, title and proposal number; the respondent's name; the name, address and telephone number of the contact person; and date of proposal.)*
2. **Transmittal Letter** - *(All Responses should contain a transmittal letter providing the name of any and all of the persons authorized to make representations on behalf of the Respondent, including the titles, addresses and telephone numbers of each person(s). An authorized agent of the Respondent must sign the transmittal letter indicating the agent's title or authority.)*
3. **Signed Receipt for each addendum issued by the District (if applicable) –**
(It is the responsibility of the Bidder to verify that they have received all addenda issued before Bids are opened. All Responses must include authorized signature of any addenda issued by the District.)
4. **Qualifications and Experience**
5. **Equipment**
6. **Personnel**
7. **References**
8. **Certificate of Insurance**
9. **Statement of Business Organization**
10. **Sworn Statement on Public Entity Crimes**
11. **Certification of Good Standing from the Florida Secretary of State**

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	Received Qty	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.

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 emailed to accountspayable@lwd.net or mailed to ACCOUNTS PAYABLE, Lake Worth Drainage District, 13081 S. Military Trail, Delray Beach, Florida 33484.

The VENDOR shall submit a W-9 form and completed Automatic Deposit Authorization Form authorizing the DISTRICT to submit electronic payment for goods and services. The time at which payment shall be due from the DISTRICT shall be thirty (30) days from receipt of required documentation, 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@lwd.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 "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

DETAIL SCOPE – [insert location, limits, length, bank, isolated/selective/clear cut, etc.]

The work shall be completed within [specify # of days] calendar days after the Notice to Proceed

1. It is understood and agreed that the Contractor, by careful examination, has been satisfied as to the nature and location of the work, character, quality and quantity of the trees and brush to be encountered. As well as equipment and facilities needed prior to and during the prosecution of work, general and local conditions, and all other matters that can in any way affect the work required by this statement of work. All work shall be done in accordance with recognized and approved principles of modern arboricultural methods. Additionally, all work shall be done without damage to trees, shrubs, and/or irrigation equipment system components that are intended to remain in the work area.
2. The work included in this purchase order consists of furnishing all labor, material, equipment and performing of all work in strict accordance with the purchase order and applicable requirements.
3. All woody vegetation occurring on the top of bank will require stump grinding to grade unless otherwise specified.
4. All woody vegetation occurring on the side slope of the canal will be cut flush to the natural angle of the slope of the surrounding grade and treated **immediately** with **Garlon 3A** and marker dye. A Pesticide Use Form shall be completed and submitted with the invoice or as directed by the District Project Manager.
5. Unless otherwise specified, all mulch produced on site shall be spread evenly within the limits of the project.
6. Tree/Vegetation limbs and any other debris shall be disposed of by the Contractor and shall not be deposited into any trash container or be left for disposal by a trash removal service not paid for by the Contractor. The cost for the time spent by the Contractor to haul such debris from the worksite or to pay for a trash removal service to do so, shall be included in the Contract fixed price, and shall not be paid for separately. At the end of each workday, the Contractor shall remove all trash & debris from the work area.
7. The presence of any hazardous materials shall be brought to the attention of the District Project Manager immediately.
8. At the completion of the project, the Contractor shall remove sticks, rubbish, and other extraneous debris and grade the limits of the right-of-way and the easement areas, as directed by the District's Project Manager, in order to have a smooth and clean appearance.
9. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed in accordance with ISA/ANSI standards. The Contractor shall be responsible for the maintenance and protection of trees and shrubs.

ATTACHMENT "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

10. It shall be the responsibility of the Contractor to restore the right of way to original or better condition by providing the final grading so the final level for bank areas conforms to surrounding grades and is at the proper elevation with relation to walks, paving, drainage structures and other site conditions, unless indicated otherwise.
11. Pile Burning shall not be allowed unless specifically authorized in writing from the Project Manager.
12. All herbicide treatments shall be applied by an applicator possessing a current and valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Applicator Restricted Use Pesticide license. A copy of the license shall be given to the Project Manager prior to any applications of herbicide.
13. The Contractor shall provide a written work and payment schedule to the District's Project Manager and obtain approval of the work schedule from the District's Project Manager prior to beginning work. **Partial (percentage of work completed) payments shall only be approved if there is an approved incremental work schedule in effect PRIOR to commencement.**
14. Due to the extensive outreach required on the project, the Contractor shall not begin working on the project site until directed by the District Project Manager.
15. No work shall be done on Saturdays, Sundays or District recognized holidays, or any day between the hours of 6:00 p.m. and 7:00 a.m., unless permission in writing is obtained from the District Project Manager.
16. The Contractor is responsible for verifying and conforming to all local noise ordinances.
17. No equipment shall be operated that damages the pavement or turf areas adjacent to the work area unless permission in writing is obtained from the District Project Manager. The Contractor shall be responsible for and repair/replace to the satisfaction of the District's Project Manager all Contractor-induced damage to adjacent pavement or turf areas.
18. The Contractor must remain apprised of all weather conditions that may affect the District's jurisdiction. If a major storm event is forecast to affect the District or if the District goes into Increased Readiness Condition, the Contractor shall clear the site of all-excess debris and equipment as directed by the District's Project Manager. Upon issuance of a tropical storm Warning or Hurricane Warning by the National Weather Service affecting the District or any portion of the District, the Contractor shall immediately remove any and all equipment and debris generated by this project from the right of way regardless of if the work site is within the affected area. If the Contractor appears to be unable to clear the right of way prior to a storm event, the District reserves the right to seek assistance from additional Contractor(s), to ensure that the right of way is clear prior to the storm. Solely at the discretion of the District, additional costs incurred in securing the right of way may be charged to the Contractor in the form of deductions from subsequent invoices.

ATTACHMENT "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

19. It shall be the Contractor's responsibility to exercise caution in the vicinity of any utility. The District shall not be responsible for any damage done to any utility by the Contractor.
20. The Contractor shall be responsible for and repair/replace all Contractor-induced damage to pavement, buildings, telephone or other cables, water and force main's, lights, light poles, irrigation systems, or other structures which may be encountered.
21. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures or property. The Contractor shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location.
22. The Contractor shall not purposefully disrupt or disconnect any type of utility; without first obtaining the written permission of the District Project Manager. Requests for disconnection must be in writing and received by the District Project Manager at least seven (7) calendar days prior to the time of the requested interruption.
23. The Contractor shall immediately take the necessary steps to repair, replace or restore all services to any utilities or other facilities, which are disrupted due to his or her operations. Further, the Contractor shall engage any additional outside repairs on a continuous "around-the-clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and restoring of disrupted service resulting from negligence on the part of the Contractor shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.
24. Should utilities, structures, etc., be encountered which interfere with the work, the District Project Manager or designee shall be consulted immediately in order for a decision to be made on how the project is to proceed within the area of question.
25. 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 Project Manager shall not be responsible for safety on or off the job site. The District Project Manager's on-site observations or inspections shall be only for the purpose of verifying that the work is being conducted in accordance with the Purchase Order. The District Project Manager's on-site observations or inspections are not for safety on or off the job site.
26. The 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 the Contractor shall require all on site employees to wear uniforms clearly identifying the **company name** and **telephone number**.

ATTACHMENT "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

27. The Contractor shall ensure that at all times during the course of this project there is a minimum crew size with one English speaking supervisor per crew.
28. The Contractor shall have on site and in good working condition at all times, a capable communication system, (two-way radio and/or cellular phone).
29. The contractor shall be in compliance with the U.S. Department of Labor Occupational Safety and Health Administration marine operation and equipment regulations and standards.
30. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all local, state, and federal regulations. Only equipment designed for performance of work described herein shall be acceptable for operation. All equipment shall meet all safety requirements as established for this type of work. 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.
31. 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.
32. The use of public streets and roads shall be such as to provide a minimum inconvenience to the public and to other traffic. All materials spilled from trucks onto the streets and roads shall be cleaned daily, to the satisfaction of the District.
33. All safety precautions shall be taken and all traffic controls shall be furnished in accordance with local, county, Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.
34. No equipment shall be operated that damages the bridges, pavement or turf areas adjacent to the work area unless permission in writing is obtained from the District Project Manager. The Contractor shall be responsible for and repair/replace to the satisfaction of the District's Project Manager all Contractor-induced damage to adjacent bridge, pavement or turf areas.
35. The Contractor understands that all access is to be from District right-of-way or with District approval on property owned by third parties. The District shall arrange with the property owners to provide access for the Contractor if such access is required to successfully complete the project. The Contractor shall abide by all special conditions or limitations on access required by the property owners. The Contractor shall not enter upon any of the lots nor commence work thereon until the District issues a Notice to Proceed. Areas disturbed by work operations shall be filled, re-graded, sodded, seeded, patched, repaired, and/or replaced as directed by the District's Project Manager.

ATTACHMENT "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

36. Responsibility for Protection and Restoration of Property: The Contractor shall be responsible for all damage or injury to person or property.
37. The Contractor's responsibility for protection against mechanical damage shall include, but not be limited to, providing protection from vehicles and providing warning signs and barricades as might be necessary. The Contractor shall repair, restore and replace all property, which becomes damaged as a result of any activity by the Contractor or his or her employees in complying with these requirements. Coordination of repairs shall be made with the District Project Manager.
38. The Contractor shall not start on any changes or additional work in the project until a written amendment setting forth the adjusted Purchase Order amount has been executed by the District and the Contractor. Any work performed on changes or additional work prior to execution of a written agreement may not be compensated for, at the discretion of the District.
39. No separate additional compensation shall be granted because of any unusual difficulties, which may be encountered in the execution of any portion of the work.
40. Completed work shall conform to the Statement of Work. The work site premises shall be clean and free of trimmings, stumps, roots, logs, or any other debris resulting from the work, and trash, litter or rubbish exposed during the Contractor's tree removal services.
41. If at any time throughout the course of the project the District Project Manager observes regrowth from untreated stumps, the Contractor shall be responsible for re-cutting and treating the stump in accordance with the Statement of Work.
42. CONTRACTOR will notify OWNER 48 hours prior to commencement of construction.
43. OWNER will provide CONTRACTOR access to sites.
44. CONTRACTOR shall police all work sites to ensure they are kept free of trash and debris.
45. All CONTRACTOR equipment will be marked for easy identification and crew personnel will wear clothing identifying the CONTRACTOR.
46. No fuel or equipment may be stored on-site unless approved in advance by the OWNER.
47. Prior to engaging in any discussions with news media, pertaining to the Contract, CONTRACTOR shall notify the OWNER.
48. CONTRACTOR will have a supervisor equipped with a radio, phone or paging device so the OWNER will have 24 hour contact if problems arise in field operations.
49. CONTRACTOR will make themselves available for emergency work 24 hours a day 7 days a week.

ATTACHMENT "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

50. CONTRACTOR will have a local telephone number for this purpose on or before Award of the Contract.
51. 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 OWNER.
52. CONTRACTOR shall adhere to all OSHA standards.
53. CONTRACTOR shall coordinate with testing labs as required.
54. OWNER will pay for all passing material tests, Contractor shall be responsible for paying for all failing material tests.
55. The reference points, which will be provided by the Owner will be the staking (or otherwise marking) of the baseline for all construction staking provided by the CONTRACTOR as applicable.
56. The CONTRACTOR shall, immediately upon entering project site for purpose of beginning work, locate all reference points and take such action as is necessary to prevent their destruction; lay out their own work and be responsible for all lines, elevations and measurements of the grading, excavation and/or the rework executed by them under the contract. They must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from their failure to exercise such precaution.
57. The CONTRACTOR shall immediately inform the Owner in writing of discrepancies or ambiguities; and request a clarification before proceeding with the work in the area of question.
58. Each bidder shall before submitting their proposal, visit and examine the premises to satisfy themselves as to the scope of work, existing conditions and any difficulties attending to the performance of this work.
59. No consideration will be given any claim based on lack of knowledge of existing conditions except where the contract documents make a definite provision for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.
60. The CONTRACTOR, before beginning any excavation or demolition under this Agreement, shall provide to the Owner the "Notice of Compliance" in accordance with Chapter 556, Florida Statutes.
61. Only the General CONTRACTOR shall be recognized as part of this contract. The CONTRACTOR shall be responsible to coordinate the work of all trades and be responsible for supervising the proper fabrication, delivery, storage, handling and installation of all work.

ATTACHMENT "C"
STATEMENT OF WORK
HAZARDOUS AND EXOTIC TREE/VEGETATION REMOVAL

62. Unless specified by the Owner the Contractor shall be responsible for providing all necessary materials, manpower and equipment necessary to complete the project. Where the Owner and Contractor have agreed to perform portions of the work currently, the limits of that work shall be defined prior to commencement. Work not expressly identified as the responsibility of the Owner shall be the responsibility of the Contractor. The Owner and Contractor shall identify any limitations, restrictions or conditions as to avoid any interference with the others work prior to commencement.
63. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made thereof.
64. All excess excavated material is to be included for disposal by the CONTRACTOR. All debris not allowed for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site.
65. Refueling or storage of vehicles or equipment that utilize petroleum based products shall be prohibited anywhere within 50 feet of a water's edge.
66. The CONTRACTOR is to submit and obtain a NPDES permit and comply with its requirements as applicable.
67. CONTRACTOR's project manager shall attend onsite coordination/progress meeting(s) during the progress of the Work. Coordination and progress meetings are to be specified by the Owner.
68. A work schedule shall be provided by the CONTRACTOR at the beginning of the project and updated on a monthly basis and at the time of pay application for request of payment as applicable.

Attachment D 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			
INSUREDS Name/Address/Telephone Number		COMPANY LETTER B			COMPANY LETTER E	
		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	\$1,000,000
	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	\$100,000
					DISEASE EACH	\$100,000
					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 upon cancellation.		

Signature of Agent

Date: _____

Attachment E

LAKE WORTH DRAINAGE DISTRICT

**STATEMENT OF BUSINESS ORGANIZATION
16-9887L.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 F

SWORN STATEMENT UNDER §287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
whose business address is _____.

(if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship
(Please print name of individual signing this form)
to the entity named above is _____.
4. I understand that a "public entity crime" as identified in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.131(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime, or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

IMPORTANT: CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM

8. Based on information and belief the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (**Please indicate which additional statement applies.**)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (**Please attach a copy of the Final Order.**)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (**Please attach a copy of the Final Order.**)

_____ The person or affiliate has not been placed on the convicted vendor list. (**Please describe any action taken by or pending with the Department of General Services.**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date

Signature

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

Personally Known _____

Notary Public – State of _____

Produced identification _____

My Commission Expires: _____

(Type of Identification)