



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

DATE: December 8, 2022

TO: Prospective Respondents

FROM: LaDonna Johnson, Associate Procurement Specialist

SUBJECT: Addendum #1 to Invitation for Bid, # 38261, Standard and Levee Large Machine Mowing Services

As a result of inquiries, the following clarifications are provided for your information.

Q1: Do you require open cab or close cab tractor?

A1: We do not have a preference. Equipment Requirements are delineated in the Statement of Work.

Q2: Will there be multiple contracts?

A2: Yes, each contract will be awarded by region. Respondents are invited to submit a response on any or all regions.

Q3: If you bid on a region with both standard/levee mowing are you required to complete both?

A3: Yes, standard and levee mowing are both required to be completed.

Q4: Is there slope mowing required for levee?

A4: Levee mowing includes slopes of 3 Horizontal: 1 Vertical, and dual wheel tractors are required to perform this work.

Q5: Are all regions combined in the estimated budget?

A5: Yes, the estimated budget for the proposed services is \$2,194,500 for a three-year term for all properties.

Q6: Will locks, combination or keys be provided?

A6: Yes, the District will provide all keys/lock combinations for District gates.

Q7: Will equipment have to be removed prior to hunt season?

A7: Equipment may be left on property or off to the side during hunt season.

Q8: Will we receive a copy of the tracking system reports?

A8: Contractor may retrieve tracking data from the ArcGIS Tracker Application outlined in the Statement of Work - Appendix C.

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## GOVERNING BOARD

Rob Bradley, CHAIR  
FLEMING ISLAND

Ryan Atwood  
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

Doug Bourmique  
VERO BEACH

J. Chris Peterson, SECRETARY  
WINTER PARK

Douglas Burnett  
ST. AUGUSTINE

Ron Howse, TREASURER  
COCOA

Cole Oliver  
MERRITT ISLAND

Janet Price  
FERNANDINA BEACH

Q9: Will Contractor be paid for multiple windrows passes or one?

A9: Contracts will not be paid extra to remove windrows.

Q10: Will work be cancelled due to weather conditions?

A10: District staff will coordinate with the Contractor to give advance notice if work will be cancelled. Additionally, we do not allow levee mowing when the levees are wet to minimize the risk of rutting.

Q11: How many days are in a cycle?

A11: Mowing cycles are approximately 30 days, but the District understands that some cycles may extend beyond the 30-day duration, particularly if there has been weather or other delays. Contractor should coordinate with the District Project Manager if they require greater than 30 days to complete the cycle.

Q12: What is the protocol for trash removal?

A12: Per the Statement of Work under Contractor's Responsibilities:

- Pick up and remove from the right-of-way of any obstacle and/or debris such as paper, cardboard, wood, tires, and other items in the mowing area that cannot be traversed by the mowing equipment. It is the Contractor's responsibility to remove any foreign item that could be torn, ripped, scattered or further sub-divided by the mower that is not part of the natural terrain. Contractor shall exercise the necessary care to prevent creation of litter by its operation.
- For large-scale items that the Contractor is unable to remove on their own, please notify the District Project Manager for removal.

Q13: Are withdrawals allowed in a pay cycle?

A13: No, the District does not allow withdrawals. Invoices should be submitted to the District upon completion of a mowing cycle. The District Project Manager will review the invoice and inspect the mowing to verify the work was completed as required. Payment is made following review and approval of the invoice for each cycle.

Q14: How close should large machine mowing get to structures or other features?

A14: Large machine mowers should mow within 5' of features. The Service Mowing contract specifies a 5' distance around each feature, which should be sufficient to provide a transition between the service mowing and large machine mowing.

Q15: Is a Supervisor required onsite?

A15: No, the District is not requiring supervision during the mowing.

Q16: What is the current contract amount?

A16: The following contract amounts by region are for the three-year contract period which includes modifications for fuel adjustments. See Attachment B for previous tab sheet.

- South Region - \$578,685.04
- North and South Central Region – \$108,975.22
- North Central Region - \$455,547.60

Q17: What is the mowing cycle for Pellicer Creek Conservation Area?

A17: There are 9 estimated yearly mowing cycles for the North Region – Pellicer Creek Conservation Area. The cost schedule revision is shown in red.

Revisions:

1. Changes have been made to the following mowing tables for the North Central Region and the North Region. Please replace the tabulation sheet and tables with the revised document attached as Attachment A1 – Revised Tabulation Sheet/Tables.

NORTH CENTRAL REGION: Attachment A1 – Revised Cost Schedule/Table:

- Lake Norris Conservation Area was removed. Property will now be maintained by Lake County.

NORTH REGION: Attachment A2 – Revised Cost Schedule/Table:

- Black Creek Ravines was added. This property was previously maintained by Clay County. The cost schedule revision is shown in red.
2. AGREEMENT (beginning on page 26): The District’s standard agreement for these services has been revised, and a copy of the revised agreement is attached for your reference. It includes the tracked corrections for easy review.

A copy of the Non-Mandatory Pre-Bid Conference sign-in sheet is provided in this addendum for your reference.

**NOTE: The Bid Due Date remains 3:00 p.m., Thursday December 15, 2022**

Please acknowledge receipt of this Addendum on the BID FORM provided in the bid package.

If you have any questions, please e-mail me at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com).

Attachment A1 – Revised Cost Schedule/Table for NORTH CENTRAL REGION

Attachment A2 – Revised Cost Schedule/Table for NORTH REGION

Attachment B – Previous Solicitation Award Information

Agreement Revisions

Non-Mandatory Pre-Bid Conference Sign-In Sheet and Recording (separate file)

ATTACHMENT A1 - REVISED COST SCHEDULE

**Bid Tabulation Sheet  
North Central Region Large Machine Mowing**

Property Name	Mowing Type Standard	Total Standard Large Machine Mowing (acres)	Total Levee Large Machine Mowing (acres)	Estimated Yearly Mowing Cycles	Cost Per Mowing Cycle	Total Cost Per Year
Clark Bay Conservation Area	Standard	36.8	0.0	9	\$	\$
Heart Island Conservation Area	Standard	87.4	0.0	9	\$	\$
Crescent Lake Conservation Area	Standard	7.0	0.0	9	\$	\$
Lk George Conservation Area	Standard	88.4	0.0	9	\$	\$
Ocklawaha Prairie Restoration Area	Standard	49.3	0.0	13	\$	\$
	Levee	0.0	121.0	13	\$	\$
Sunnyhill Restoration Area	Standard	79.7	0.0	13	\$	\$
	Levee	0.0	121.1	13	\$	\$
Sunnyhill South	Standard	24.4	0.0	9	\$	\$
Sunnyhill West	Standard	41.1	0.0	9	\$	\$
Emeralda Marsh Restoration Area	Standard	60.8	0.0	13	\$	\$
<b>TOTALS</b>		<b>474.9</b>	<b>242.1</b>		<b>TOTAL ESTIMATED COST</b>	\$

Cost Per Acre: \$ \_\_\_\_\_

Cost per acre shall be determined by dividing cost per mowing cycle by acreage. This cost per acre shall be used when adding or subtracting mowing acreage by property.

ATTACHMENT A 2 - REVISED COST SCHEDULE/TABLE

Respondent's Name: \_\_\_\_\_

**COST SCHEDULE**  
**North Region Large Machine Mowing**

Property Name	Standard Large Machine (acres)	Semi-Annual Standard Large Machine (acres)	Quarterly Standard Large Machine (acres)	Estimated Yearly Mowing Cycles	Cost Per Mowing Cycle	Total Cost Per Year
Bayard Conservation Area	73.1	0.0	0.0	9	\$	\$
<b>Black Creek Ravines</b>	<b>21.2</b>	<b>0.0</b>	<b>0.0</b>	<b>9</b>		
Deep Creek Conservation Area-Lambert Tract	4.5	0.0	0.0	9	\$	\$
Deep Creek Conservation Area - Yarborough Tract	5.6	0.0	0.0	9	\$	\$
Dunns Creek Conservation Area	16.1	0.0	0.0	9	\$	\$
Gourd Island Conservation Area	11.8	0.0	0.0	9	\$	\$
Moses Creek Conservation Area	10.5	0.0	0.0	9	\$	\$
	0.0	6.0	0.0	2	\$	\$
Pellicer Creek Conservation Area	0.0	4.1	0.0	9	\$	\$
Stokes Landing Conservation Area	3.8	0.0	0.0	9	\$	\$
Thomas Creek Conservation Area - Ogilvie Tract	0.0	0.0	8.9	4	\$	\$
Thomas Creek Conservation Area Wright Tract	7.9	0.0	0.0	9	\$	\$
Thomas Creek Conservation Area - Redshirt Tract	0.0	5.7	0.0	2	\$	\$
Twelve Mile Swamp Conservation Area	2.1	0.0	0.0	9	\$	\$
North Region Mitigation Archipelago - Sample Swamp Tract	3.2	0.0	0.0	9	\$	\$
<b>TOTALS</b>	<b>159.8</b>	<b>15.8</b>			<b>TOTAL BID COST</b>	<b>\$</b>

Cost Per Acre: \$ \_\_\_\_\_

Cost per acre shall be determined by dividing cost per mowing cycle by acreage. This cost per acre shall be used when adding or subtracting mowing acreage by property.

**Black Creek Ravines**  
**Large Machine Mowing**

Levee/Roads	Mowing Type	Frequency	Average Width	Width Range (feet)	Length (miles)	Acres (Calculated)
Road 1	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.98	1.78
Road 7	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.5	0.8
Road 8, North Section	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.2	0.4
Road 8, South Section	Large Mach	Modified Monthly	15	12 - 20 feet wide	0.3	0.5
Road 14	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.4	0.7
Road 16	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.7	0.6
Bluff Road	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.30	0.60
Lake Asbury Access Road	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.2	0.4
Little Power Line East	Large Mach	Modified Monthly	30	21 - 30 feet wide	0.4	3.5
Little Power Line West	Large Mach	Modified Monthly	30	21 - 30 feet wide	0.4	1.6
Powerline Road	Large Mach	Modified Monthly	35	31 - 40 feet wide	1.8	6.6
Sandhill Loop	Large Mach	Modified Monthly	15	11 - 20 feet wide	1.4	2.5
South Boundary Road	Large Mach	Modified Monthly	10	5 - 10 feet wide	0.5	0.8
West Boundary Road	Large Mach	Modified Monthly	15	11 - 20 feet wide	0.2	0.4
<b>Total Modified Monthly:</b>						<b>21.18</b>
<b>Total Semi-Annual:</b>						<b>0.00</b>
<b>Total Batwing Acres:</b>						<b>21.18</b>

**AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ TO/FOR  
STANDARD AND LEVEE LARGE MACHINE MOWING SERVICES**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and \_\_\_\_\_ (""), whose address is \_\_\_\_\_. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 38261, Standard and Levee Large Machine Mowing Services (the "Work"). In accordance with IFB 38261, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is May 31, 2026, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) **Completion Date.** The Completion Date of this Agreement is May 31, 2026, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (e) **Commencement of Work.** Contractor shall commence the Work within 14 days of issuance of a Work Order by the District. This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

~~**2. LIQUIDATED DAMAGES**~~

- ~~(a) If neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day is in default thereafter. This~~

~~amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one half of one percent (.5%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement for completion of the Work if this Agreement is terminated by the District for non-performance.~~

~~(b) shall not be charged with liquidated damages or any excess cost when the District determines that its reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.~~

### **3.2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

~~**4. OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when has received compensation therefor, in whole or in part. Any District source documents or other District or non District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.~~

### **5.3. FUNDING OF AGREEMENT**

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor compensation stated in each Work Order and billed in accordance with the terms of the Work Order.  
Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.
- (b) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Contractor anticipates that expenditures will exceed the budgeted amount



during any fiscal year, Contractor shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

#### **6.4. PAYMENT OF INVOICES**

- (a) Contractor shall submit itemized invoices (as specified in each Work Order) by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Project Manager or Work Order Manager; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work and work orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement or project estimate for a Work Order includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they

are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.

(g) **Payments.** The District shall pay Contractor 100% of each approved invoice.

**7.5. PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

**8.6. INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.

**9.7. INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

**10.8. FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

#### **11.9. PROJECT MANAGEMENT PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after

having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Steven Turrentine, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
19561 S.E. Highway 42	TBD
Umatilla, FL 32784-7814	TBD
Phone: 352-821-1249	Phone: TBD
Email: sturrentine@sjrwmd.com	Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a "Work Order Manager" as the Project Manager for a specific Work Order, who shall have the same responsibilities as the District's Project Manager for that Work Order only.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep, on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

#### 12.10. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
  - 1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
  - 2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

#### 13.11. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

#### 14.12. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work for a specific Work Order that are consistent with the scope of the Work Order. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work Order, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**

- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
  - (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

#### 15.13. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the

Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
  - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
  - (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
  - (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in

accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**16.14. DEFINITIONS**

**ADDENDA:** Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

**AGREEMENT:** The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

**AMENDMENT:** Any written change made to the terms and conditions of the Agreement.

**BID:** The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

**CHANGE ORDER:** A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

**CONTRACTOR:** Contractor, its officers, employees, agents, successors, and assigns.

**CONTRACTOR'S PROJECT MANAGER:** The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

**INVITATION FOR BIDS:** An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

**PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

**STATEMENT OF WORK:** The District's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

**SUBCONTRACTORS:** Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

**TOTAL BID:** The total cost to be paid to Contractor for completion of the Work.

**TOTAL COMPENSATION:** The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

**WORK:** All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

**17.15. ACCESS; WORK AREA; GATES**

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the District. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use, and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Contractor shall be responsible for providing lock(s) to District properties.

**18-16. ASSIGNMENT AND SUBCONTRACTS**

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. ~~shall be allowed a maximum of 10% markup of their subcontractor's work for oversight and management.~~
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

**19-17. AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

**20-18. CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

**21-19. CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all



public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.

**22-20. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**23-21. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

**24-22. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

**25-23. DISPUTE RESOLUTION**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution

of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

~~26.24.~~ **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. ~~The report will also denote if there were no W/MBE expenditures.~~

~~27.25.~~ **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the

Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

~~(e) If in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at 's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.~~

~~26. **EMPLOYMENT ELIGIBILITY.** must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by r during the term of this Agreement to work in Florida. Additionally, if uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, must provide the District with evidence that is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.useis.gov/e-verify](http://www.useis.gov/e-verify).~~

~~(a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.e-verify.gov](http://www.e-verify.gov).~~

~~(b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.~~

~~28.~~

~~29-27. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY**~~

~~**TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.~~

~~30-28. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the~~

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term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

31-29. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

32-30. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

33-31. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.

34-32. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise

associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

**35-33. PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

**36-34. PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.

**37-35. PUBLIC RECORDS**

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
  - (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

- (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

**(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**District Clerk  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2571  
(386) 329-4127  
[clerk@sjrwmd.com](mailto:clerk@sjrwmd.com)**

38-36. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

39-37. **REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall,

nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

~~40. **ROYALTIES AND PATENTS.** certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.~~

~~41-38.~~ **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

~~42-39.~~ **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false

certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

~~43. **SCRUTINIZED COMPANIES.** certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if is found to have submitted a false certification; or if is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if is found to have submitted a false certification; or if is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.~~

~~44. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.~~

#### ~~45. **WARRANTY**~~

~~(a) warrants that the Work, workmanship and material furnished by shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.~~

~~(b) In the event of breach of this warranty, shall take the necessary actions to correct the breach in the most expedient manner as dictated by then existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be 's responsibility. Upon written notification of a breach, shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. shall be afforded necessary and reasonable access to perform warranty work. If fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and shall reimburse the District for all expenses reasonably incurred in performing such corrective action.~~

#### 46.40. **WORK ORDERS**

(a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a "not to exceed" cost for



any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.

- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (c) **Type of Work Order.** When services are needed, the District and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
  - (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District. Identification of the Work involved is typically concept level drawings with minimal details. A Type 1 Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the Work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or subcontractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The District must approve the hiring of subcontractors in order to ensure they are qualified to perform the Work and have been competitively procured. Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for District audit in accordance with the unit costs of this Agreement and the Work Order. The District reserves the right to determine the means and methods of performing the Work and supplying materials.
  - (ii) A Type 2 (fixed-price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.
  - (iii) A Type 3 (time and materials with not-to-exceed amount) Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials (Type 1) Work Order. All of the terms of a Type 1 Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a Type 2 Work Order.
- (d) **Additional Provisions Applicable to Type 1 and Type 3 Work Orders**
  - (i) **Additional equipment and services**
    - a. The District may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such

equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.

- b. After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order, or if the additional cost exceeds \$100,000.
  - c. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
- (ii) Equipment substitution. No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the District. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the District may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The District will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.
- (iii) Other Direct Costs
- a. Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax (“Other Direct Costs”), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:
  - b. Cost is \$2,500.01 – \$15,000 – three documented quotes – verbal, written, or on line; or a written explanation to District procurement staff and approval from the District’s Procurement Director for not receiving three quotes.
  - c. Cost is greater than \$15,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation to and approval from the District’s Procurement Director for not receiving three quotes.
  - d. Documentation of solicitations where cost exceeds \$2,500 shall be submitted with the Contractor’s cost estimate. If a cost exceeds \$15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
  - e. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the District.
  - f. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs.

Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

- (iv) The District reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
  - (i) **Type 1 Work Orders:** (hourly billing for labor and/or equipment and materials):
    - a. Name of employee and/or type of equipment
    - b. Employee position title/job classification (if applicable)
    - c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and District staff (attached hereto as revised by the District from time to time).
    - d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Attachment [REDACTED] and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
    - e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
    - f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
    - g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to §218.735, Fla. Stat.
    - h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.
    - i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Cost Schedule.
    - j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.
    - k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.

- (ii) Type 2 Work Orders (fixed price):
  - a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
  - b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the District Project Manager.
  - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
  - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.
- (iii) Type 3 Work Orders (time and materials with not-to-exceed amount):
  - a. Description and certification of completion of the work as described above for Type 2 Work Orders.
  - b. Hourly billing information for Type 1 Work Orders, as described above.
  - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.

47.41. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor’s work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
*Mary Ellen Winkler, Assistant Executive Director*

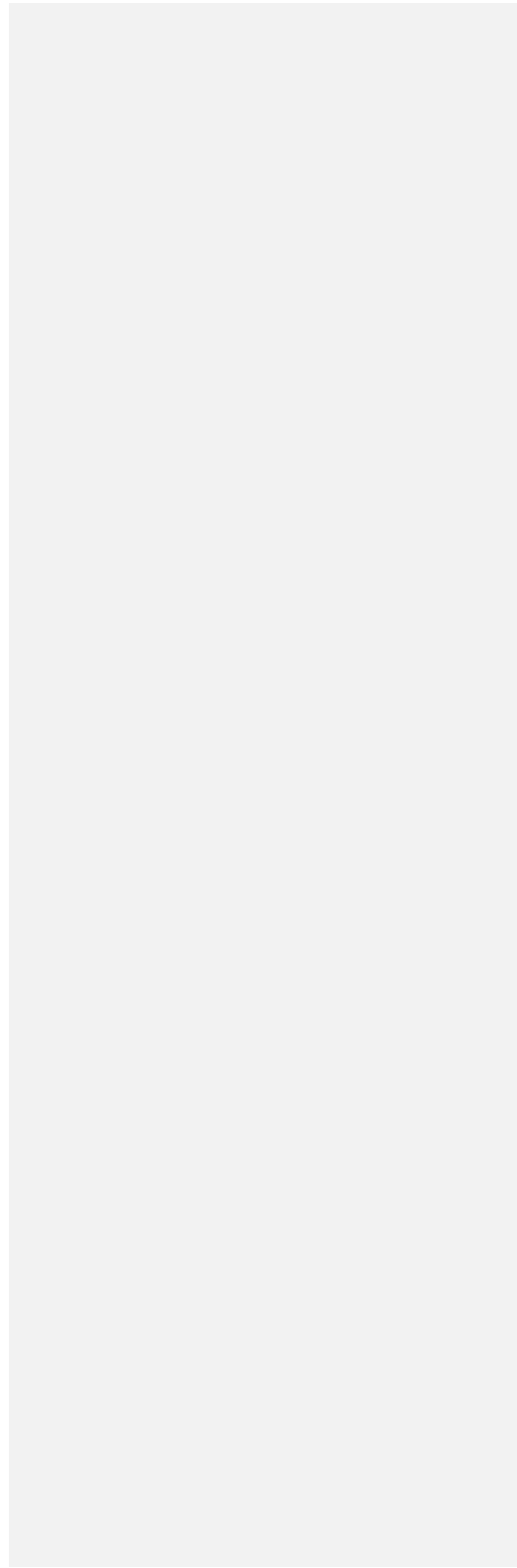
By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

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

Attachments:

- Attachment A — Statement of Work/Technical Specifications
- Attachment B — Insurance Requirements
- Attachment C — District's Supplemental Instructions (sample)
- Attachment D — Work Order Authorization (sample)
- Attachment E — Contractor's Affidavit – Final Payment
- Attachment F — Contractor's Affidavit – Non-Final Payment



**ATTACHMENT A - STATEMENT OF WORK  
ANNUAL LARGE MACHINE MOWING SERVICES  
DISTRICT WIDE BY REGION**

**I. INTRODUCTION/BACKGROUND:**

The St. Johns River Water Management District (District) is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east-central Florida. One of the District's core missions is flood control. Flood control responsibilities include maintenance of levees and water control structures. The District also owns and/or manages nearly 700,000 acres which is open for public recreation. Maintenance of levees, structures, roads, and trails is vital to the operational integrity of the District's flood control system and public recreation activities.

Maintenance mowing of vegetated levees, roads, trails, and rights-of-way (ROW) also ensures adequate safe access for maintaining and inspecting the flood control system and public recreational areas. This Statement of Work (SOW) is for large machine mowing services which are routinely required within these areas. The type and frequency of mowing varies by property, but shall conform to the specifications and performance standards described within this SOW. The District is soliciting mowing requests for six regions, defined as the North, North Central, South Central, Southwest, West, and South Regions. The mowing location(s), acreage, and frequency of mowing in each Region can be found in Appendix A of this SOW. Mowing locations can be found on a dedicated webpage which provides access to an ArcGIS map titled "SJRWMD Contract Mowing FY2023 Procurement – Large Machine", see Appendix D for instructions.

**II. OBJECTIVE:**

The objective is to provide large machine mowing services to ensure safe access and maintain a desirable vegetation height and coverage on District properties, levees, roads, trails and around structures by mowing at various frequencies.

**III. DEFINITIONS:**

Large Machine Mowing (Standard): Mowing of vegetation using a flexible wing rotary cutter that primarily occurs on flat ground such as open areas and along the tops of elevated vegetated berms and roadways. All vegetation within the designated work area shall be cut to a height of six inches.

Large Machine Mowing (Levee): Mowing of vegetation using a flexible wing rotary cutter that consists of mowing on levee slopes that are typically 3:1 and shall require the use of specialized equipment (see Equipment Requirements). All vegetation within the designated work area shall be cut to a height of six inches.

Vegetation: Non-woody plants consisting of planted and natural grasses, weeds, and other natural vegetation that have been previously mowed.

Mowing Cycle: The amount of mowing to complete one mow of all properties specified within the Work Order. Multiple mowing cycles are issued within each Work Order

Modified Monthly: Three mowing cycles evenly spaced during the months of October through March and once per month during the months of April through September; for a total of nine (9) mowing cycles per Contract year.

Modified Semi-Monthly: Three mowing cycles evenly spaced between October and February, one mowing cycle each month from March through May, and two mowing cycles each month from June through September, for a total of fourteen (14) mowing cycles per Contract year.

Semi-Annual: Two mowing cycles during each contract year. One mowing cycle will occur in May, June, or July and the second will occur in September, October, or November.

Quarterly: Four mowing cycles during each contract year. One mowing cycle must occur in in each quarter of the calendar year. A minimum of two months shall be maintained between mows.

#### **IV. SCOPE OF WORK:**

Mowing is performed year-round in all six Regions. Any deviations in mowed area shall be discussed with the project manager prior to invoicing.

For Standard Large Machine Mowing, mowing is generally on flat, open areas or on the tops of elevated vegetated berms and roadways. In elevated mowing areas where side slopes are greater than 3H:1V, the contractor shall lower a mower wing along the edge of the flat area to mow a minimum of 5-feet down each slope (see Figure 1). The Contractor shall notify District staff of any areas where this minimum requirement is not obtainable due to slope geometry or other safety concerns. The District shall make necessary repairs or instruct Contractor not to mow these areas until such time the repair is made. In areas where the slope is 3:1 or flatter, the contractor shall mow to the existing mowed limits or as directed by District's Project Manager (project manager).

Levee Large Machine Mowing is for mowing slopes 3H:1V or flatter. This mowing is differentiated from Standard Large Machine Mowing on each property and noted separately on the Bid Tabulation sheets. Mowing is not intended on slopes steeper than 3:1 or in areas or conditions where the equipment could slide down the slope, potentially damaging the slope and vegetated area. In areas steeper than 3:1, Contractor shall lower a mower wing along the edge of the flat area to mow a minimum of 5-feet down each slope (see Figure 1). The Contractor shall notify the project manager of any areas where these minimum requirements are not obtainable due to slope geometry or other safety concerns. The District shall make necessary repairs or instruct Contractor not to mow these areas until such time the repair is made. Any discrepancies in mowed area versus payment shall be discussed with the project manager prior to invoicing.

Minimum equipment requirements have been established for this Contract; however, the Contractor may utilize equipment other than specified to complete the work. Prior to making equipment changes, including the use of additional equipment or equipment not meeting minimum equipment requirements described herein, the Contractor shall obtain written approval from the project manager.

Equipment shall be mechanically sound and capable of operating safely. It is the Contractor's responsibility to maintain machines in operating order and to maintain an inventory of parts in sufficient quantities to minimize down time and ensure that mowing services are performed adequately. The District has the right to stop equipment from mowing if it is deemed mechanically unsound, unsafe, or is damaging the work area. Any equipment deficiencies noted shall be repaired within 72 hours of notice being issued.

In all regions except the South region, the Contractor shall utilize a mowing tracker application, included on mobile phones provided by the District. This tracker application allows the Contractor to access the GIS mowing maps to track their mowing movements. In addition, following

completion of mowing an area provides the District with a valuable tool for ensuring the Contractor has completed the required mowing prior to the Contractor submitting an invoice. The mowing tracker allows the District to see how many passes the Contractor makes when mowing roads and levees and the Contractor will only be paid for what they mow. For example, if the mowing table and map indicates that the mowing width is 30 feet, this equates to two passes with a 15-foot large machine mower. If the tracker only shows that one pass has been made, then the invoice should reflect that. Instructions for using the mowing tracker application are provided in Appendix C of this Statement of Work. District staff will make periodic inspections of all properties to ensure the mowing limits are being maintained

**EQUIPMENT REQUIREMENTS:**

**Standard Large Machine Mowing**

Tractor: the tractor shall be 4-wheel drive tractor and provide a minimum of 90 hp at the Power Train Output (PTO). At least 3 hydraulic ports are required to allow independent operation of each wing.

Mower: the mower shall be a 15-foot flexible wing rotary cutter. Hydraulic rams must have spacer rings to set mower at the required cutting height of six inches.

**Levee Large Machine Mowing (South Region, L-212 and C-231)**

Tractor: the tractor shall be dual rear wheel, 4-wheel drive tractor and provide a minimum of 100 hp at the PTO. The rear tire spacing shall be at least 110-inches wide measured from the center of the outside rear tires, have a minimum weight of 9,500 pounds with weighted front end, and radial bar tread tires. At least 3 hydraulic ports are required to allow independent operation of each wing.

Mower: the mower shall be a 15-foot flexible wing rotary cutter with tandem walking axles and deck protection rings. Hydraulic rams must have spacer rings to set mower at the required cutting height of six inches.

**V. TASK IDENTIFICATION:**

The area and limits of mowing have been established and are distinguishable in the field. Areas have been inventoried and quantified by the District. Any discrepancies or disagreements concerning quantities, mowing boundaries or safety will be mutually resolved prior to beginning work in any area in question.

**Contractor Responsibilities:**

- Prior to commencement of any work, attend a prework conference with the project manager to discuss all aspects of the work.
- Mow all areas specified in the Work Order. Complete each mowing cycle in the timeframe allotted. The District may request additional acreage, areas, and/or mowing cycles to be mowed at any time during the Contract period. Additionally, the District may decide not to mow any or a portion of an area dependent upon weather conditions, ROW conditions, budgetary constraints or other factors that would be in the best interest of the District.



- Provide all supervision, labor, equipment, fuel, tools, etc. to complete the required large machine mowing as specified in each individual work order.
- Adhere to any mowing restrictions dictated by hunt season dates. These restrictions will be noted in each work order. For a list of all anticipated hunt season dates, see Appendix B.
- Understand that Work may be performed in remote areas and under extreme conditions including, but not limited to high temperatures and humidity, as well as exposure or close proximity to stinging/biting insects, snakes, alligators, etc. The Contractor shall at no time hunt, fish, approach, attack, harm, harass, handle or remove any animal or plant species from District lands.
- For all regions except the South region, maintain mowing tracker phones including keeping them charged, ensuring that they are tracking and uploading the mowing tracks twice a week. See Scope of Work for additional information and Appendix C of this Statement of Work for detailed instructions on use.
- Adhere to the following performance standards:
  - Each mowing cycle for a region shall be completed in its entirety prior to beginning another mowing cycle in that Region unless otherwise directed by the project manager.
  - Provide a proposed schedule for completing all work identified in the Work Order.
  - Provide a weekly progress report.
  - Mowing areas of different widths shall be connected with smooth transitions. Mowing shall be performed in such a manner to result in a mowed grass or vegetation cut uniformly with no streaks when several passes are required (a six to twelve-inch overlap into cut area is required to ensure no streaking).
  - The accumulation of windrows or piles of cuttings will not be permitted. In areas where this does occur, the contractor shall re-mow the area to eliminate this concern.
  - Where landscaping has been established or natural landscaping has been preserved, mowing shall occur to the established mowing contours around landscaping.
  - Grass or other vegetation cuttings is not required to be removed from the right-of-way nor is the Contractor required to rake or pick up the cuttings.
  - Pick up and remove from the right-of-way of any obstacle and/or debris such as paper, cardboard, wood, tires, and other items in the mowing area that cannot be traversed by the mowing equipment. It is the Contractor's responsibility to remove any foreign item that could be torn, ripped, scattered or further sub-divided by the mower that is not part of the natural terrain. Contractor shall exercise the necessary care to prevent creation of litter by its operation.
  - Small trees less than 2-inches in diameter shall be mowed or removed by the contractor to maintain a continuous mow. Trees in the mowing area greater than 2-inches in diameter shall be removed by the District.
  - Should rutting or levee degradation occur, the Contractor may be required to modify equipment accordingly.
  - All gates shall be opened and closed by the Contractor. It is the Contractor's responsibility to keep the area secured during all mowing operations. The Contractor shall immediately secure (lock) all gates and entry barriers as soon as the equipment has been moved through the gate. The Contractor may be held liable for livestock that escape and/or damage that occurs as a result of negligence and failure to secure the ROWs in a timely manner.

District Responsibilities:

- Conduct a prework conference with the Contractor to discuss all aspects of the work.
- Issue a Work Order prior to mowing commencement.

- Meet with the Contractor after the Work Order has been issued and discuss any concerns with completing the mowing cycle(s).
- Solicit a proposed schedule for completing all work identified in the Work Order.
- Solicit a weekly progress report.
- Provide contractor with appropriate Mowing Tracker Phones and provide instructions and support. Review mowing tracks several times a week, as they are uploaded by the contractor.
- Supply Chubb keys or lock combinations for District gates. The Contractor is liable for any locks or keys that are missing during mowing operations; and may be invoiced at the current replacement cost for each missing lock or key.
- Provide staff to conduct quality control inspections of all mowing operations, before, during and after mowing, and invoice verification upon completion of work.
- Provide maps of each property and areas, including type of mowing service (Standard or Levee Large Machine Mowing) that shall be performed. These maps will be provided via GIS on a District provided webpage and through a mowing tracker application loaded on the District provided phone. See Appendix D for instructions on how to access the maps.

#### VI. TIME FRAMES AND DELIVERABLES:

Contractor shall mobilize and initiate mowing within 7 days of work order's effective date unless a specific date is provided in the work order or has been mutually agreed upon by the District's Project Manager.

The mowing operation is limited to daylight hours and by the hunting schedule on specific properties. At the direction of the project manager, some areas may be excluded from mowing on certain days if it conflicts with other activities. Any deviations from the proposed schedule must be approved by the project manager prior to commencement of work.

The project manager or representative will be responsible for inspection and approval of the quality of work being accomplished. In the event of unsatisfactory work, Contractor shall take corrective action in these areas so that the total mowing cycle may be completed in a satisfactory manner.

Contractor is responsible for providing a monthly work schedule to the project manager prior to initiating each work order. Contractor shall also provide a weekly progress report of completed work. This notification is necessary to arrange verification of completed work by District's inspection staff. Specific protocols and procedures for notification and verification shall be determined by the project manager and agreed to by the Contractor at the pre-work conference.

~~It is the District's expectation that every effort be made to complete the mowing of all areas within each property every cycle. The District understands that there will be times when weather, obstacles, or other unforeseen circumstances prevent the contractor from mowing all areas within a property each cycle. Therefore, should the contractor mobilize to a property and all attempts have been made to complete the work but due to circumstances beyond their control, certain areas cannot be accessed, the contractor will be paid for all areas within that particular property. This will be agreed to in writing with the project manager prior to the Contractor leaving the property. The reasoning behind this is that the grass will continue to grow, and future mows will be more difficult to complete should a cycle be missed. In addition, we understand that part of each mow includes the contractor's mobilization and demobilization to individual properties and not being compensated for a portion of that work can have a negative financial impact on the Contractor.~~

However, if the project manager informs the Contractor that a property cannot be mowed or does not need to be mowed, the contractor will not be compensated for any mowing associated with that property for that cycle. However, at the District's discretion, the contractor may be compensated during the next cycle 1.25 times their per acre rate to account for the additional time/work required to complete the mowing. Several factors will go into this decision including the time between cycles, height of the grass, etc. and will be discussed with the contractor prior to the next mowing cycle.

Invoices shall be submitted in accordance with individual Work Orders (or requests) for each property completed and accepted by the project manager or representative based on the Cost Schedule.

ATTACHMENTS:

Figure 1 – Mowing Limits

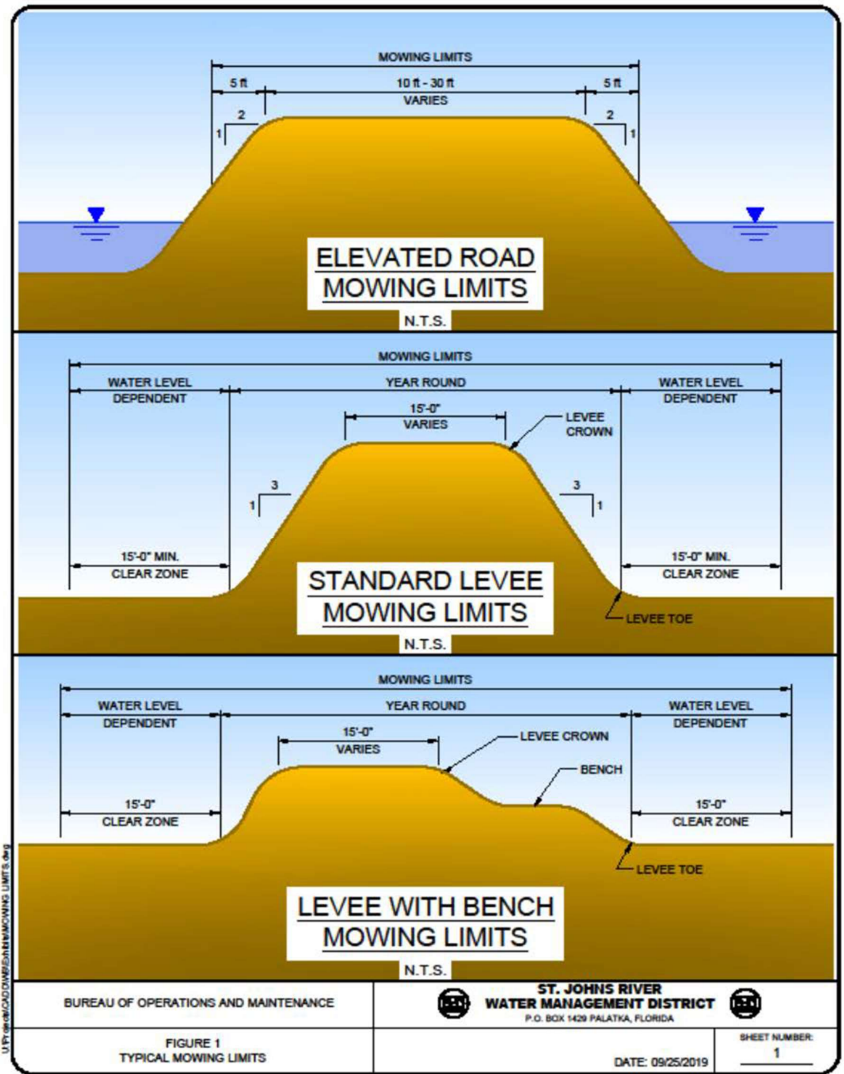
Appendix A – North, North Central, South Central, Southwest, West and South Regions mowing location(s) acreage, and frequency

Appendix B – 2022-2023 Hunt Season Dates

Appendix C – Mowing Tracker Instructions

Appendix D – Instructions for accessing mowing maps, SJRWMD Contract Mowing FY2023 Procurement Large Machine

FIGURE 1



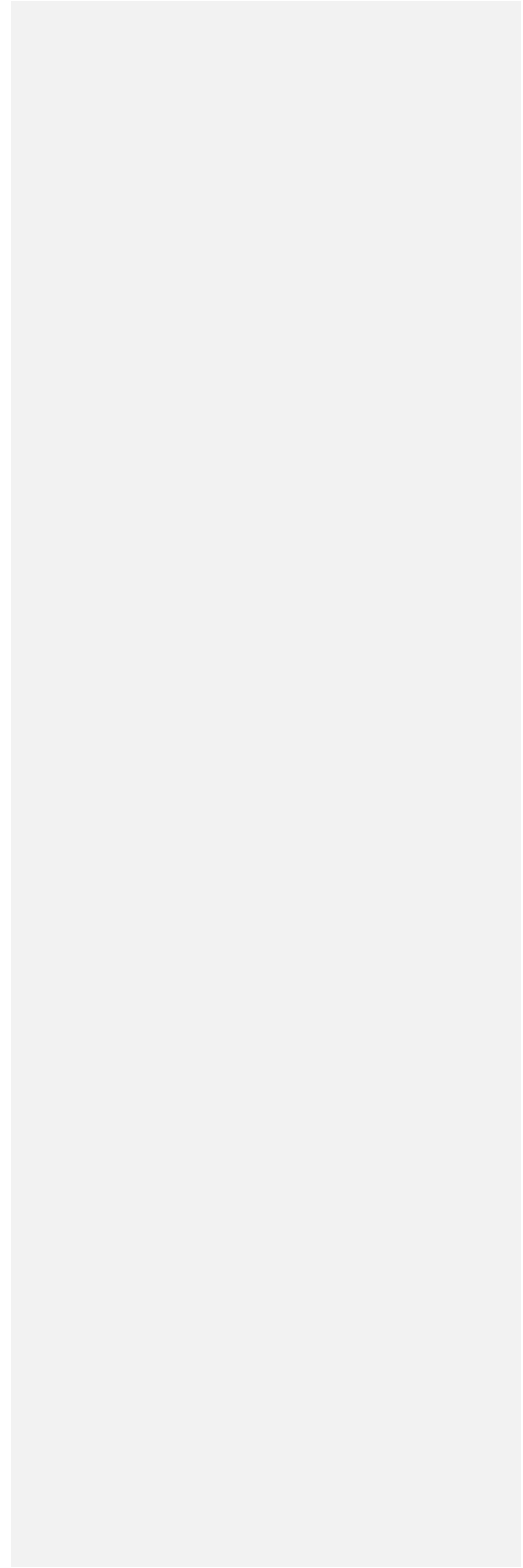
APPENDIX A

North, North Central, South Central, Southwest, West and South Regions mowing location(s),  
acreage and frequency

**Upload separate**

APPENDIX B  
2022-2023 HUNT SEASON DATES

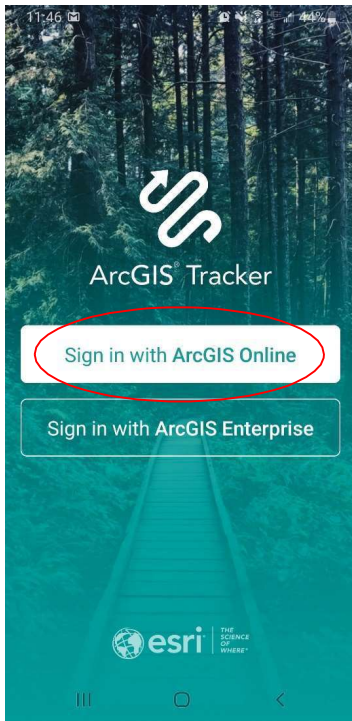
**Upload separate**



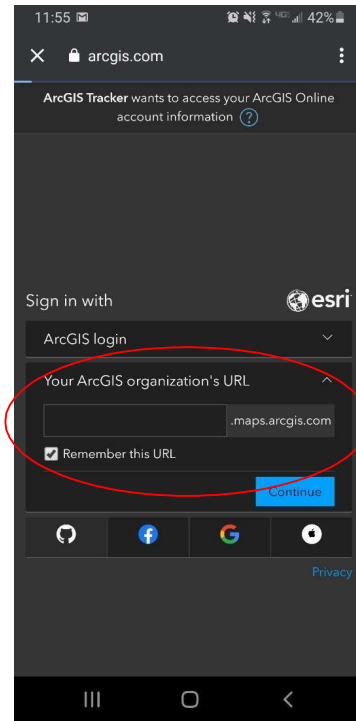
## APPENDIX C

### Mowing Tracker Instructions

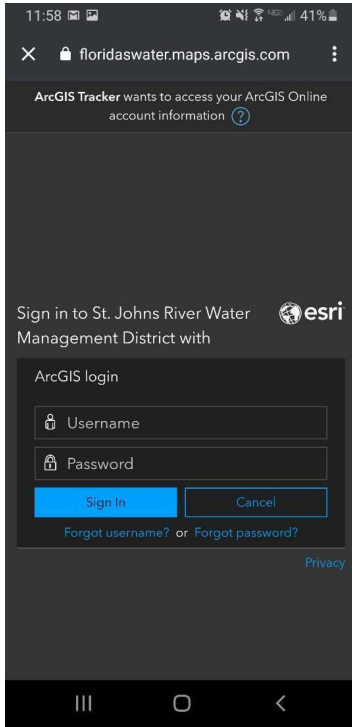
# ArcGIS Tracker Instructions



Open the Tracker application and choose the option to ***Sign in with ArcGIS Online***.



Enter ***floridaswater***.maps.arcgis.com for the organization's URL.



Locate the label on the provided phone and enter the corresponding login information when prompted:

**Username:** mower1\_sjr

**Password:** MowingContractor1

OR

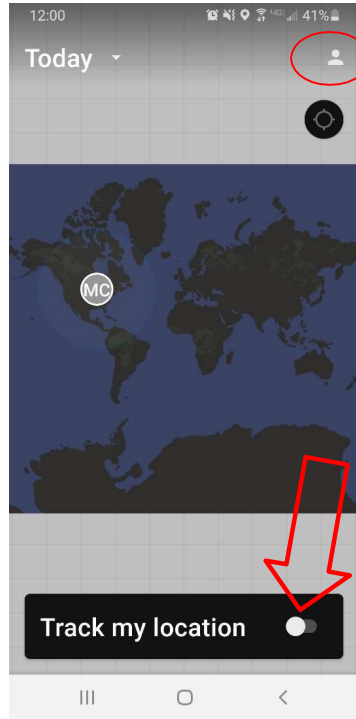
**Username:** mower2\_sjr

**Password:** MowingContractor2

OR

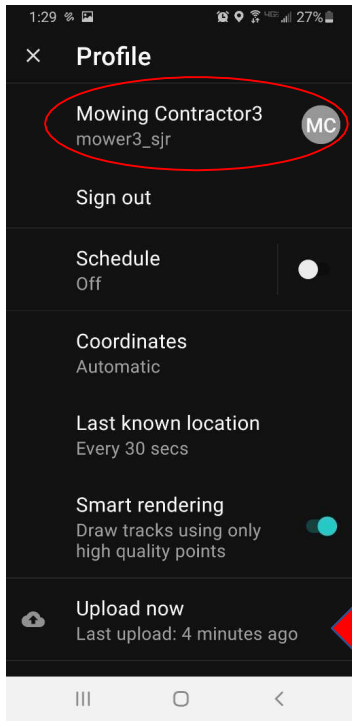
**Username:** mower3\_sjr

**Password:** MowingContractor3



Enable *Track my location* and click on the user profile icon to view settings.

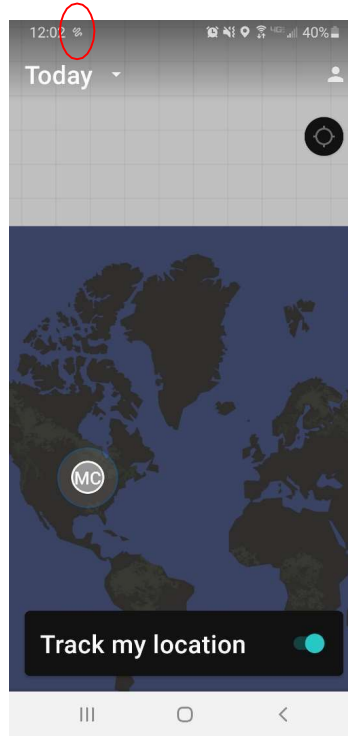




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Enable *Smart rendering* and set *Last known location* to “*Every 30 secs*”. When initially getting familiar with the application, periodically verify that the phone has recently uploaded data. If it hasn't tap *Upload now*.

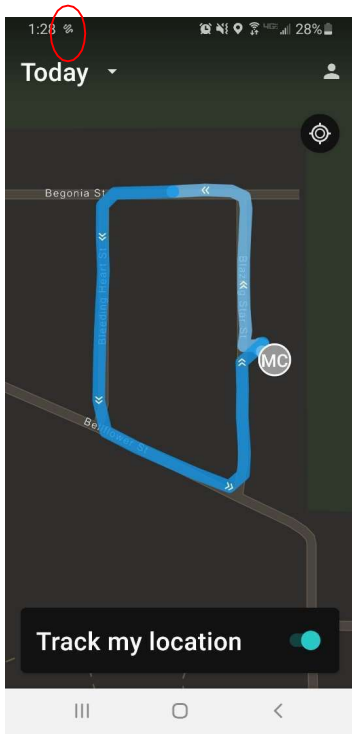
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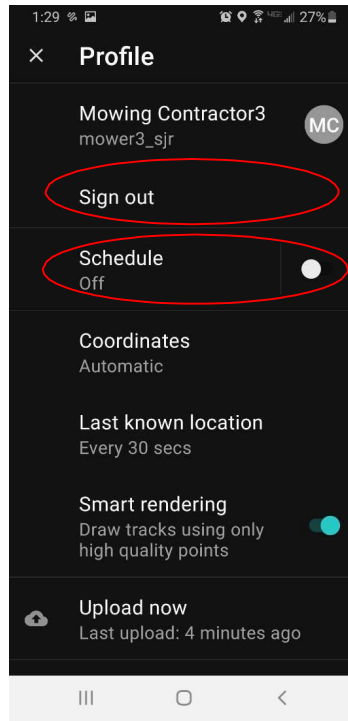
The Tracker icon seen at the top of the screen indicates that the application is now collecting data.

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You should now be able to see your tracks update when the application is open. You can also choose to close the application and allow it to operate in the background.

*NOTE: If the Tracker squiggle icon is present, the application is still collecting data.*



To completely exit out of the application so it is no longer collecting data, click on your user profile and **Sign out**. If you prefer, there is also the option to schedule when the Tracker application starts/ stops collecting data

## APPENDIX D

### Instructions for Accessing District Mowing Maps

Access the mowing maps by typing the following address into a web browser:

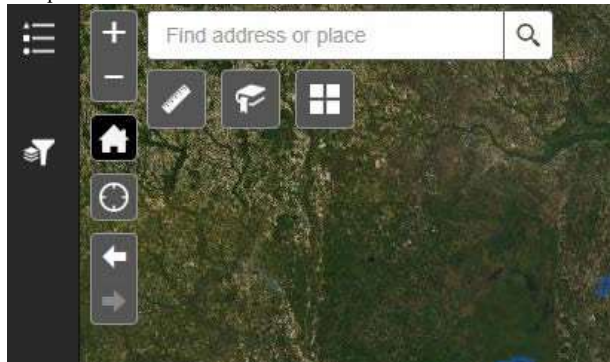
<https://floridaswater.maps.arcgis.com/apps/webappviewer/index.html?id=7cd42268cc0147dab214c424029d9325>

The page will open to a GIS aerial map of Florida in the background, with a splash screen on top which looks like this:



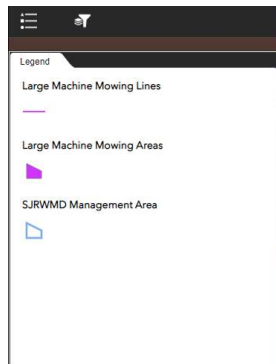
Click the blue “OK” button in the lower right corner to turn off the splash screen.

- The default view is zoomed out such that all of the District’s management areas can be seen on the map. In the upper left corner of the map you will find the following buttons, which provide tools for using the map:

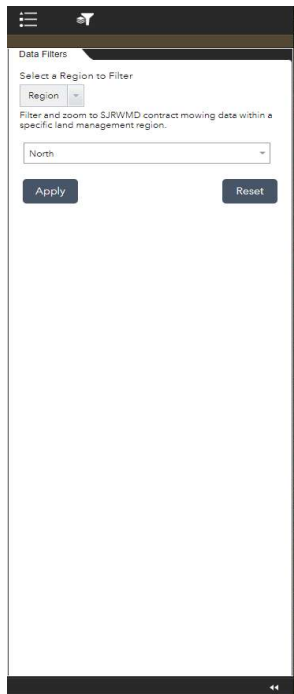


Hovering your mouse over each button will tell you what the button will do.

- The menu button on the upper left will display a legend, showing features that are presented on the map. For this map it includes the following:

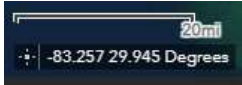


- The Data Filter button allows the map to zoom to specific mowing regions. For instance, if you select “North” from the drop down box, then click “Apply”, the map will zoom to display all of the District’s properties in the North mowing region. Not all properties include mowing. The magenta lines and polygons show the actual areas to be mowed.



If you want to shrink the legend and data filter menus, click the double arrow at the bottom of

- Clicking and holding your mouse button on the map will allow you to pan the map. Similarly, clicking on the map and then using the arrow keys on your keyboard will allow you to pan.
- In the lower left corner there is a map scale and latitude/longitude coordinate for the location of the mouse arrow.



- The plus/minus buttons allow you to zoom in and out. Alternatively, if you have a mouse with a wheel, you can use the wheel to zoom in and out.



- The small "home" icon will position the map back to the default extents showing the entire district.



- The button with the small circle will zoom the map to your current location. After you have clicked this button, it will appear as a white square.



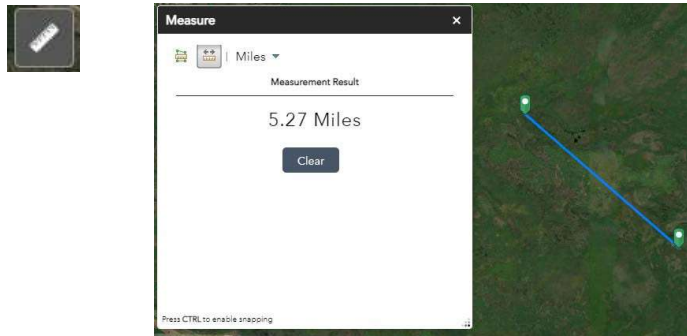
- The arrow buttons at the bottom of the menu will zoom the map to the previous view. This is helpful if you have zoomed in to look at something specific and want to revert to a previous view.



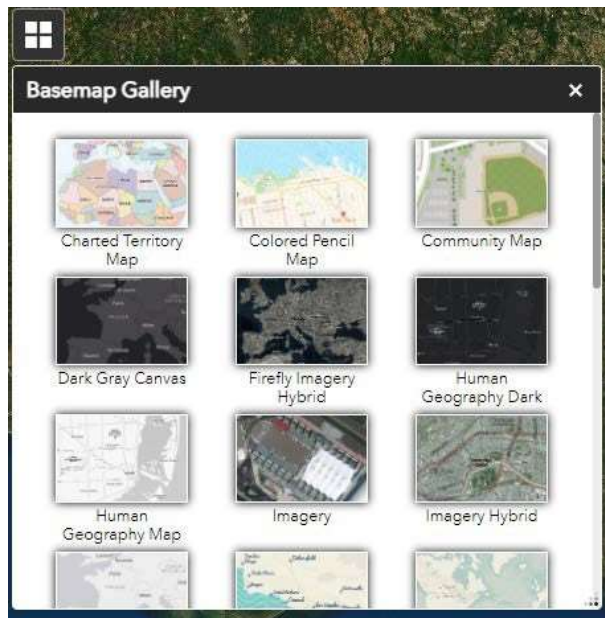
- The search box allows you to do a global search.



- The ruler button allows you to make area or length measurements. You select which type of measurement you want to make, then click on the map, drag your mouse to create the path or area you want to measure. To complete the measurement, you must double click your mouse. Hitting the “clear” button, removes the measurement from the map.



- The button with the four small boxes allows you to change the look of the base map. While the aerial is the default, you can choose from a number of other options like street maps or topographic maps. We suggest using the aerial (designated as “Imagery”) will provide the cleanest view.



- When you have zoomed to the region you are interested in, zooming in further will reveal more details. You will be able to see road names as well as roads and areas to be mowed. These will correspond to the mowing tables provided in Appendix A of this Statement of Work.
- Clicking on a mowing line (magenta) will bring up a dialog box that provides details about that road, including Management Area, Region, Road Name, Maintenance Category, Large Machine Mowing Type (Standard or Levee), Maintenance Cycle (mowing frequency), Width, Length and Area. The following is an example of this dialog box.

Large Machine Mowing: Road 4	
Management Area	Gourd Island Conservation Area
Region	North
Road Name	Road 4
Maintenance Category	Contract Mowing
Large Machine Mowing Type	
Maintenance Cycle	Modified Monthly
Width (feet)	15.00
Length (miles)	1.90
Length (feet)	10,032.00
Acres (calculated)	3.50
Comments	Updated July 2022
Edited by sturent_sjr on 7/6/22 at 7:29 AM	
***	

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor’s General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the “District”) as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker’s compensation or employer’s liability act; (2) endorsement to give the District no less than 30 days’ notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers’ Compensation Insurance.** Workers’ compensation and employer’s liability coverage, including maritime workers’ compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers’ compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers’ Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District “Affidavit (Non-Construction)” for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an “Occurrence Basis,” with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) Automobile Liability. \$500,000 combined single limit.

(d) Pollution/Environmental Impairment Liability Coverage

- (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
- (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

(e)

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ATTACHMENT D — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Steven Turrentine, Project Manager

CONTRACT NUMBER: 38261

CONTRACT TITLE: Standard and Levee Large Machine Mowing Services

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

**Contractor's approval: (choose one of the items below):**

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

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

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

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven Turrentine, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
LaDonna Johnson, District Associate Procurement Specialist

c: Contract file  
Financial Services

ATTACHMENT E — SAMPLE WORK ORDER  
WORK ORDER AUTHORIZATION

Contract number: \_\_\_\_\_ Contract name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Project name: \_\_\_\_\_

Work Order encumbrance number: \_\_\_\_\_

Work Order funding limit: \$ \_\_\_\_\_

To:

Annual funding limit (FY _____)		\$
Prior total	\$	
Current W.O. amount	\$	
Total amt. to date	\$ 0.00	
Balance available		\$ 0.00

From: Steven Turrentine, Project Manager

Type of Work Order:

- Type 1 (hourly)
- Type 2 (fixed price) \$ \_\_\_\_\_
- Type 3 (not to exceed) \$ \_\_\_\_\_

Work Order Manager (if appropriate):

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

**Description of Work:** \_\_\_\_\_ All work shall be accomplished in accordance with the attached Statement of Work, Attachment A. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted to the Director, Office of Financial Services.

Special note: \_\_\_\_\_

**Commencement Date:** Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District on \_\_\_\_\_. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

**Completion Date:** All work pursuant to this Work Order shall be completed by \_\_\_\_\_ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20\_\_\_. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a ten percent penalty if submitted later than October 30, 20\_\_.

\_\_\_\_\_  
District Date

Acceptance of terms and conditions:

\_\_\_\_\_  
Contractor Date

ATTACHMENT E - CONTRACTOR'S AFFIDAVIT – FINAL PAYMENT

District Contract No.: \_\_\_\_\_

Contractor's Affidavit – Final Payment

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me the undersigned authority personally appeared \_\_\_\_\_  
who being sworn, deposes and says as follows:

- 1 I am the \_\_\_\_\_ (title of affiant), of \_\_\_\_\_ (name of contractor's business), which does business in the State of Florida, hereinafter referred to as the "Contractor."
- 2 Contractor, pursuant to the contract referenced above, (the "Contract") with the St. Johns River Water Management District, (the "District"), has furnished or caused to be furnished labor, material, and services for goods and services as more particularly set forth in the Contract/Work Order.
- 3 That all work to be performed under the Contract/Work Order has been fully completed in accordance with the Contract/Work Order documents.
- 4 That all laborers, subcontractors and material suppliers, used directly or indirectly in the prosecution of the work covered under this Contract/Work Order, have been paid in full by the Contractor in accordance with section 218.735, Florida Statutes.
- 5 All taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax), as amended, have been paid and discharged.
- 6 That there are no suits pending against the Contractor or anyone in connection with the work done and materials furnished or otherwise under this Contract/Work Order.
- 7 Contractor has provided the District with all releases of labor and material cost liens arising from Contractor's performance of the work covered by this Contract/Work Order, including Contractor and any subcontractor(s), and that the releases and receipts include all labor and material cost for which a lien could be filed.
- 8 This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the District under Florida law, Contractor expressly agrees to indemnify, defend and hold harmless, release, and forever discharge the District from any and all liabilities, damages, losses, and cost, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or material suppliers who might claim that they have not been paid for services or material furnished by or through Contractor in connection with the work performed under the Contract/Work Order.
- 9 Contractor makes this Affidavit for the express purpose of inducing the District to make final disbursement and payment to Contractor.

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Contractor Title

Subscribed and sworn to before me by means of  physical presence or  online notarization this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

My Commission expires: \_\_\_\_\_

ATTACHMENT F - CONTRACTOR'S AFFIDAVIT – NON-FINAL PAYMENT

District Contract No.: \_\_\_\_\_ District Work Order No.: \_\_\_\_\_ (if applicable)

Contractor's Affidavit – Non-Final Payment

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me the undersigned authority personally appeared \_\_\_\_\_  
who being sworn, deposes and says as follows:

- 10 He or she is the \_\_\_\_\_ (title of affiant), of \_\_\_\_\_  
(name of contractor's business), which does business in the State of Florida, hereinafter referred to as  
the "Contractor."
- 11 Contractor, pursuant to the contract referenced above, (the "Contract") with the St. Johns River Water  
Management District, (the "District"), has furnished or caused to be furnished labor, material, and  
services for goods and services as more particularly set forth in the Contract/Work Order.
- 12 That all laborers, subcontractors, and material suppliers, used directly or indirectly in the  
prosecution of work covered by any previous invoice for payment under this Contract/Work Order,  
and for which payment has been received from the District, have been paid in full by the  
Contractor in accordance with section 218.735, Florida Statutes.

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Contractor Title

Subscribed and sworn to before me by means of  physical presence or  online notarization this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature  
My Commission expires: \_\_\_\_\_