

Agenda Item # __C - 6__

Village of Royal Palm Beach

Agenda Item Summary

Agenda Item:

Approval and authorization for the Village Manager to enter into an agreement with Texas Aquatic Harvesting, Inc. for harvesting services to remove floating vegetative debris from the Village canal maintained system by piggybacking the South Florida Water Management District (SFWMD) Contract No. 4600004694 for Mechanical Harvesting.

Issue:

We have a significant issue each year within the Village maintained canal with floating vegetative debris. During the budget process for FY2018/2019 budget year the Village Council authorized an increase in the Stormwater Utility (SWU) fees to address this issue. The additional funds in the SWU were for hiring a harvesting contractor to remove the floating debris through the summer months when we experience the heavy concentration of floating debris.

To address the issue of floating debris in the canals, the Public Works Department is requesting approval and authorization for the Village Manager to enter into an agreement with Texas Aquatic Harvesting, Inc. for harvesting services to remove floating vegetative debris from the Village canal maintained system by piggybacking the South Florida Water Management District (SFWMD) Contract No. 4600004694 for Mechanical Harvesting. The initial term for this agreement will expire on September 30, 2025 and may be renewed for two (2) additional one year periods. The cost for providing the mechanical harvesting services for one (1) week is \$12,500.00 based on a 50 hour work week. Due to the unique nature of the Village canal system and the limited access in many areas of the system, the agreement also includes compensation for moving equipment to another area of the system at \$500.00 per move not to exceed \$10,000.00 in a fiscal year. The agreement also allows for reimbursement to the Contractor for actual crane costs, not to exceed \$10,000.00 per fiscal year, should a crane be required to launch the harvester into an area of the canal.

Funding Source: SWU Operating Fund 407-3800-538.46-50

***Funds are available.**

Recommended Action:

Upon Council review staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
Paul Webster,	Approved:	Date:	Action:
Director of		05/18/23	
Public Works			

VILLAGE OF ROYAL PALM BEACH
CONTRACT FOR AQUATIC HARVESTER SERVICES – FLOATING DEBRIS
REMOVAL

THIS CONTRACT FOR AQUATIC HARVESTER SERVICES – FLOATING DEBRIS REMOVAL is entered into and effective this ____ day of May 2023, by and between the VILLAGE OF ROYAL PALM BEACH, a Florida municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter “the Village”; and TEXAS AQUATIC HARVESTING, INC., a Florida corporation whose principal address is 2 Seaboard Avenue, Lake Wales, Florida 33853, hereinafter “the Contractor” and collectively with the Village, “the Parties”.

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Contract whereby the Contractor shall provide aquatic harvester services for floating debris removal within the Village-maintained canal system over a 5-month period, May through September, for the Agreement term. The Parties agree to enter into this Agreement and piggyback for aquatic harvester services at the rates described in the Contractors February 6, 2023 Agreement with the South Florida Water Management District (“SFWMD”) awarded through Request for Proposals for Mechanical Harvesting Services, Contract No. 4600004694 (“SFWMD Agreement”), with an initial term of three (3) years which ends September 30, 2025. Said contract is hereby fully incorporated into this Agreement and is attached hereto as Exhibit “A”. Authorization to piggyback on the contract is incorporated into the General Terms and Conditions of the SFWMD Agreement in Section 1.8. The Village and the Contractor agree that the following equipment will be used for the aquatic harvester services:

- a. 10 ft. cutting swath Harvester
- b. Shore Conveyor for 10 ft wide harvester
- c. Dump Truck – 12-14 cubic yard
- d. Pickup Truck – ¾ ton

The Village and the Contractor agree that the debris removed will be hauled to the Village Public Works laydown yard. In addition, the Contractor agrees to respond within 72 business hours when requested by the Village. The Village agrees to compensate the Contractor for its diligent response as outlined below.

2. COMPENSATION: In consideration for the above Scope of Services, pricing for aquatic harvester services for floating debris removal shall be pursuant to the hourly and weekly rates provided in the Rate Schedule in Exhibit “C” of the SFWMD Agreement (Contract No. 4600004694).

The Village and the Contractor recognize that time is of the essence when responding to floating debris within the Village’s canal system. When requested by the Village and the Contractor responds within the 72 business hour timeframe noted above, the Village will guarantee the Contractor one (1) weeks work based on five 10 hour days (50 hours) not to exceed \$12,500.00 for the weeks work. If the Contractor does not meet the required response time, the Contractor shall be paid pursuant to the hourly and weekly rates provided in the Rate Schedule in Exhibit “C” of the SFWMD Agreement (Contract No. 4600004694).

Due to the unique nature of the Village canal system and the limited access in many areas of the system, the Contractor will be required to move its operations periodically to gain access to areas that need to be cleaned. Several areas can only be accessed using a crane to launch the harvester. For these reasons, the Village will compensate the Contractor as follows:

- a. The Village will compensate the Contractor \$500.00 each time the harvester must be moved to another area of the canal system. This work shall be coordinated with Village staff and shall not exceed \$10,000.00 in a fiscal year.
- b. Should a crane be required to launch the harvester into an area of the canal that needs to be cleaned, the Contractor will hire a crane company and the Village will reimburse the Contractor for the actual crane costs, not to exceed \$10,000.00 in a fiscal year.

3. INSURANCE AND INDEMNIFICATION: The Contractor shall provide proof of Workman’s Compensation insurance and Liability Insurance in such amounts as are specified in Exhibit “H” of the SFWMD Agreement (Contract No. 4600004694) and shall name the Village as an “additional insured” on the liability portion of the insurance policy. The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Contract.

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

5. **TERM; TERMINATION; NOTICE:** Pursuant to the SFWMD Agreement, the original contract term will expire on September 30, 2025. This Agreement will expire on September 30, 2025 and may be renewed for two (2) additional one year periods as provided in the SFWMD Agreement (Contract No. 4600004694) if the SFWMD Agreement has been renewed. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Attn: Raymond C. Liggins, PE, Village Manager	Texas Aquatic Harvesting, Inc. 2 Seaboard Avenue Lake Wales, FL 33853 Attn: James P. Vaughan, President

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

7. **ATTORNEY’S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney’s fees, including fees on appeal.

8. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

9. **AMENDMENTS & ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of goods called for in this Agreement without prior written consent of the Village.

10. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the Inspector General in the exercise of the Inspector General's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

11. **PUBLIC RECORDS:** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the

Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

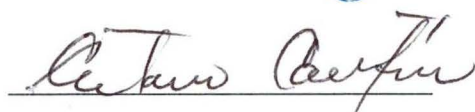
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

TEXAS AQUATIC HARVESTING, INC.




By: **James P. Vaughan, President**
On: May 3, 2023



(Corporate Seal)

VILLAGE OF ROYAL PALM BEACH

ATTEST:

By: **Raymond C. Liggins, PE, Village Manager**
On: May __, 2023

Diane DiSanto, MMC
Village Clerk

(Seal)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Texas Aquatic Harvesting, Inc. Address: PO Box 4034 Lake Wales, FL 33859 Project Manager: James P Vaughan Telephone No: (863) 696-7200 Email: texasaquatic@aol.com Hereinafter referred to as: Contractor		This number must appear on all Invoices and Correspondence Contract 4600004694 SUBMIT INVOICES TO THE DISTRICT AT: <u>apinvoice@sfwmd.gov</u> SBE PARTICIPATION: Contractor commits to meet Small Business Enterprise goals to be assigned to Work Orders during the course of the contract; goals shall not exceed 25%.	
PROJECT TITLE: MECHANICAL HARVESTING SERVICES			
The following Exhibits are attached hereto and made a part of this Contract: Exhibit "A" - General Terms and Conditions Exhibit "B" - Statement of Work Exhibit "C" - Rate Schedule Exhibit "D" - Unassigned Exhibit "E" - SBE Participation Schedules Exhibit "F" - SBE Utilization Reports Exhibit "G" - Unassigned Exhibit "H" - Insurance Requirements Exhibit "I" - Sample Work Order Exhibit "J" - Travel Expense Voucher Exhibit "K" - Unassigned Exhibit "L" - Unassigned			
TOTAL CONTRACT AMOUNT \$2,500,000		CONTRACT TYPE: Work Order	
Multi-Year Funding (If Applicable) Fiscal Year: Oct. 1, 2022 – Sept. 30, 2023 \$375,000.00 Fiscal Year: Oct. 1, 2023 – Sept. 30, 2024 \$500,000.00 Fiscal Year: Oct. 1, 2024 – Sept. 30, 2025 \$500,000.00 *Subject to District Governing Board Annual Budget Approval		Fiscal Year: Oct. 1, 2025 – Sept. 30, 2026 \$500,000.00 Fiscal Year: Oct. 1, 2026 – Sept. 30, 2027 \$500,000.00 Fiscal Year: Oct. 1, 2027 – Sept. 30, 2028 \$125,000.00	
CONTRACT TERM: Three Years RENEWAL OPTIONS: Two one-year renewals		EFFECTIVE DATE: Last Date of Execution by the Parties	
District Project Manager: Jacob Thayer Telephone No: (561) 682-2886 Email: jthayer@sfwmd.gov		District Contract Specialist: Rachel Clark Telephone No: (561) 682-2793 Email: relark@sfwmd.gov	
SUBMIT NOTICES TO THE DISTRICT AT: South Florida Water Management District Procurement Bureau 3301 Gun Club Road West Palm Beach, Florida 33406		SUBMIT NOTICES TO THE CONTRACTOR AT: Texas Aquatic Harvesting, Inc. Attn: James P Vaughan P.O. Box 4034 Lake Wales, FL 33859	
IN WITNESS WHEREOF, the authorized representative hereby executes this Contract on this date, and accepts all Terms and Conditions under which it is issued. TEXAS AQUATIC HARVESTING, INC.			
Accepted By: <u>[Signature]</u> Title: <u>President</u> Date: <u>1/11/23</u>		Accepted By: <u>[Signature]</u> Drew Bartlett, Executive Director Date: <u>2/6/23</u> Accepted By: <u>[Signature]</u> Candida Heater, Director Administrative Services Division Date: <u>02/02/2023</u>	
		SFWMD OFFICE OF COUNSEL APPROVED By: <u>[Signature]</u> Date: <u>01/25/2023</u> SFWMD PROCUREMENT APPROVED By: <u>[Signature]</u> Date: <u>January 4, 2023</u>	



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Article 1 - The Work

1.1 Services Provided. The Contractor shall, to the satisfaction of the District, fully and timely perform all work items described in Exhibit B "Statement of Work" (the "Work"). It is the Contractor's responsibility to advise its employees or hired workers of the nature of the Work and Contractor shall determine the method, details and means of performing the Work. Contractor shall coordinate directly with the District Project Manager on all engagements with the media, stakeholders, elected officials, and the public regarding the Work Contractor is doing for the District. At no time should Contractor or subcontractors invite guests to District premises without written authorization by the District.

1.2 Work Orders. Exhibit I is a sample Work Order cover page. As actual services are identified by the District, the Contractor shall, upon request, prepare and submit to the District a detailed technical and cost proposal. Contractor shall include in its cost proposal a detailed breakdown adequate to substantiate all Contractor costs, including labor and expenses and shall incorporate any established rates specified in Exhibit C. The price negotiated by the parties for each Work Order will be the maximum consideration paid by the District for each authorized Work Order. Contractor must not commence any work prior to receipt of an authorized Work Order. The District does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this Contract. Contractor bears all risk of loss for its own cost overruns.

A. The District will only award a Work Order if :

- (1) The Statement of Work and the price is advantageous to the District in its sole discretion;
- (2) Qualified personnel are available within the required time frames;
- (3) Contractor has not had unsatisfactory performance on any previous Work Order(s) issued by the District; and
- (4) Contractor complies with the Small Business Enterprise provisions in Article 10 of this Contract.

B. The District has the right to make unilateral changes to any Work Order without the consent of the Contractor. The District may cancel any Work Order without liability to Contractor other than payment for Work accepted by the District up through the effective date of cancellation. The District may cancel a Work Order by providing 30 days advance written notice to the Contractor. The District may issue a Work Order revision at any time without providing 30 days written notice.

1.3 Substantiate Work. As part of the services to be provided by the Contractor under this Contract, the Contractor shall substantiate, in whatever forum reasonably requested by the District, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The Contractor shall also substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the Contract. This paragraph shall survive the expiration or termination of this Contract.

1.4 Time is of the Essence. Time is of the essence in the performance of each and every obligation under this Contract.

1.5 Presentations by Contractor. Contractor shall submit any manuscripts, technical publications, presentation slides or other documents resulting from or related to the Work performed under this Contract



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

to the District for review and approval prior to publication by the Contractor in any forum or format. This paragraph shall survive the expiration or termination of this Contract.

1.6 Use of Data. Any use of data gathered under this Contract that has not been through the quality assurance/quality control validation described in Exhibit B will be at the Contractor's own risk and shall not make reference to the District. This paragraph shall survive the expiration or termination of this Contract.

1.7 A. Cultural Resources. If applicable, the District will identify known historic, archeological and cultural resources within the Contractor's work area(s) and the District will designate it as a "sensitive environmental area" in the Work Order. If so designated, the Contractor shall install protection for these resources and is responsible for their preservation during the Work Order's duration. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

B. Inadvertent Discoveries. If, during the performance of Work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the District so that the appropriate staff may be notified and a determination for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources. Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall work well away from and otherwise avoid the area of interest.

1.8 Use by Other Florida Governmental Entities. Contractor may provide services to other governmental entities pursuant to the terms and conditions of this Contract. These governmental entities include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that uses Contractor services pursuant to this paragraph.

Article 2 - Work Involving District Facilities or Equipment

2.1 Policy Code Acknowledgement. In the event Contractor's employees or hired workers are authorized to perform services on-site at District facilities or using District equipment, the Contractor must comply with all applicable District policies and standards of conduct listed in Attachment 1 to Exhibit A titled "Contractor Policy Code Acknowledgment." Contractor shall require each individual performing work to execute the Attachment 1 form.

2.2 Background Checks. The Contractor shall conduct thorough background checks for all of the Contractor's employees or hired workers who will be working on any District site. Prior to contract execution, Contractor shall submit Attachment 2 to Exhibit A titled, "Contractor's Affidavit, Work Involving District Facilities or Equipment" to certify compliance with Article 2. The background checks shall consist of education verification, a national criminal check for state and federal felonies and



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misdeemeanors, and a check on immigration status in accordance with Section 11.5. After reviewing the results of the background check, the Contractor shall determine whether the Contractor's employee and/or hired worker meets the necessary criteria for the position. Prior to allowing any employees or hired workers to work on-site at District facilities, the Contractor must provide written verification to the District that a complete background check, as described above, was conducted for any such employee or hired worker. The Contractor shall recertify compliance of the Contractor Affidavit every three months or until expiration of the contract. The Contractor shall advise the District of any potential violation of the compliance of the Affidavit. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement.

2.3 District Critical Structures. If the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor shall ensure that those individuals must complete a fingerprint-based criminal history check, pursuant to Section 373.6055, Florida Statutes in order to qualify for such unrestricted access. Fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the District. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a District critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055. If a Contractor or subcontractor's employees or agents will only have access to District critical structures when accompanied by appropriate District staff, a fingerprint-based criminal history check is not required.

2.4 Access Keys. In the event the District provides the Contractor with keys to access any District structures or Rights-of-Way through its key permitting system, the District will require a deposit for the keys. If the Contractor loses any keys provided by the District, the District may assess the Contractor for its costs to replace the keys and the locks and may deduct it from the amount the District owes to the Contractor for the Work or may subtract these costs from the deposit, if one is collected. Repeated loss of keys may also be used as a basis for deeming the Contractor as non-responsible in any bid or proposal.

2.5 ID Badges. In the event that the District provides the Contractor with an identification badge to access any District office, structure or Right-of-Ways through its badge access system, Contractor will use its best efforts to safeguard the identification badge throughout the period of performance of this contract/purchase order. Contractor shall be required to return the identification badge to the District's Security Office immediately upon completion of work or termination of its contract/purchase order with the District. Should the Contractor lose the identification badge provided by the District, Contractor shall immediately report the loss to the District. District will determine, at that time, if a replacement identification badge may be reissued. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement. Repeated loss of identification badge or failure to return identification badge upon completion of work or termination of its contract/purchase order with the District, shall result in Contractor breach of its contract/purchase order and/or may be used as a basis for deeming the Contractor as non-responsible in conjunction with bid or proposal submissions. This paragraph shall survive the expiration or termination of this contract.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

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Article 3 - Compensation

3.1 The total consideration for all work required by the District pursuant to this Contract shall not exceed the amount as indicated on the cover/signature page of this Contract. Such amount includes all expenses which the Contractor may incur and therefore no additional consideration shall be authorized. Travel expenses are not anticipated. However, in the event any travel is required by members of the Contractor's staff to fulfill its performance of the terms and conditions of this Contract, such travel shall require prior written authorization by the District. The District shall only reimburse the Contractor for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the District's Travel Policy Chapter 201, Article VI. A completed "Travel Expense Voucher", attached hereto as Exhibit J, or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

3.2 Annual Funding. Funding for each year of this Contract is subject to District Governing Board budget appropriation. If the Governing Board does not approve funding for any subsequent fiscal year, this Contract will terminate immediately after the District pays the last payment authorized under the current fiscal year funding.

3.3 Multiple Contracts. Multiple contracts have been awarded to other firms for the services to be provided under this Contract. The "Total Contract Amount" stated on the cover page of this Contract represents funding that may be used among the multiple contracts awarded by the District and in no way represents the amount to be paid under this Contract through any Work Order(s) that may be issued throughout the Contract term.

Article 4 - Invoicing and Payment

4.1 The Contractor shall submit the invoices pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached to each Work Order. In the event the schedule does not specify fixed payment on a completion of deliverable basis, all labor shall be invoiced using the hourly rates specified by labor category in the Exhibit C, Rate Schedule. All invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices in accordance with Attachment 1 to Exhibit C. Absence of proper documentation may result in non-payment or audit and return of prior payments. Any travel authorized by the District shall be reimbursed in accordance with the applicable sections of Chapter 112, Florida Statutes and in accordance with Article 3.1 above.

4.2 Invoice Requirements. Contractor shall send its invoices and any attachments to APIInvoice@sfwmd.gov and a copy to the District Project Manager. All invoices must reference the Contractor's legal name as authorized to do business with the State of Florida; District's Contract Number, Purchase Order (PO) Number and Work Order Number as specified on the cover/signature page of the Work Order; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. Contractor shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Contractor's name and the PO number; 3) provide all required attachments with the invoice file including the Small Business Utilization Reports as described in Article 10.4, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the Contractor must provide the above to the following address:



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*South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682*

Contractor must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Contract in order to receive prompt payment by the District as described in the applicable sections of Chapter 218, Florida Statutes. Contractor's failure to follow the instructions set forth in the Contract regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

4.3 Contract Commencement. Unless otherwise stated herein, the District shall not pay for any obligation or expenditure made by the Contractor prior to the commencement date of this Contract or prior to receipt of authorized Work Order(s), unless the District authorizes such payment in writing.

4.4 Early Payment Discounts. Any early payment discount offered by the Contractor must be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The District reserves the option to accept such early payment discounts.

Article 5 - Notice and Project Management

5.1 Notice. The parties shall direct all technical matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the Contract for attempted resolution or action. The Project Managers are responsible for overall coordination and oversight relating to the performance of this Contract. The Contractor shall direct all administrative matters, including invoices and notices, to the attention of the District's Contract Specialist listed on the cover/signature page of the Contract. All notices under this Contract shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail to the respective addresses specified on the cover/signature page of the Contract. The Contractor shall also provide a copy of all notices to the District's Project Manager. All notices required by this Contract shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the District under this Contract shall reference the Contract Number stated on the cover/signature page of the Contract.

5.2 Replacing Personnel. At its sole discretion, the District may order the immediate replacement of any individual(s) working for the Contractor on this Contract. The District may take this action without providing a reason for requesting the replacement of any individual(s). The Contractor may propose a replacement for the individual(s), subject to District approval. The Contractor will place the above language in any contract that it has with subcontractors. The Contractor will enforce the replacement of subcontractor personnel upon request by the District.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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Article 6 - Indemnification and Insurance

6.1 Indemnification. The Contractor will fully defend, indemnify, save, and hold the District, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees, arising out of or in any way related to this Contract. The Contractor is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract. This paragraph survives the termination or expiration of this Contract.

6.2 Insurance. The Contractor shall procure and maintain, through the term of this Contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the District's Insurance Requirements, attached as Exhibit H and made a part of this Contract. The coverage required shall extend to all employees and subcontractors of the Contractor. Prior to the execution of this Contract, the Contractor shall provide a Certificate of Insurance for such coverage to the District for approval, 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 the insurance carrier's authorized representative and shall identify the District as added insured as required.

6.3 Misrepresentations about Insurance. Contractor must obtain an insurer that is qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Contractor that the certificate of insurance does not meet the Contract requirements shall not constitute a waiver of the Contractor's responsibility to meet the stated requirement. In addition, receipt and acceptance of the Certificate of Insurance by the District shall not relieve the Contractor from responsibility for adhering to the insurance limits and conditions of insurance required within this Contract. In the event Contractor misrepresents any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies or capabilities, the District may terminate this Contract.

Article 7 - Termination and Remedies

7.1 Termination by the District for Cause. If the Contractor materially fails to fulfill its obligations under this Contract, the District will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Contractor has thirty (30) days to cure the breach. If the Contractor fails to cure the breach within the thirty (30) day period, the District will issue a Termination for Default Notice. After the District sends a Termination for Default Notice, the District's Governing Board will determine whether the Contractor should be suspended from doing future work with the District as provided in Rules 40E-7.214 – 40E-7.219, Florida Administrative Code. If the District terminates for default, the District is entitled to recover its procurement costs in addition to all other legal remedies.

7.2 Work Order Termination by the District for Cause. Should the services provided by the Contractor fail to meet the expectations of the District's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the District, to correct all deficiencies in the Contractor's services under the Work Order. All corrections shall be made to the satisfaction of the District Project Manager. Inability to correct all deficiencies within the specified ten (10) days shall be good and sufficient cause to immediately terminate the Work Order without the District being liable for any and all future obligations under the Work Order as determined by the District at its sole discretion. The District, in its judgment, may elect to compensate the Contractor for any accepted work product through



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the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized that the District can use to complete the Work.

7.3 Termination by the District for Convenience. The District may terminate this Contract in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the Contractor. The Notice of Termination will specify what work is terminated and the date upon which the termination becomes effective. In the event of termination for convenience, the District shall compensate the Contractor for all authorized and accepted deliverables completed through the date of termination. The District will be relieved of all future obligations under this Contract, including but not limited to actual damages and consequential damages, lost profits and any alleged delay damages. The District may withhold all payments to the Contractor until the District verifies the work completed and determines the exact amount due to the Contractor.

7.4 Mediation. In the event a dispute arises which the project managers cannot resolve between themselves, the parties may submit to nonbinding mediation. The mediator 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.

7.5 Stop Work. The District may order that all or part of the work stop if the District determines that it is in its best interest. This provision does 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 Contractor to the District. If this provision is invoked, the District shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the District. If the District elects to resume the work, it will initiate an amendment to this Contract or Work Order to reflect any changes to the Statement of Work and the project schedule.

Article 8 - Records and Ownership

8.1 Records Maintenance. The Contractor shall maintain records and the District shall have inspection and audit rights as follows:

A. Maintenance of Records. The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

B. Examination of Records. The District or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the District should become involved in a legal dispute with a third party arising from performance under this Contract, the



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Contractor shall extend the period of maintenance for all records relating to the Contract until the final disposition of the legal dispute, and all such records shall be made readily available to the District.

D. Audit Findings. In the event the District exercises its right hereunder to audit the Contractor's financial and accounting records within a period of one (1) year following the completion or termination date of this Contract, and such audit results in the proper disallowance of costs based on the auditor's finding(s), the Contractor shall be obligated to refund the District for such disallowances upon demand. At its option, the District shall also have the right to reduce payments due to the Contractor under this Contract by the amount of any disallowance resulting from audits conducted under this Contract.

E. Applicability to Authorized Agents. In the event that any of the Work is delegated by the Contractor, the Contractor hereby agrees to include in any such contract a provision requiring such vendor, contractor, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 8.

8.2 Public Records. Contractor's Duties Regarding Public Records:

A. Compliance with Florida Laws. Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract.

B. Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Contractor must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Contractor shall provide all applicable records associated with this Contract on electronic media (CD-ROM or USB flash drive).

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING



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TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

8.3 Ownership of Work. The District shall retain exclusive title, copyright, patent, 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 Contractor, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Work. In consideration for the District entering into this Contract, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the Contractor, the Contractor hereby assigns, transfers, sells, and otherwise grants to the District any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the Contractor agrees to execute and deliver to the District any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the District. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this Contract.

Article 9 - Equipment, Computer Hardware, and Software

9.1 Purchased Equipment. The Contractor shall provide the District's Project Manager with a detailed list of any equipment purchased with District funding. Equipment purchased by the Contractor with District funding under this Contract shall be returned and title transferred from the Contractor to the District immediately upon termination or expiration of this Contract unless written authorization to retain the equipment is provided by the District. The Contractor will maintain any such equipment in good working condition while in its possession and will return the equipment to the District in good condition, less normal wear and tear. The Contractor will use its best efforts to safeguard the equipment throughout the period of performance of this Contract. However the District will not hold the Contractor liable for loss or damage due to causes beyond the Contractor's reasonable control. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence.

9.2 Shared Equipment. In the event the Work involves Contractor's use of District equipment, or the District's use of Contractor's equipment, Attachment 2 to Exhibit B, Statement of Work is a list of all devices, tools, machinery, computer hardware, and software owned or held as either a lessee or licensee by each party and which may be used by the other party during the term of this Contract (the "Equipment") and the current market value of each item. Contractor is authorized to use the Equipment only for those purposes identified in Exhibit B. When the Contract expires or is terminated, the Contractor shall promptly return all Equipment to the District at the Contractor's expense.

9.3 Contractor's Use of District Equipment. Contractor represents that it has read, understands, and will comply with the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit A Statement of Work) that deals with the use of District IT resources which applies to the use of the Equipment. Contractor shall maintain the Equipment in good working condition while in its possession and will return the Equipment to the District upon request by the District or upon termination or expiration of this Contract in good working condition, less normal wear and tear. All Equipment is provided to the



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Contractor “as is”, “where is” and “with all faults.” Contractor assumes all responsibility for safeguarding the Equipment including loss or damage and its proper use throughout the term of this Contract. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence. Contractor shall provide the District with 100% of the current market value as stipulated in Attachment 2 to Exhibit B in the event any of the Equipment is lost, stolen, or irreparably damaged.

9.4 Software. The District owns or has acquired the right to use certain software under license from third parties (“District Software”). For purposes of this Contract, the District may permit the Contractor access to District Software on District computer systems. Contractor acknowledges the proprietary nature of District owned and licensed software and agrees not to reproduce District Software or provide it to any third party. Contractor’s use of or access to District Software is restricted to designated District owned systems or equipment. Contractor shall not remove any copy of District Software. If the District will be using Contractor’s software listed in Attachment 2 to Exhibit B (“Contractor’s Software”), Contractor represents and warrants that it has the legal right to allow the District to use Contractor’s Software and allows the District to use it during the term of this Contract without an additional fee.

Article 10 - Small Business Enterprise (SBE) Utilization

10.1 SBE Subcontractor Utilization. The District has implemented a Small Business Enterprise Program as part of the District’s competitive solicitation and contracting activity in accordance with District Rules 40E-740E-7.668-.678, Florida Administrative Code (“SBE Rule”). Contractor shall maintain the level of SBE participation indicated on the cover/signature page of this Contract. At any time during the term of this Contract, the District may request information on the SBE status of the Contractor and any of its subcontractors. The Contractor shall notify the District immediately of any change in the status of the Contractor or any subcontractor that could affect the Contractor’s SBE status or the Contractor’s ability to comply with the SBE requirements of this Contract including gross revenue and licensing.

10.2 SBE Subcontractor Utilization Plan. At the time the District requests Contractor to undertake a Work Order with an SBE goal, the Contractor shall identify all SBE firms which will be utilized as subcontractors on that Work Order. The Contractor as the prime and each SBE subcontractor shall be listed in the Subcontractor Utilization Plan and submitted to the District with the Work Order cost proposal. The list of the SBE’s in the SBE Subcontractor Utilization Plan shall constitute the Contractor’s representation to the District that the SBE firms are technically and financially qualified and available to perform the assigned work. The SBE Subcontractor Utilization Plan shall consist of the following District forms and information as submitted by the Contractor as part of the Work Order process:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956).*
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for **each** firm that is substituted or added.

Items (1) through (2) above are hereinafter collectively referred to as the “SBE Subcontractor Utilization Plan”. Items (1) and (2) are attached hereto as Exhibits E1 and E2, respectively, and made a part of this Contract. A Work Order will not be executed with a Prime Contractor whose cost proposal does not meet the established goal for that work order.

10.3 Subcontractor Substitution and Addition. The Contractor must notify the District’s Small Business Enterprise staff prior to substituting or adding an SBE subcontractor for any reason, or otherwise



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modifying the SBE Plan as defined above. If the Contractor wishes to amend its "SBE Subcontractor Utilization Plan," it must submit to the District an amended version of the following:

1. Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)

attached as Exhibit E3.

2. Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957) for each firm that is substituted or added.

10.4 SBE Reporting. The Contractor shall submit with each invoice a completed SBE Subcontractor Utilization Report form, attached as Exhibit F1. Separate Utilization Reports must be submitted for each Work Order. In addition, the Contractor shall also provide, upon request cancelled checks or check register photocopies, or any other valid form of documentation that provides proof of payment made to each SBE subcontractor. The Contractor shall submit a completed Final SBE Subcontractor Utilization Report form, attached as Exhibit F2, at the time a final invoice is submitted for each completed Work Order. All reports must be submitted to the SBE Compliance Specialist in the Procurement office in the District's West Palm office listed on the cover page of the Contract.

10.5 Compliance. Contractor must comply with the SBE Subcontractor Utilization Plan for each Work Order and the District will monitor compliance with it and the SBE rules. The Contractor shall maintain the level of SBE utilization as established in the Contractor's Work Order SBE Subcontractor Utilization Plan. Compliance shall include all Work under this Contract including amendments, change orders, and Work Orders. Failure to comply with the SBE requirements of this Contract will be considered a material breach of Contract and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code.

10.6 Not-To-Compete Agreements. The Contractor is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

Article 11 - Contractor's Representations

11.1 No Discrimination. The Contractor and its agents will not discriminate against any person on legally protected bases in any activity under this Contract.

11.2 Convicted Felons & Discriminatory Vendor List. The Contractor attests that neither it, nor any of its suppliers, subcontractors, or Contractors who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. If the Contractor or any affiliate of the Contractor 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 Contractor further understands and accepts that this Contract shall be either void by the District 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, Florida Statutes, and Section 287.134. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.3 Scrutinized Companies. Contracto shall comply with sections 287.135, Florida Statutes. The Contractor further understands and accepts that this Contract shall be either void by the District or subject



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to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Contractor. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.4 No Contingency Fees. The Contractor warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract. Further the Contractor warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Contract. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

11.5 E-Verify. Contractor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Article 12 - Prohibitions

12.1 District Tax Exempt Certificate. The Contractor shall not use the District's exemption certificate number issued pursuant to the applicable sections of Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the District. The Contractor is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract. In the event the Contractor is a sole proprietor, the Contractor is responsible for submitting quarterly returns to the Federal Government.

12.2 Pledge of District Credit. The Contractor shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the District's credit includes 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.

12.3 Employment Solicitation. Contractor shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the Contractor, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract. The District is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the District does not condone offers of employment made by Contractor to District employees in exchange for the award of District work. Further, the District is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of District work.

12.4 Publications Regarding the Work. Contractor may use the District's name in marketing materials for the purpose of publicizing contract awards; however, Contractor is prohibited from obtaining affirmations from District staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Contractor as well as the products and/or services offered by the Contractor. The District, as a government entity, must fairly and equitably compete for goods and services,



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and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Contractor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the District.

12.5 No Lobbying. Under the applicable sections of Chapter 216, Florida Statutes, the Contractor is prohibited from using any funds under this Contract to lobby the Legislature, the judicial branch or a state agency.

12.6 Promoting Project Objectives. Contractor, its employees, subcontractors, and agents shall refrain from acting adverse to the District's interest in promoting the goals and objectives of this project. Contractor shall take all reasonable measures necessary to effectuate these assurances. In the event Contractor determines it is unable to meet or promote the goals and objectives of the project, it shall immediately notify the District and the District, may then in its discretion, terminate this Contract.

Article 13 - General Provisions

13.1 Independent Contractor. The Contractor is an independent contractor and neither party is considered an employee or agent of the other party. Nothing in this Contract will be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Contract. Both parties are free to enter into contracts with other parties for similar services. In the event the Contractor is providing staff who will be working on-site at District facilities, the District will not pay the Contractor staff any direct remuneration, expense reimbursement or compensation of any kind. Contractor, its officers, agents, and employees, are not entitled to any employment benefits from the District. Contractor waives and agrees not to make any claim to participate in any of the District's employee benefits or benefit plans should Contractor or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the District. Contractor shall exclusively provide all benefits available to Contractor or Contractor's staff. The Contractor shall provide all billing, collection, payroll services and tax withholding, among other things, for all Contractor staff performing services under this Contract.

13.2 Compliance with Laws. The Contractor, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract including those pertaining to safety, labor and unemployment. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge. The Contractor is responsible for the compliance of its subcontractors with this section.

13.3 Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, 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 justiciable in federal court.

13.4 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.



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13.5 Permits and Authorizations. The Contractor shall obtain all required federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Contract. A delay in obtaining permits shall not give rise to a claim by the Contractor for additional compensation. If the Contractor is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Contract, each party to bear its own costs, despite any other provisions of this Contract to the contrary.

13.6 Force Majeure. The parties shall not be held liable for any failure or delay in the performance of this Contract 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 Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by Contractor is specifically required during the occurrence of any of the events herein mentioned.

13.7 Exhibits and Inconsistencies. All Exhibits attached to this Contract are incorporated and are part of the Contract. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. Exhibit A General Terms and Conditions
- B. Exhibit B Statement of Work
- C. All other exhibits, attachments and documents incorporated into this Contract

13.8 No Third Party Beneficiaries. This Contract is solely for the benefit of the Contractor and the District. No person or entity other than the Contractor or the District shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

13.9 Assignment. Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the District. Any attempted assignment in violation of this provision shall be void.

13.10 Waiver. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

13.11 Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

13.12 Entire Contract. This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

13.13 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.



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13.14 Interpretation. Unless the context requires otherwise: The term “including” contemplates “including but not limited to.”

13.15 Survival. All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

13.16 Contract Renewal. In the event this Contract provides for renewal options as stated on the cover page of this Contract, the District, in its sole discretion, may exercise any of the renewal options by executing an amendment to this Contract.

South Florida Water Management District

Contractor Policy Code Acknowledgement

Name (Print) Texas Aquatic Harvesting, IncContract/Work Order/Purchase Order # 460000 4694

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with the South Florida Water Management District (the "District") using District equipment and/or working on District premises, property or facilities must comply with the rules and regulations of the District's Policy & Procedure Code.

As the Contractor's representative, without limitation thereto, I, _____
(Contractor) acknowledge that I have received and reviewed the following:

- ✓ Whistle-Blowers Policy, Chapter 101, Article V. Section. 101-101 through 101-113.
- ✓ Equal Employment Opportunity and Harassment Policy, Chapter 120, Article I. Section 120-3.
- ✓ Standards of Conduct Policy, Chapter 120, Article III. Section 120-62.
- ✓ Corrective Action Policy, Chapter 120, Article III. Section 120-63.
- ✓ Drug-Free Workplace Policy, Chapter 120, Article III. Section 120-73.
- ✓ Chapter 130, Information Technology: Acceptable Use of Information Technology and Telecommunications Policy; Electronic Mail Policy; and, Intellectual Property and Works-Made-For-Hire Policy
- ✓ Information Technology Security Procedures, Chapter 230, Article II. Section 230-21 through 230-27.

In the course of conducting business with the District, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the District. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the District, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the District may eliminate me and/or my company from award of future solicitations.

I recognize and understand that District Information Technology resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the District, and should be used for the purposes of conducting bona fide District business only.

I recognize and understand that no remote access technology or device is to be attached to District Information Technology resources or the information technology systems infrastructure to effect access without the express authorization of the Information Technology Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-District equipment or other resources used by me to connect to District Information Technology resources, systems or services will be subject to the same laws, rules and regulations as District-owned Information Technology resources.

I am aware that District Information Technology resources are the property of the District, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to District Information Technology resources. I am aware that the District may audit, access, and review all data and/or communications transmitted through or residing on District Information Technology resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the District's right to access or disclose such communications, and that the District shall disclose the information to third parties as required by law.

When authorized to do so I accept all risks and responsibilities associated with using and/or connecting non-District resources or equipment to District Information Technology resources. **In regard to such non-District resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the District to take immediate action to reduce the District's exposure.
- ✓ I further authorize the District to perform inspections as deemed necessary to ensure the safety and security of District data and/or Information Technology resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the District will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the District harmless from theft or damage incurred while on District properties or premises.

Information or work products or related derivative works developed by me specifically for the District, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the District, including all intellectual property rights thereto. I acknowledge that the District claims sole ownership and rights to all such materials.

I am aware that the District's Policies and Procedures Code and any other District practices are subject to change or modification by the District, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the District has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the District. This Acknowledgement shall be considered an integral part of Contract/Work Order/Purchase Order # 4600004694

Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/Purchase Order as well as a violation of District policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/Purchase Order with the District, and the District may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Texas Aquatic Harvesting, Inc.
Firm Name (Prime Contractor)

James Vaughan
Representative's Name (Print)

[Signature]
Representative's (Signature)

1/19/23
Date

ATTACHMENT 2 TO EXHIBIT A

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CONTRACTOR'S AFFIDAVIT
WORK INVOLVING DISTRICT FACILITIES OR EQUIPMENT

The undersigned individual or legal entity representative (hereafter referred to as Contractor/Consultant/Vendor) certifies that it shall comply with all obligations set forth below and all other Terms and Conditions of contract/purchase order number 4600004694

POLICY CODE ACKNOWLEDGEMENT – Pursuant to the Terms and Conditions of the contract/purchase order, Contractor's employees or hired workers working on-site at District facilities, using District equipment, or working on District plans and specifications or software, have submitted a signed "Consultant Policy Code Acknowledgement" form for each individual performing such work.

BACKGROUND CHECKS - Pursuant to the Terms and Conditions of the contract/purchase order, Contractor affirms that a thorough background check, pursuant to section 373.6055, Florida Statutes has been conducted for all its employees and hired workers who will be working at any District site. The background check consisted of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status. The results of the background check did not result in any reason to disqualify Contractor's employee or hired worker from working at a District site. Contractor acknowledges that it has an ongoing obligation to perform updated background checks on all employees, including new hires and existing employees and hired workers performing their respective duties on District facilities, and advise the District of any material changes.

DISTRICT CRITICAL STRUCTURES – Pursuant to the Terms and Conditions of the contract/purchase order, if the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor affirms that a fingerprint-based criminal history check, pursuant to section 373.6055, Florida Statutes on all employees who will have access to any District critical structure has been completed. None of the employees or hired workers have been convicted of criminal violations as set forth in section 373.6055, Florida Statutes that will prohibit unrestricted access to District critical structures.

Signed and attested to this 19 day of January 2023


Contractor/Consultant/Vendor Signature

James Vaughan
Print Name

President
Title

EXHIBIT B STATEMENT OF WORK

MECHANICAL HARVESTING SERVICES

A. INTRODUCTION

The South Florida Water Management District intends to harvest various types of vegetation from the canals, lakes, stormwater treatment areas (STAs) and other waterways of the District using as diverse an array of equipment and methodologies as available and practicable for the environments within the District's boundaries (Exhibit 1). Harvesting will be conducted to improve navigation and public access, prevent blockage of structures, canals, and boat locks in specified areas of the waterbodies, and reduce organic loading. It is also the District's intention to harvest vegetation and tussocks from lakes, water conservation areas, and other natural areas in cooperative projects with the Florida Fish and Wildlife Conservation Commission and Florida Department of Environmental Protection and other involved agencies in order to postpone the eutrophication of these areas and improve habitat quality. It is not the District's intention for these services to disturb hydrosols or substantially disturb root systems of rooted aquatic vegetation. Harvested material will not meet the definitions of dredged or fill materials.

The District is also soliciting equipment types that are smaller and/or amphibious to enable harvesting in aquatic sites with limited right of way and access.

B. OBJECTIVES

This Contract is to provide mechanical harvesting services required to remove and dispose of aquatic vegetation from the lakes and waterways within the geographical boundaries of the District using a diverse array of equipment and methodologies as available and practicable for the environments within District boundaries.

C. SCOPE OF WORK

The work covered by these specifications consists of furnishing all labor, materials and equipment to mechanically remove and dispose of aquatic vegetation from the lakes and waterways within the geographical boundaries of the District with mobilization costs included in the billable hourly rates for equipment. The aquatic vegetation to be removed will be floating, submersed or emersed plants or floating tussocks depending upon the specific needs of the District and the waterbody at the time of the request for services. Disposal will vary by project and may include hauling to separate upland site. Also, harvested material in some Kissimmee chain lakes may be disposed of on FWC in-lake spoil islands with FWC permission. The Contractor shall perform the specified services in Work Order's issued by the District. For every Work Order at least one machine must be able to transport vegetation to designated sites and deposit the material on shore or into a transport vehicle. The Contractor shall be familiar with the project locations and existing conditions. The Contractor shall provide sufficient transportation and/or conveying equipment to remove and dispose of the material quickly and economically when required by the District. The District reserves the right to provide its own trucking or other activities deemed to be in the best interests of the District. The Contractor shall provide experienced operators for the harvesting equipment to be used on the project.

D. WORK BREAKDOWN STRUCTURE

1. Work Order Issuance

The District shall notify the Contractor and issue a Work Order (Exhibit "I" to the Sample Contract) when harvesting is to begin. Each Work Order will be for a minimum of forty (40) hours of harvesting. For every Work Order at least one (1) machine shall be able to transport vegetation to designated sites and deposit the material on shore or into a transport vehicle. The Contractor shall provide sufficient transportation and/or conveying equipment to remove and dispose of the material quickly and economically. The District reserves the right to provide its own hauling equipment if it is determined to be in the best interest of the District. The Contractor shall provide experienced operators for the harvesting equipment to be used on the project.

2. Data Collection

Effectiveness of mechanical harvesting is measured in terms of acres per hour and/or average volume per hour harvested. The monitoring/evaluation period for each Work Order shall begin on the date the harvester is mobilized at the harvesting site and shall continue until the end of the Work Order.

No work shall proceed without a Daily Progress Report (Exhibit 2) or AVATAR schedule and daily activity log form (Exhibit 3) on site which will be provided with each work order. Daily Progress Reports or AVATAR schedule and daily activity log will be provided by the District. Completed Daily Progress Report forms will be included with monthly invoices and contractors will enter data into the SFWMD WEEDDAR database (unless AVATAR is utilized). WEEDDAR generates 454 sheets and can be used to manage activities and generate invoices and reports. As a minimum, along with operating hours, material loads shall be recorded, relative density and/or type of material noted and resultant volume estimates given.

Funds are often available from the Florida Fish and Wildlife Conservation Commissions (FFWCC) to reimburse the District for aquatic plant control performed in public waters. When work orders are issued for activities covered under the FFWCC program, the above data must also be reflected on DEP Form 454 and submitted with each invoice. As noted above, 454 Forms are generated by the SFWMD WEEDDAR (unless AVATAR is utilized) data management system. Work orders will be issued from SFWMD Procurement Section and must be executed by signature by both parties before work begins.

Data will include:

a. Equipment Specifications

- Type
- Model
- Maximum Cutting Depth
- Load Capacity
- Operating Hours

b. Harvester Volume

- Personnel Hours

- Down Time
- Total Hours
- Loads Harvested/Day
- Acres/Day

c. Site Conditions

- Weather Conditions
- Location

Operating hours, material loads, relative density and/or type of material noted shall be recorded. Additionally, resultant volume estimates shall be provided whenever possible.

3. GPS Trackers

The District will provide tracking equipment using GPS. The logger/transmitter unit will be installed, maintained, and operated by the contractor on all mechanical harvesting equipment. Tracking equipment will provide location data to the district to collect tracks of treated areas.

4. Inspection and Monitoring

The District reserves the right to inspect all equipment used in the performance of the Contract, approve equipment and personnel prior to commencement of work. The District may require the Contractor to replace any equipment or personnel if, in the opinion of the District, said equipment or personnel are operating in an unsafe manner. The Contractor shall adhere to applicable state, federal, local and Occupational Safety and Health Administration (OSHA) regulations. Inspection shall be at such time(s) designated by the District after consulting with the Contractor. Monitoring of project activities will be performed by the District's Project Manager and/or personnel designated by the Project Manager. Inspection, however, will not relieve the Contractor of any obligations or responsibilities nor will it transfer any liability to the District.

5. Project Management

The Project Manager for the Contractor shall manage each project as follows:

- a. The Contractor's Project Manager shall be responsible for the technical quality, staff coordination and adherence to cost and time schedules. The Contractor shall also assure the necessary coordination of each project, keeping deadlines in perspective and controlling all costs associated with the contract.
- b. The Contractor's Project Manager shall collect the operational data (Exhibit 2, attached Daily Progress Report form) on a daily basis and submit with the invoice. The Daily Progress Report forms will be sent/delivered to the appropriate SFWMD location, usually the closest SFWMD field station or the project manager, within the following week.
- c. The Contractor shall be responsible for immediate work stoppage and clean-up operations in the event of any fuel or oil spill.
- d. The Contractor shall obtain keys from the District in order to access work site(s). In accordance with District Key Permitting, current key deposit rates apply for each key

requested. Prior to commencing work, the Contractor shall complete an Application for Key Permit, by logging on to the District's web site at www.sfwmd.gov/kpa, and adhere to the terms of said permit. It is prudent that the Contractor plan ahead and, when possible, submit their Application for Key Permit at least ten (10) business days prior to the start of work to allow ample time for processing. Each key requires a \$500.00 deposit.

- e. The District's Project Manager shall monitor the work in progress and insure that all work products are completed in a timely manner.

6. Equipment

Equipment shall be in good operating condition and ready to begin operations upon arrival at the site. The Contractor shall insure that the machinery is maintained on a regular basis to prevent work stoppages.

a. Equipment Type

Mechanical Harvesters

- 5' cutting swath
- 7' cutting swath
- 8' cutting swath
- 10' cutting swath
- 70' long harvesters
- 90' long harvesters
- Relatively small and/or amphibious equipment (similar to brand names, such as, Conyer, Truxor, Weedoo, Menzi Muck, or MarshMaster)
- Other unique or specialized equipment for harvesting vegetation

Cutting Boats

- "Cookie Cutter" type vessels for cutting/shredding vegetation
- Barge type vessels with on-board removal/cutting equipment
- Other unique or specialized equipment for cutting vegetation

Vegetation Removal/Transport

- Shore conveyors, various sizes
- Front-end loaders, bulldozers or backhoes, various sizes
- Pickup trucks, various sizes
- Dump trailers, various capacities
- Dump trucks, various capacities
- Aquatic vessels for in-lake transport of harvested vegetation
- Airboats

Identification - All of the Contractor's vehicles and harvesting equipment shall be clearly and visibly identified to the public at all times while on District property. The Contractor shall attach signs to both sides of all vehicles, including, but not limited to, harvesters, trailers and trucks, that clearly display the Contractor's company name, telephone number, City and State. Each vehicle shall contain a copy of the Work Order under which work is being performed.

Maintenance - Preventative maintenance shall not conflict with the deadlines for completing harvesting services. Equipment shall be removed from District property for major repairs, including, but not limited to, oil or hydraulic fluid changes and major engine repairs.

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

Equipment Removal - The Contractor's equipment shall be removed from District property within seven (7) business days of final inspection and acceptance of the work by the District Project Manager or designee. When continuous Work Orders have been issued, the Contractor, with written authorization from the District Project Manager or designee, may be permitted to stage equipment on District property until completion of the subsequent Work Order. Equipment shall be secured in a manner that shall prevent its movement by unauthorized personnel. Failure to remove the equipment within seven (7) business days of Contract expiration will result in the equipment being removed at the owner's expense.

7. Safety

- The Contractor will have and maintain accident prevention safety program.
- In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor.
- The Contractor, at a minimum, shall meet or exceed the applicable requirements of the latest revision of the following codes and specifications published by the following organizations:
 - Department of Transportation (DOT)
 - Environmental Protection Agency (EPA)
 - Occupational Safety and Health Act (OSHA)
- 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.
- Equipment brought to site for each service provided hereunder shall be operable and in good working order, designed for or suited to the tasks required to be performed and maintained with sharp blades (if applicable).
- 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 laws, regulations, ordinances, and/or manufactures instructions for materials and equipment.
- The Contractor shall require all employees to carry personal identification (e.g. copy of a valid driver's license).
- The Contractor shall provide adequate water and ice for its workers.
- The Contractor shall have on site at all times:
 - Appropriate first-aid kits in accordance with ANSI - Z 308.1 - 2015
 - A capable communication system (i.e., two-way radio(s) and/or cellular device(s)).
- All equipment shall be provided with safety appurtenances. If the District Project Manager or designee determines that the equipment is deficient in safety devices, the Contractor will

be notified immediately. The Contractor shall remove defective equipment from service until the deficiency is corrected to the satisfaction of the District Project Manager or designee.

- All products shall be stored in containers that are in good condition and closed to prevent releases. All containers shall be inspected daily for leaks when in operation, labeled to identify their contents, stored in an impervious containment area and be compatible with the products being stored. Containers shall be stored in a secure manner as to prevent the likelihood of leaks.
- Contractor shall have a written emergency response plan and readily available equipment to respond to a spill event. Contractor's personnel shall be familiar with emergency response procedures and notification requirements of Chapter 62-770, Florida Administrative Code. The District shall be notified immediately of all reportable quantity discharges of petroleum product.

8. Direct Communication

The Contractor's Supervisor(s) who are responsible for facilitating communications with District Project Managers or designees, shall have the ability to communicate in the English language both verbally and in writing, and shall be able to adequately communicate with the Contractor's workers. The Contractor shall supply supervisory employees with cellular phones and/or pagers to facilitate communication with the District Project Manager or designee.

All pages, alerts or phone calls shall be responded to within two (2) hours, and responses to facsimile messages shall occur on the same business day. Meetings will be called at the option of the District. If the District calls said meeting, the Contractor's attendance shall be mandatory.

9. Emergency Communications

Under certain conditions, the District may require all Right of Ways to be clear of harvesting equipment. The Contractor will be required to move the equipment to a secure location to be determined by the District within seventy-two (72) hours. At the option of the District Project Manager or designee, a secure location may necessitate parking the equipment as far from the water's edge as possible, or complete removal of the equipment from District property. Security of the Contractor's equipment is the sole responsibility of the Contractor.

Fires, accidents, criminal acts or other emergencies shall be reported to the local authorities as soon as they are recognized. The District Project Manager or designee shall be notified by telephone prior to the start of the next working day.

10. Material Storage

All products shall be stored in containers that are in good condition and closed to prevent releases. The Contractor, when in operation, shall inspect containers daily for leaks. All containers shall be labeled to identify their contents, compatible with the products being

stored and stored in an impervious containment area. Containers shall be stored in a secure manner as to prevent the likelihood of leaks.

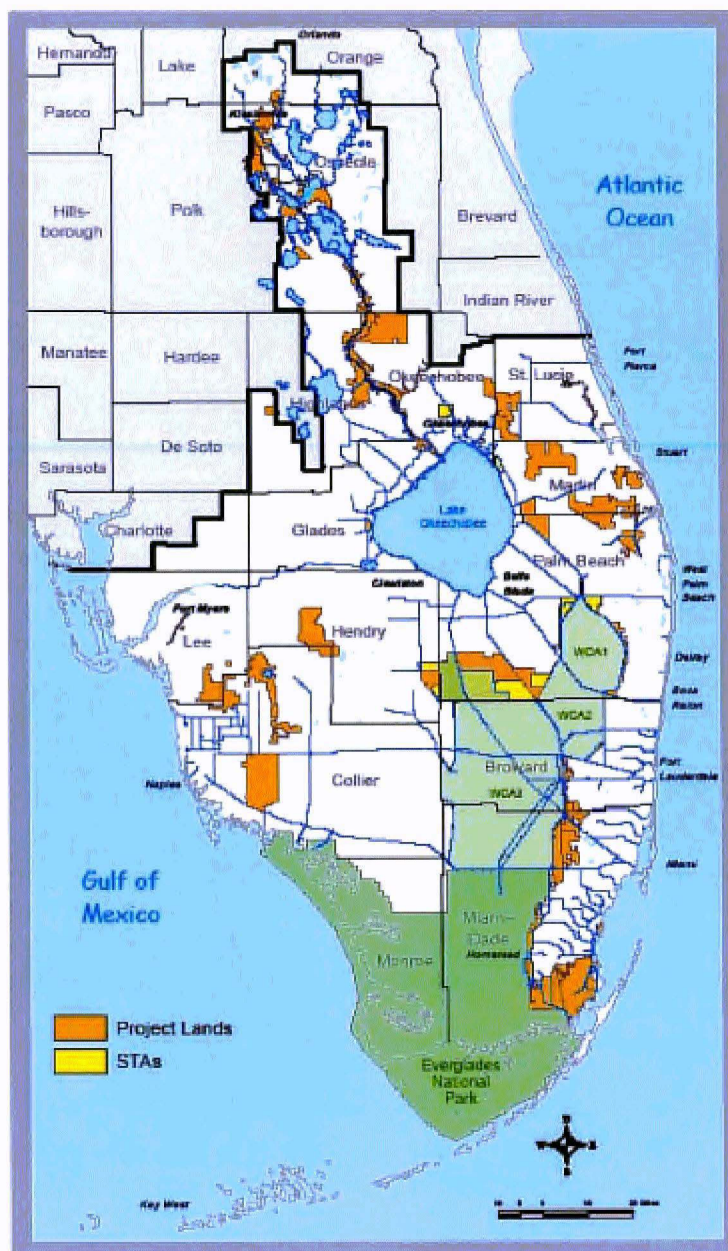
11. Emergency Response/Spill Containment

The Contractor shall have a written emergency response plan and readily available equipment to respond to a spill event. Contractor's personnel shall be familiar with emergency response procedures and notification requires of Chapter 62-770, Florida Administrative Code. The District shall be notified immediately of all reportable quantity discharges of petroleum products. Additionally, the Contractor shall have appropriate oil containment and clean-up equipment on site in case of oil, fuel or hydraulic fluid spills or equipment failures resulting in such spills.

A written follow-up report shall be submitted to the District no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- 1) Description of the material spilled (including identity, quantity, manifest number).
- 2) Determination as to whether or not the amount spilled is EPA/FDEP and/or appropriate agency reportable, and when and to whom it was reported.
- 3) Exact time and location of spill, including description of the area involved.
- 4) Receiving stream or waters.
- 5) Cause of incident and equipment and personnel involved.
- 6) Injuries or property damage.
- 7) Duration of discharge.
- 8) Containment procedures initiated.
- 9) Summary of all communications the Contractor has had with press, agencies, or Government officials other than the District.
- 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

Exhibit 1. Extent of the South Florida Water Management District



Date: _____

WO #	FUNDING SOURCE	AREA	FUNDED PROG	LOCATION	CONTRACTOR	Tracking No

START TIME: _____				END TIME: _____		
RESOURCES	EFFECTIVE TIME	TRAVEL TIME	LOST TIME	SURVEY / INSPECTION	PLANNING / PREPARATION	TOTAL TIME
SUB TOTAL	_____	_____	_____	_____	_____	

454 PROGRAM:

_____	Effective Time
_____	Travel Time Vehicle
_____	Travel Time Plant
_____	Lost Time Weather
_____	Minor Repairs
_____	Other Duties / Miscellaneous
_____	Holiday / Leave
_____	Survey / Inspection
_____	Preparation
_____	Removing Obstructions
_____	Administrative / Planning

[illegible]

454 PROGRAM ONLY
WATER BODY NAME:

COMMENTS (weather / etc.):

EQUIPMENT & EQUIPMENT HOURS:		EQUIPMENT & EQUIPMENT HOURS:	

PUMP	
NOZZLE	
PRESSURE	

Calibration	
Concentration (ppm)	
Miles of bank	

Date: SEP-29-22 15:51:57 MIXING, SPRAYING, & RINSEATE APPLIED Agency Representative _____
ON SITE OF ACRES CONTROLLED Contractor Representative _____

Page: _____ of _____

DAILY PROGRESS REPORT FOR VEGETATION MANAGEMENT

SFWMD

WO #:

Supervisor: _____

Location:

Datum: _____

Zone: _____

Date: _____

[illegible]

Page: _____ of _____

Date: _____ Page _____ of _____

Water Body Name -

WO#	FUNDING SOURCE	AREA	FUNDED PROG	LOCATION	CONTRACTOR	TRACKING NO

[illegible][illegible][illegible][illegible]

Equipment & Equipment	Equipment & Equipment

PUMP		Calibration	
NOZZLE		Concentration	
PRESSURE		Miles of Bank	

STATUS	
Ongoing	<input type="checkbox"/>
Completed	<input type="checkbox"/>
Date Entered	<input type="checkbox"/>

Agency Representative _____ Contract Representative _____

Date: _____ Page _____ of _____

Water Body Name -

Datum : _____ Zone : _____

[illegible]

Contract 4600004694, Exhibit B, Page 12 of 12

EXHIBIT “C” RATE SCHEDULE

Rates shall include all labor, materials, fuel, mobilization, demobilization and an of the cost incurred in the mechanical harvesting operations.

I.	DESCRIPTION	PRICE PER HOUR
	5 ft cutting swath	\$ 115.00
	7 ft cutting swath	\$ 135.00
	10 ft cutting swath	\$ 155.00
	Kelpin or Equal: 70 ft length	\$ 240.00
	Kelpin or Equal: 90 ft length	\$ 265.00
	Conver or Equal: 15 ft length	\$ 100.00
	Truxor or Equal: 15 ft length	\$ 190.00
	Weedoo TS Series or Equal: 15 ft. length	\$ 225.00
	Weedoo Aquatic Harvester or Equal: 15 ft. length	\$ 225.00
	Marsh Master or Equal: 15 ft length	\$ 250.00
	Walking Excavator	\$ 400.00
	Cookie Cutter Type Vessels for Cutting/Shredding Vegetation	\$ 275.00
	Barge Type Vessel: 3 Piece Barge with Long Reach Excavator	\$ 650.00
	Short Conveyor: 5 ft to 10 ft Wide Harvesters	\$ 50.00
	Shore Conveyor: 70 ft to 90 ft Long Harvesters	\$ 100.00
	Tug/Push Boat: 20 ft	\$ 150.00
	Tug/Push Boat: 26 ft	\$ 150.00
	Flat Top Barge: 25 ft X 10.5 ft X 3 ft	\$ 75.00
	Flat Top Barge: 40 ft X 10 ft X 5 ft	\$ 80.00
	Airboat	\$ 75.00
	Aquamog	\$ 200.00
		PRICE PER DAY
	Pickup Truck: 1/2 Ton	\$ 200.00
	Pickup Truck: 3/4 ton	\$ 200.00
	Pickup Truck: 1 ton	\$ 300.00
	Dump Trailer: 8 ft. X 18 ft.	\$ 200.00
	Dump Trailer: Flat Bed	\$ 500.00
	Dump Truck: 12 Ton Single Axle	\$ 600.00
	Dump Truck: 14 to 16 Ton Double Axle	\$ 700.00
	Dump Truck: Articulating 14 Ton	\$ 1,500.00
	Dump Truck: Articulating 25 Ton	\$ 1,750.00
	Crane	\$ 2,000.00
	Wheel Loader	\$ 1,200.00
	John Deere Backhoe	\$ 1,400.00
	Skid Steer	\$ 750.00
	Long Reach Excavator	\$ 2,000.00
	Excavator: 12 to 14 Metric Ton	\$ 1,250.00
	Excavator: 19 to 21 Metric Ton	\$ 1,500.00
	Excavator: 33 to 40 Metric Ton	\$ 2,250.00

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract/ Solicitation No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					0%	\$0.00
Total Contract						\$0.00

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature

Title

Date

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
 (Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) ☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: _____

SBE Subcontractor Certification Expiration Date: _____

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____
 (Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		\$	%
2		\$	%
3		\$	%
Total Value of Work		\$	%

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

SBE Subcontractor Signature

Title

Date

Incorporated by reference in subsections
 40E-7.670(2)(a), F.A.C.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The prime contractor must notify the District when the need to replace a Small Business Enterprise (SBE) Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan and a brief explanation of the need for the addition or replacement. Please enter the explanation in the space provided below.

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature

Title

Date

EXHIBIT F1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Small Business Enterprise Payment Report						
Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Small Business Enterprise Subcontractors (21) \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
---	--	------------	-----------

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** - Enter the District contract number and work order number, if applicable (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01).
- Box (3) Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 - 11/01/2011).
- Box (5) SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Final Subcontractor Utilization Report

Project Name ⁽¹⁾		Contract Number and Work Order Number (if applicable) ⁽²⁾	
Report Number ⁽³⁾	Reporting Period ⁽⁴⁾ to	Small Business Enterprise Contract Goal ⁽⁵⁾	Contract Completion Date ⁽⁶⁾
Contractor Name ⁽⁷⁾		Contractor Telephone Number ⁽⁸⁾ () -	Contractor Email Address ⁽⁹⁾
Contractor Street Address ⁽¹⁰⁾	Project Manager Name ⁽¹¹⁾	Project Manager Telephone Number ⁽¹²⁾ () -	Project Manager Email Address ⁽¹³⁾

Small Business Enterprise Payment Report						
Federal Identification Number ⁽¹⁴⁾	SBE Subcontractor Business Name ⁽¹⁵⁾	Description of Work ⁽¹⁶⁾	Project Amount ⁽¹⁷⁾	Amount Paid this Reporting Period ⁽¹⁸⁾	Invoice Number ⁽¹⁹⁾	Total Paid to Date ⁽²⁰⁾
Total Paid to Date for All Small Business Enterprise Subcontractors ⁽²¹⁾ \$						0.00
I certify that the above information is true to the best of my knowledge.						
Contractor Name – Authorized Personnel (print) ⁽²²⁾		Contractor Name – Authorized Personnel (sign) ⁽²³⁾		Title ⁽²⁴⁾	Date ⁽²⁵⁾	

South Florida Water Management District
Instructions to Small Business Enterprise Subcontractor Utilization Report

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** - Enter the District contract number and work order number, if applicable. (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01)
- Box (3) Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series. (i.e., 1, 2, 3)
- Box (4) Reporting Period** - Enter the beginning and end dates for which this report covers. (i.e., 10/01/2011 - 11/01/2011)
- Box (5) SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s). (i.e., electrical services)
- Box (17) Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project. (i.e., amount in the subcontract agreement)
- Box (18) Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

EXHIBIT H

Mechanical Harvesting Services

TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS	
Must be Included if marked "X"	Commercial General Liability Comprehensive Coverage/ Other Coverage Endorsements	Bodily Injury & Property Damage <u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$1,000,000. Products – Comp/Op Aggregate</u>	
	(Please note special instructions →)	<u>Special instructions:</u>	
X	Occurrence Form	<p>Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder.</p> <p>Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.</p>	
X	Premises Operations		
X	Delete XCU Exclusion (if applied)		
X	Products Completed		
X	Contractual		
X	Independent Contractors		
	Broad Form Property		
X	Personal Injury		
	Blasting		
	Demolition		
X	Watercraft – by exception for Non-Owned or Hull/ P&I (if used in project)		
X	Pollution extension, CPL or separate EIL to cover herbicide treatment applications, if any		
	Automobile Liability		Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit (Ea. accident) <u>\$10,000</u> PIP
X	Any Auto Covered		
X	Workers' Compensation and Employer's Liability (if required per F.S. Chapter 440)	Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>	

South Florida Water Management District must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability. Must provide Waiver of Subrogation to SFWMD for all coverages. Contractor must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404. Endorsements must be listed on the certificate and copies provided.

The Certificate holder shall be designated as:

South Florida Water Management District
 3301 Gun Club Road
 West Palm Beach, FL 33406

Insurance Requirements reviewed by:

James Leslie 08/22/2022



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

EXHIBIT I

WORK ORDER NO: _____ PO NO: 950000 _____ Must be referenced on invoices	SFWMD Project Manager: _____ Phone: _____ Email: _____ SFWMD Contract Specialist: _____ Phone: _____ Email: _____
Firm Name: _____ Address: _____ _____ City/State/Zip: _____	Firm's Project Manager: _____ Phone: _____ Email: _____ Fax: _____
<p>In accordance with Contract No.460000 , dated _____ for _____ , the South Florida Water Management District hereby directs the firm to perform the services for the project as detailed in the Exhibit "B-" "C-" {Insert B-1, B-2, etc} Statement of Work, attached hereto and made a part of this Work Order for the amount specified below. The Exhibit "C-" {Insert C-1, C-2, etc.} Payment and Deliverable Schedule applicable to this project is also attached and made a part of this Work Order. Start/Completion Dates are also specified below.</p>	
1. Work Order Start Date: _____	2. Completion Date: _____
<p>3. Work Order Type & Funding: <i>Not To Exceed</i> <input type="checkbox"/> <i>Time & Materials/Not-to-Exceed</i> <input type="checkbox"/> <i>Fixed</i> <input type="checkbox"/></p> <p>Current FY _____ Total Work Order Amount: \$ _____ PR# _____</p> <p>*Multi-Year Funding: <input type="checkbox"/> Yes <input type="checkbox"/> No FY _____ Amount \$ _____ FY _____ Amount \$ _____ FY _____ Amount \$ _____</p> <p><i>*Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 3.2 of Exhibit "A"</i></p>	
<p>4. Small Business Enterprise (SBE) Participation:</p> <div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><p>SBE Contract <input type="checkbox"/> / Work Order <input type="checkbox"/> Participation Goal: _____% <input type="checkbox"/> NA SBE Utilization for this Work Order: _____% <input type="checkbox"/> N/A Subcontractor Name(s): _____</p></div><div style="width: 35%;"><p>New subcontractor proposed for this Work Order? Select one: <input type="checkbox"/> YES <input type="checkbox"/> NO Name: _____</p></div></div> <p>Accepted by: _____ Procurement SBE Section Date</p>	
<p>Signature of Firm:</p> <p>Accepted by: _____ Authorized Representative</p> <p>Title: _____ Date: _____</p>	<p>SFWMD Approval:</p> <p style="text-align: right;">_____ CS Initial</p> <p>Accepted by: _____ Procurement Representative</p> <p>Title: _____ Date: _____</p>

AS-PROC-007(10-04-2018)



EXHIBIT J

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Travel Expense Report****Limit ONE (1) Invoice per Request.** Complete Travel Expense Worksheet on page 2. Travel Expense Report may be returned if not completed correctly.

SPECIAL HANDLING	
Pick-up by (Print Name)	Manual Check? <input type="checkbox"/> YES
Reason	Approval - Accounts Payable Administrator

ACCOUNTS PAYABLE USE ONLY		
Document Number	Vendor Number	Scheduled Pay Date

INVOICE AND ACCOUNT CODING							
Budget Line No.:							
Acct Line No.	Traveler's Return Date* (e.g. 101209)	G/L Account	Cost Center/Internal Order	Fund	Grant	Func Area	Travel Purpose*
							\$

* Required field for all expenditures

Actual Travel Expense (from Page 2)	\$
Sub-total Expenses Paid to Traveler	\$
Advance Amt Received by Traveler	\$
Net Due Traveler	\$
Net Traveler Owes	\$

CHECK PAYEE	
Traveler's Name	
Address (District/Home)	
City/State/Zip Code	
Traveler's Employee ID No.	Dept

Comments: _____

TRAVELER'S CERTIFICATION			
I hereby certify that this travel claim is true and correct in every matter; that the expenses were actually incurred by me, the signed traveler, as necessary travel expenses in performance of my official duties; and the same conforms in every respect with the requirements of Section 112.061, Florida Statutes, and the Travel Procedure of the South Florida Water Management District.			
Traveler's Name (print)	Signature	Extension	Date

APPROVALS			
Preparer's Name (print)	Signature	Extension	Date
Traveler's Supervisor (print)	Signature	Extension	Date

Travel Expense Report (page 2)

PLEASE FILL IN ELECTRONICALLY

TRAVELER'S NAME:				SAT	SUN	MON	TUE	WED	THU	FRI	TOTALS
Travel Purpose:		Travel Date									EXPENSE ITEM TOTAL
		Origin									
SFWMD Location:		Destination									
		Departure Time									
		Arrival/Return Time									
TRANSPORTATION				\$	\$	\$	\$	\$	\$	\$	\$
Aircraft - Commercial		Attach Receipt									0.00
- District		Enter "Yes" if used									
Auto - Private: (Map Mileage)		\$.445/mile									0.00
(Vicinity Mileage)		\$.445/mile									0.00
- Rental		Attach Receipt									0.00
- District		Enter "Yes" if used									
PER DIEM LODGING/MEAL SUBSISTENCE @ \$80 per day											0.00
LODGING - HOTEL/MOTEL											0.00
MEAL ALLOWANCES	Depart before	Return after	Rates								
Breakfast	6 a.m.	8 a.m.	\$6.00								0.00
Lunch	12 noon	2 p.m.	\$11.00								0.00
Dinner	6 p.m.	8 p.m.	\$19.00								0.00
INCIDENTAL EXPENSES (All expenses paid by Traveler as required). (Attach receipts on 8 1/2 x 11 paper; or tape small documents without overlapping receipts.)											
											0.00
											0.00
											0.00
											0.00
REGISTRATION FEES (Attach Agenda/Program)											0.00
DAILY TRIP TOTALS				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AUTO MILEAGE FOR ABOVE REIMBURSEMENT											
Map Mileage			Miles:								
Vicinity Mileage (actual)			Miles:								
PER DIEM LODGING AND MEAL ALLOWANCE RATES							LESS ITEMS TO BE PAID BY THE DISTRICT:				
Under Class A or B travel, the rates are (1) up to \$80 per day (\$20.00 per quarter day) with no receipts required for rooms or meal(s), or (2) the lodging cost at single occupancy rate with receipts plus subsistence allowances as provided under Class C travel.							Commercial Aircraft		0.00		
							Auto Rental		0.00		
							Hotel		0.00		
Notes:							Registration Fee(s)		0.00		
							TOTAL EXPENSES PAID TO TRAVELER		\$0.00		