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DATE: June 13, 2022

TO: Prospective Respondents

FROM: Amy Lucey, Procurement Specialist

SUBJECT: Addendum #1 to Invitation For Bid, # 37839, Lock Tending Contract 2022-2025

The following clarifications/changes are provided for your information. Please make all appropriate changes to your bid documents. Note: changes are reflected with original language shown with strike-through and new language is underlined.

Attachment A – Statement of Work, pages 43 through 83 are deleted and replaced with the attached Statement of Work.

Attachment: Attachment A – Statement of Work Addendum 1

NOTE: The Bid Due Date remains 2:00 p.m., Thursday, June 30, 2022

Please acknowledge receipt of this Addendum on the Bid FORM provided in the proposal package.

If you have any questions, please e-mail me at <u>alucey@sjrwmd.com</u>.

ATTACHMENT A STATEMENT OF WORK

LOCK & DAM SERVICES FOR THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT'S NAVIGATIONAL LOCKS & DAMS

I. INTRODUCTION/BACKGROUND

The District is responsible for the safe operation and maintenance of three waterway navigation locks and dams located within the Ocklawaha River Basin. The locks and dams are in operation the entire year, unless conditions require temporary closure for safety reasons. The three locks are located at:

- Apopka Lock & Dam, 16400 County Rd. 48, Mount Dora, FL., 34705.
- Burrell Lock & Dam, 10499 Lock Rd. Leesburg, FL., 32757.
- Moss Bluff Lock & Dam, 9685 Southeast Highway 464C, Ocklawaha, FL 32179.

The locks provide for vessel passage through the Ocklawaha River, Haines Creek and the Apopka-Beauclair Canal and are controlled by upstream and downstream miter gates and slide gates. The lock chambers' approximate measurements are Apopka - 15 feet wide by 67 feet long; Burrell – 28 feet wide by 74 feet long; and Moss Bluff - 30 feet wide by 154 feet long and all locks provide a minimum estimated depth of six feet. They are operated seven days per week during the hours specified in this Statement of Work.

The three locks have dams adjacent to them with multiple gates to manage water-control stages. Many times, the Lock Tender will be required to adjust the dam's gates upon request by the District's Water Control Engineer. This combination of tasks is herein referred to as "Lock & Dam Operations". Selected locks have a designated residence for the Lock Tender to occupy, in accordance with a duly executed Lock Tender Residence Agreement.

II. SCOPE OF WORK

Contractor shall provide all management, supervision, education, training, labor, and all materials and equipment necessary to fulfill the duties and responsibilities of the Lock & Dam Operations required for the District's three locks and dams. General operations of the locks and dams are detailed in Appendix A - Lock and Dam Operational Procedures and Appendix B - Staff Gauge Reading Instructions. The Contractor shall provide trained and qualified staff as follows:

- Project Manager: Individual responsible for overseeing all Contractor's staff, ensuring contract requirements are met and coordinating with District staff.
- Lock Master: Staff member fully trained, tested and qualified in the operation and maintenance of all three Locks and Dams. Provides training to other staff as necessary.
- Lock Resident: The onsite resident for the particular lock shall be trained, tested and qualified to operate at least that one specific lock and dam.
- Lock Tender: Individuals trained, tested and qualified to work at each site.

III. SUMMARY OF TASKS

This list is a summary and does not constitute all items but is intended to reference the general tasks associated with all three locks and dams.

- A. Contractor Responsibilities
 - 1. Assign a Project Manager to manage and supervise staff to operate the locks and dams every day of the year for the business hours noted in this document. The Project Manager shall also be responsible for all administrative duties associated with managing this contract.
 - 2. Within 10 days of executing the Agreement, schedule and conduct a preliminary meeting with the District's Project Manager. At this meeting, provide the District in writing a staffing list including: Project Manager, Lock Master(s), Lock Residents, and Lock Tenders.
 - 3. Schedule onsite training of all staff and a residence walk-through with the District's Project Manager. Provide in writing documentation that all staff are properly trained prior to the Contract commencement date. At a minimum, training to include: every aspect of lock and dam operations, maintenance, administrative requirements (i.e. submission of all forms and reports) and safety procedures.
 - 4. Maintain at least one Lock Master who is fully qualified and knowledgeable of the operating procedures of all three locks and dams.
 - 5. Conduct all lock and dam operational procedures, gate operations and staff gauge readings noted in Appendix A and B.
 - 6. Submit required reports and forms itemized herein for lock and dam operations (Section X.B and Appendix C) in timeframes noted. Never use white-out to correct or change entries on forms; only use a single strike-through of entry to change, then enter corrected or updated information on a separate line of the form, and initial the change.
 - 7. Photograph manatees in or near the lock and dam using digital camera loaded with memory card provided by FWC. Each month, mail the used memory card to FWC in their provided envelope, and load the new memory card they send with the envelope.
 - 8. Provide and maintain telephone and fax machine services at each lock operations building.
 - 9. Inspect safety equipment including, but not limited to, life preservers, safety ropes, fire extinguishers, and first aid kits/manuals on a weekly basis, note weekly inspections on monthly report form.
 - 10. Maintain the premises and grounds thereof in clean serviceable condition. Minor maintenance of the Lock Tender living quarters will be the sole responsibility of the Contractor and/or Lock Tender Resident per the terms of the Lock Tender Residence Agreement (Appendix D).
 - 11. Perform operational checks and services of the lock and dam in accordance with the daily and monthly maintenance checklists. Report any operational concerns or issues promptly to the District's Project Manager.
 - 12. Promptly report any security issues, boaters' complaints, or boaters' reports of any un-natural waterway issue (such as fish kills, animal mortalities, etc.) to the District's Project Manager.
 - 13. Interact professionally and courteously in all interactions with the public.
 - 14. Interact professionally with District staff on matters related to lock and dam operations and site maintenance.
 - 15. Meet with District's Project Manager upon request to review operational issues and concerns.
 - 16. Conduct quarterly inspections of the lock tender residents and lock facilities/operations with District's Project Manager. During quarterly inspection, provide written documentation that all operators are fully trained and understand all operating procedures.
- B. District Responsibilities
 - 1. Once Agreement is executed, conduct an onsite meeting with the Contractor's Project Manager. Obtain all lock resident agreements, list of trained lock personnel information and training schedule.
 - 2. Provide the Contractor with copies of operational procedures and District required forms.

- 3. Assist in training as necessary. Certify in writing that Contractor's Lock Master is fully trained. Verify in writing that all lock tenders are properly trained.
- 4. Provide living quarters at selected lock facilities.
- 5. Provide gate settings as required.
- 6. Perform preventive maintenance and major repairs of each lock and dam including lock operation facilities.
- 7. Perform major repairs associated with each Lock Resident's residence per the terms of the Lock Tender Residence Agreement (Appendix D).
- 8. Provide the physical phones and fax machines in the lock operations buildings.
- 9. Provide regularly-scheduled pest control and spraying by a certified applicator.
- 10. Conduct quarterly inspections of residences and lock facilities/operations. Confirm that all contracted staff is adequately trained and understand all operating procedures (update personnel list as necessary). Review operating procedures, inspection procedures, paperwork, contractor responsibilities, and importance of accurate reporting and documentation with lock master and lock tender on duty at each facility. Review Example Manatee Sighting Form, ensuring it is displayed in prominent position visible to all lock tenders. Provide summary in writing of each inspection to Operations Bureau Chief.

IV. PERSONNEL TRAINING AND EQUIPMENT

- A. General
 - 1. The Contractor shall provide personnel that are trained and demonstrate proficiency in the skills required to perform the Lock & Dam Operations and routine maintenance work. The Contractor shall be responsible for training each of its Lock Residents and Tenders in all aspects of the Lock & Dam Operations, maintenance, and administrative requirements. The Contractor shall develop a reserve of trained "on call" employees to provide coverage during periods of illness, vacation or other absence of the regularly assigned personnel. Only employees who have received training in each specific lock & dam operation will be authorized to provide on call service for that lock & dam. The Contractor shall notify the District within two weeks of staff changes and shall submit training documentation for new staff for the District's approval.
 - 2. All managers and supervisors including Lock Master will receive initial training in Lock & Dam Operations by the District. A new Lock Resident or Tender must train with the Lock Master and demonstrate his/her proficiency prior to beginning lock or dam operations. No Lock Tender shall begin lock or dam operations without training provided by the Contractor, and written approval of the District.
 - 3. The Contractor shall also provide each employee training in positive customer service, negotiations, and dealing with difficult people when appropriate, or following any complaints in these categories. Locally available classes may constitute training; as may classroom training provided by the Contractor, viewing of videotapes, completion of written course materials, or any other effective method of course delivery.
- B. Lock Residents and Lock Tenders Requirements The Contractor shall ensure that all Lock Residents and Tenders meet all qualifications required herein.
 - 1. Lock residents and tenders shall be at least 21 years of age.
 - 2. Lock residents and tenders shall be trained for each lock and dam they will be expected to operate and should be able to demonstrate to the District they are fully qualified and knowledgeable to perform the duties and responsibilities of this position.
 - 3. All Lock Residents and Tenders shall be mentally and physically capable to operate the locks and respond to emergency situations. They must be able to perform in extreme conditions of hot and

cold weather for extended periods of time (4-6 hours); walk above water on narrow boardwalks (30" wide); and lift, push and pull 30 lbs.

4. Lock Residents and Tenders may be evaluated on an as-needed basis by the Lock Master and/or District's Project Manager to determine their proficiency and to identify areas for additional training.

C. Uniforms

Contractor's staff on duty are required to wear uniform shirts, clearly displaying the employee's last name and the company's name/logo. Each employee shall wear attire suitable for the weather and working conditions. Shoes shall have slip resistant soles, preferably with ankle support. Their appearance must be clean and appropriate to their status as District representatives.

D. Equipment

If the Contractor provides cell phones at each lock site for communications purposes, the Contractor shall be responsible for replacement or repair of these cell phones if necessary due to theft, negligence or loss of any kind.

The District will furnish and replace all flags as necessary for lock facilities including the United States flag and the State of Florida flag.

V. DISTRICT-OWNED HOUSING

At specified locations, the District may provide onsite housing, unfurnished, except for a stove and a refrigerator. These houses shall be used solely as living quarters for the Lock Resident and his immediate family. Occasional family visitors are permitted to stay in housing for up to 30 days. The Lock Resident shall obtain permission from the District, in writing, for longer visits. The Contractor shall ensure that the Lock Resident maintains the premises and grounds thereof in good condition and shall reside on-site within the house provided. The Contractor shall be responsible for all utility service bills associated with each residence.

Prior to inhabiting any residence, the Lock Residence will be required to sign a Lock Tender Residence Agreement (see Appendix D). Maintenance, repairs, and other conditions associated with the Lock Residences shall be in accordance with the terms of the Lock Tender Residence Agreement.

VI. COMMUNICATIONS

A. Operational and Quality Control Meetings

The Contractor's Project Manager or representative shall participate in quarterly operational review meetings and/or upon request with the District's Project Manager or representative. The purpose of these meetings is to discuss operations, contract procedures, forms and reports, inspect facilities including lock tending residence, resolve any contractual issues, reconcile forms, etc.

B. Posting Notices

Contractor shall post notices provided by the District and maintain the bulletin boards located in the control houses in a clean, orderly and current manner. The Lock Tender shall post all informational notices delivered by the District upon receipt.

VII. CONTRACTOR CONDUCT

A. Visitors While on Duty

Visitors are welcome to visit the lock and observe the lock operations from designated areas. No visitor or relative of the Contractor or the Lock Resident/Tender shall be permitted in the control houses of the lock or work area at any time.

B. Pets

Contractor shall require the Lock Resident/Tenders to control their domestic pets by means of a leash or restrained inside a security fence. No more than two domestic pets may be kept at each Lock Resident's residence. No pets are permitted at any of the navigation locks. The District's Project Manager must approve any deviance from this restriction.

C. Tobacco Use

The District has a tobacco free workplace policy that prohibits tobacco use on District properties and in District facilities. Therefore, no tobacco use is permitted inside of the fenced in area around the lock and dam structures, facilities, residences, and other enclosed areas.

D. Firearms

The Contractor shall require that no firearms or other weapons be permitted on District property other than within the residence or the Lock Resident or Tender's personal vehicle and in compliance with applicable laws. No firearms or weapons shall be within any other District facility such as the control houses or generator rooms. The District shall assume no liability in connection with the Lock Resident or Tender's possession of firearms or weapons of any type.

E. Standards of Conduct

The Contractor shall ensure that its employees conduct themselves in a professional manner and shall take such disciplinary action with respect to employees as may be necessary. Possession or indication of the use of illegal substances or alcohol by Contractor, any subcontractor, or employee thereof, while performing services pursuant to this Agreement shall result in immediate removal and replacement of said individual. Contractor agrees to have any employee suspected of using illegal substances drug tested within 24-hour upon written request of the District's Project Manager. In addition, the Contractor shall discharge any employee who, in the opinion of the District, is objectionable or incompetent. The removal of any employee shall not be made the basis of a claim for compensation or damage against the District.

VIII. MAINTENANCE AND REPAIR

A. Locks and dams, generators and control houses

The District is responsible for the structure's monthly preventative maintenance and services, all major repairs to locks, dams, and the Lock Resident residences. This includes mechanical and electrical maintenance, gate pulls, and structure overhauls. The District shall also perform all scheduled maintenance at the structures.

Contractor shall perform minor maintenance and repair of both the residences and water control structures including, but not limited to, daily cleaning of the lock and dam control facilities, minor painting and removing algae from lock ropes and ladders. Other maintenance requests shall be submitted through the Contractor's Project Manager.

When applicable, repairs to residences may be beyond the capabilities of Contractor and District staff and a third-party contractor is required. In these instances, all work shall be coordinated through and by the District. The type of work being completed will determine which entity will pay for the repair.

The Lock Tender shall start and run the structure generators for one hour every week, unless otherwise instructed by the District's Project Manager. A record shall be kept of the date, time, and run time hours

of the generator test and provided monthly to the District's Project Manager. During the generators' run time, the lock gates shall be exercised to ensure that they will work during an emergency.

B. Housekeeping

The Contractor shall be responsible for the on-site cleanliness of all features of the control houses and other buildings as applicable at each site. The buildings shall be swept daily and mopped not less than once per week. All trash receptacles shall be emptied daily. Restroom facilities shall be cleaned and sanitized daily. Cleaning shall include but is not limited to the removal of insect nests, dead wildlife, dust, dirt, spider webs, trash and debris, algae formations, graffiti, spilled oil and grease, and rust. Trash and debris disposal shall be the responsibility of the Contractor.

C. Yards and Grounds

The Contractor shall be responsible for keeping the navigation lock site neat, clean, mowed, trimmed, pruned, watered, and free from all trash and debris. All rubbish will be removed on a weekly basis, at the minimum. No burning will be allowed at any location without specific authorization from the District and local authorities. The Contractor shall implement a recycle program in accordance with local regulations.

Site mowing shall be performed by the Contractor in the area between the navigation lock and the boundary fence on the lock residence side of the structure compound including all areas within the fences. Additionally, site mowing shall be performed in the area between the dam structure and boundary fence at the Apopka and Burrell Locks. These activities shall be performed weekly from April through December and at least monthly from January 1 through March 31. For those areas without a fence, vegetation control activities shall be done around all buildings and structures. The Contractor will provide all necessary equipment for maintenance of the yards and grounds. Maintenance, repair and replacement of this equipment are the responsibility of the Contractor. The District shall be responsible for all terrestrial work including spraying and chemical applications for trees, structures and ditches including all areas between the boundary fence and the water line.

IX. INSPECTIONS

A Structures

The District shall inspect the lock and dam structures quarterly to ensure proper operation and maintenance of the structure and its machinery. The District shall inspect the living quarters quarterly and/or upon change of occupant.

Other inspections shall be performed, if warranted or requested, to determine the need for maintenance or repair. Notice (7 days) shall be provided prior to all inspections of living quarters. Should deficiencies be identified, the District will notify the Contractor in writing and the Contractor will have 30 days to correct the deficiencies if caused by the Contractor's employees.

The District shall repair or correct any unsafe or unsatisfactory condition that it detects. If such condition is the result of the Contractor's or the Lock Resident/Tenders' failure to perform the required maintenance and cleaning specified in this Statement of Work, the District shall deduct the applicable charges from the Contractor's monthly invoice.

B Manatees

The Contractor shall perform purposeful inspections of all upstream and downstream waters of both the Lock and Dam for the presence of Manatees. A minimum of three inspections per day are required; more frequent inspections are preferred. The minimum inspections shall be performed "morning, noon, and night", i.e., upon opening the facility at first arrival in the a.m., around mid-day, and again near closing

time. All inspections shall be documented on attached "Manatee Sighting Form", inside the <u>*Required*</u> * section, whether animals have been sighted or not. A checkmark in the box will indicate the intentional inspection was made.

If conversations occur between lock tenders and boaters, the vessel operators are to be asked if any manatees have been observed during any of their waterway travels. If so, the lock tender is to make note on the same form, stating "Report from boater" in the Comments section of the form. All other sections of the form are to be completed to the extent possible, with the information relayed by the boater.

If any boater reports the presence of any manatee that is dead, wounded, dying, or in distress, the lock tender shall immediately report such information to the District Project Manager, the District Electrical/Mechanical Specialist, FWC (888-404-3922) and Monica Ross, Senior Research Scientist at Clearwater Marine Aquarium Research Institute (407-739-9260). Such report must be documented on the sighting form as well. All Manatee Sighting Forms shall be forwarded to the District Project Manager monthly, as stipulated in X.B, below.

X. NAVIGATION LOCKS & DAMS

A. Safety Requirements

In addition to the requirements outlined in the Lock and Dam Operational Procedures, the Contractor shall be responsible for establishing and maintaining an Accident Prevention Program that adheres to federal, state, and local regulations.

The Contractor shall ensure that no Lock Resident or Tender locks airboats and outboard motor vessels in a lock at the same time. Possession and/or consumption of alcoholic beverages or illicit drugs are not permitted in the locks or surrounding premises. The premises are required to be maintained free of recognizable hazards that could cause injuries to the public or District employees. Any discrepancies noted are to be reported immediately to the District's Project Manager.

The Contractor shall always require each Lock Resident or Tender, while the lock is in operation, devote full attention to the operation of the lock and not permit any distraction in or around the control house which would divert attention from the safe operation of such lock structure.

B. Forms and Mailings

The Contractor shall be responsible for providing an accurate daily log of all vessels utilizing the lock on forms that shall be supplied by the District. In addition, the Contractor shall be responsible for ensuring that each of its Lock Residents and Tenders complete and maintain all forms the District deems necessary and that these forms are forwarded to the District's Project Manager at the frequency established by the District. The District will provide the Contractor with "master copies" of all required District forms and the Contractor will be responsible for reproducing and distributing these forms to each lock location. The Contractor shall retain copies of all completed forms for the duration of the Agreement. The following forms, at a minimum, will be required at the frequency indicated (see Appendix C for sample forms):

1.	Water Control Structure Log	Update Daily/File Monthly
2.	Register of Vessel Traffic	Update Daily/File Monthly
3.	Manatee Sighting Report	Update Minimum Three Times Daily/File Monthly
4.	Manatee photography	Photograph manatees each sighting/Mail data card monthly (no form – see Section III.A.7 above)
5.	Accident/Incident Report	As Required/File Within 24 hrs.
6.	Daily Preventive Maintenance	Update Daily/File Monthly
7.	Monthly Preventative Maintenance	Update Monthly
8.	Generator Operations Log	Update As Used/File Monthly
9.	Lock Tender Call-In Process	Daily Water Control Structure Log

10. National Weather Service form B-91 Update daily/Mail in self-addressed envelope monthly

C. Operation of Telephone and fax machines

The District will provide the phone and fax machine in the lock operations building. Time-sensitive orders for repositioning the flood control gates of the dams will be conveyed to the Lock Tenders via the fax machine, thus they must be capable of receiving and executing the instructions contained on the faxes. Each Lock Tender shall be knowledgeable in the operation of the telephone and fax machines.

D. Inspections

The Contractor shall complete routine inspections of all facilities to ensure compliance with the terms of the Contract.

E. Commercial Transactions

The conduct of any public business, private business or solicitations within the confines of the District property that is not directly related to performance of this Contract including, but not limited to, the sale or purchase of any goods or services to/from the public, via face to face, online auctioning, or any other electronic transaction methods via Internet devices, is expressly prohibited, unless prior written approval is obtained from District's Project Manager.

XI. HOURS OF OPERATION

The Contractor shall require that each Lock Tender be responsible for the operation of their lock and dam during the hours of operation shown below. Operation of the locks shall always be provided for the passage of vessels within these hours, unless construction or emergencies prevent them. These hours are set forth in the Code of Federal Regulations CFR Title 33 Part 207.169, 207.170, 207.170a, 207.170b. The Contractor shall be responsible for providing relief staff for during any mandatory breaks or lunch times with no interruption in services for the lock or dam operations for the entire period. All locks' hours of operation are:

Oct. 15 through Feb. 15: 8:00 A.M. to 6:00 P.M. Feb. 16 through Oct. 14: 7:00 A.M. to 7:00 P.M.

Lock availability and services must be provided to the exact closing time(s), NO early departures are permitted.

XII. DISTRICT MANAGERS and ENGINEERS FOR LOCKS AND DAMS

Project Manager/Water Control Engineer: Matt Forhan, PE: Cell 904-673-7841 Operations: Rayford McCain, Program Manager: Cell 321-212-9329 Operations : Daniel Brock, Field Supervisor: Cell 352-303-2986 Operations: John Donohue, Electrical/Mechanical Specialist: Cell 352-303-2989

APPENDICES:

Appendix A - Lock & Dam Operational Procedures

Appendix B - Staff Gauge Reading Instructions

Appendix C - Forms and Reports

Appendix D – Lock Tender Residence Agreement

APPENDIX A LOCK & DAM OPERATIONAL PROCEDURES

I. LOCK and DAM OPERATIONAL PROCEDURES

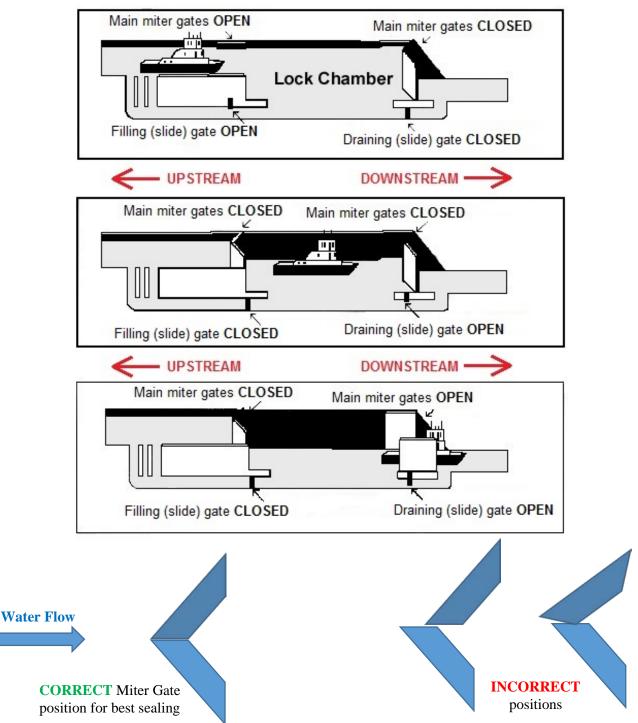
This section outlines the general daily operations for all locks and dams.

- A. At the beginning of each day:
 - 1. Raise Flags.
 - 2. Activate traffic lights and boat horns during business hours.
 - 3. Observe and record upstream and downstream water level readings (see Appendix B Staff Gauge Reading Instructions)
 - 4. Record rain gauge readings.
 - 5. Visually inspect all waters surrounding lock and dam vicinity for Manatee presence/activity, recording any on Manatee Sighting Form at every occurrence. Strictly adhere to instructions on EXAMPLE Manatee Form
 - 6. Visually observe and confirm gate positions for all spillway gates. Compare all gate settings to previous day's positions. Unless a gate change request has been received, the gate setting should be exactly the same as previous. If unauthorized tampering with the gate positions is suspected, phone the District's Project Manager immediately.
 - 7. Enter data on daily Water Control Structure Log.
 - 8. Phone the water control phone number: 386-312-2303, leave message noting the water levels, rainfall, and gate positions data (see Call-In Process in Appendix D) for example of this information.
- B. Throughout the day:
 - 1. Perform site inspections, checking lock and dam structures for unusual conditions and/or damages such as bank erosion, debris blocking lock or dam, hydraulic leaks, cracks in structures, depressions, etc.
 - 2. Visually inspect all waters surrounding lock and dam vicinity for Manatee presence/activity, recording any on Manatee Sighting Form at every occurrence.
 - 3. Visually check TV monitors, lock mirrors, etc. for proper function and damage. Promptly report any issues noted to the District's Project Manager.
 - 4. Perform vessel lockage and spillway gate changes as necessary throughout work hours.
- C. At the end of each day:
 - 1. Lower flags.
 - 2. Deactivate lights and boat horns.
 - 3. Visually inspect all waters surrounding lock and dam vicinity for Manatee presence/activity, recording any on Manatee Sighting Form at every occurrence.
 - 4. Remove any personal materials or debris, prepare facility for next personnel.
 - 5. Lock gates.

II. LOCK OPERATIONS

- A. General Instructions.
 - 1. Vessel locking can be accomplished safely and speedily only if vessel operators and Lock Tenders (any person operating lock) have a mutual understanding of the process, follow regulations and procedures and practice courtesy. The Lock Tender has the responsibility to ensure that proper locking procedures are followed, and are applicable to all three locks: Apopka, Burrell, and Moss Bluff.
 - 2. The proper operation of the locks is a very visible public process, and the public expects and must always receive courteous and safe treatment at the hands of the Lock Tender. This is absolute in providing a safe and courteous passage for the public and their vessels. The Lock Tender must provide the public with a positive image of the District. Lockage of their vessels may be the only contact that the public has with District functions and must be done with professionalism.

- 3. A Lock Tender's failure to observe and direct vessels entering and leaving the lock could result in serious damage to the vessel or the lock structure. During the lockage cycle, especially the filling or emptying operations, many things can happen that would require quick action by the Lock Tender. A Lock Tender must remain alert, aware of their responsibilities and attentive to operational procedures. The lockage of any vessel requires the full attention of the Lock Tender; from the time the vessel or tow enters the lock approach for passage until it safely exits the lock approach. A tow is defined as any vessel, barge, skiff, floating work surface or structure designed for operation in or upon water that is non-powered or which its propulsion system is in-operative.
- 4. If it becomes necessary for the Lock Tender to leave the operating area, the lockage of any vessel(s) within the lock chamber must be completed. No other vessel(s) are to be allowed into the lock chamber until the Lock Tender can return to the facility.
- 5. The Lock Tender must remain near the control house when any operational equipment is in motion, and constantly observing if any manatees are present.
- 6. Inattention to duties will be considered willful negligence and may result in disciplinary action.
- 7. In the case of malfunction of equipment or failure of power, the Lock Tender will make every effort to correct the issue. If this effort does not correct the situation, the Lock Tender will call the District's Project Manager or Operations Manager for assistance. If necessary, a mechanic will be contacted to make emergency repairs. The District's Project Manager consent will be obtained before operating equipment with any bypass switches.
- 8. Lock Tenders will be in the proper uniform as specified by the contract and be as neat in appearance as conditions permit when performing duties.
- 9. Lock Tenders will practice courtesy to vessel operators, crew members, and general public at all times.
- 10. Detailed instructions regarding operations (i.e., control panel operations) will be provided at the time the Contract is executed.
- B. Locking Procedures
 - 1. When vessels are going downstream and the lock is empty, the "low-side" main lock miter gates and draining slide gates are closed and the lock is filled with water by opening the filling slide gates. Once water is at the same level as the upstream pool, the "high-side" main miter gates can be opened with no pressure on them from differential water levels and the boat(s) are allowed into the lock chamber. After proper mooring of the vessels in the lock, the "high-side" main miter gates and filling slide gates are closed tightly. Once closed, the draining slide gates are opened. This now allows the water to drain out of the lock chamber and floating vessel(s) drop in elevation along with the water. When the lock chamber water level has dropped to the same level as the downstream pool the "low-side" lock gates can be opened permitting the boat(s) to continue travel downstream.
 - 2. For vessels travelling upstream and the lock has been drained as described above, the "low-side" main lock miter gates are opened to allow the vessel to enter the lock. Once inside the lock the "low-side" main lock miter gates are closed, along with the draining slide gates. After proper mooring of the vessels in the lock, the "high-side" filling slide gates are opened to allow water to fill into the lock and the floating vessel(s) will rise in elevation along with the water. When the lock chamber water level has filled up to the same level as the upstream pool the "high-side" lock gates can be opened permitting the boat(s) to continue travel upstream.



3. Always be aware of lock gate operations and assume every lockage could impact an unseen manatee. When closing lock gates, always suspend motion with gates at three feet opening. Maintain suspended gate motion for no less than 30 seconds, resuming motion for short, 6 inches at a time distances, until closed. Never force any lock gate closed if resistance is observed.

- C. Detailed Procedures for Locking a Vessel
 - 1. Vessels Entering the Lock
 - a. The Lock Tender shall not permit vessels to enter or leave the lock chamber while the miter gates, or main gates, are being operated. Vessels shall remain no closer than at the end of the fenders until given the signal from the Lock Tender to enter.
 - b. To avoid exposure of the lock personnel to radiation associated with navigational radar on vessels passing through a lock facility, vessel operators are required to turn off radar units during lockage.
 - c. When the lock gates are fully opened into their recesses, and all is clear, the Lock Tender may signal the vessel to enter or leave the lock at a no wake speed.
 - d. Small vessels may lock with non-hazardous tows, provided the small vessels can enter last or leave first. The Lock Tender should ensure all parties have a mutual understanding of the lockage procedures prior to the commencement of the lockage.
 - e. Each vessel or tow about to enter the lock will be observed by the Lock Tender. Entry will be refused if the vessel is in an apparently unsafe condition for lockage. Examples are:
 - i. Listing noticeably
 - ii. Overloaded
 - iii. A fire is noted onboard
 - iv. Leaking flammable or any hazardous material
 - v. Visible damage to the hull, which could affect the vessel's stability during lockage
 - vi. Draft with less than six inches of clearance over guard and gate sills
 - vii. Not under tow with no means of propulsion
 - viii. Operated under influence of alcohol, drugs, or any unsafe impairment
 - f. Pleasure and public vessels shall not be locked through a lock chamber with airboats.
 - g. When a vessel is denied entry into to lock for any reason, an explanation should be given to the vessel operator and documented in writing on the Incident Form.
 - h. Except when preparing the lock chamber for a lockage or during lockage cycles, the Lock Tender may be required to perform general maintenance or assist in repair work as directed. Lock maintenance is an integral part of an operator's duties.
 - i. The Lock Tender may communicate with the vessel operator information, such as:
 - i. The proper procedures of handling of lines.
 - ii. Use of available life savings equipment, ring buoys, and fire extinguishers.
 - iii. The name and contact information for the District's water control Engineer.
 - 2. Vessels in Lock Chamber
 - a. Hanging ropes or chains are provided along both walls of the lock chamber for boaters to hold during the lockage process and are referred to in this document as "mooring". Under no circumstances are these ropes or chains to be attached to any boat for any reason. Doing so during a lock draining process will cause the vessel to capsize and likely eject its passengers into the water.
 - b. As the lock chamber is being emptied or filled, the Lock Tender will require all vessels to remain moored.
 - c. The Lock Tender may direct the vessel operator to the areas in which the vessels or tows are to remain during the lockage. The Lock Tender will not close the lock gates until all vessels are properly moored. The Lock Tender will not permit any vessel to tie to lock ladders. The Lock Tender will make sure all vessels are moored so they will not drift within close proximity to the miter gates during the lockage. The Lock Tender will not begin filling or emptying the chamber until satisfied the vessel or tow is properly moored.

- d. Washing or flushing out of vessel by the gate discharge is not permitted.
- 3. Emptying and Filling the Lock Chamber
 - a. Emptying the Lock Chamber: The Lock Tender will make sure all vessels in the lock chamber are properly moored, and the upper gate is fully closed before emptying the lock chamber. He/she will observe the discharge area, making sure all vessels are out of danger zones before beginning discharge. Under no circumstances will the gates be opened to an extent that creates a dangerous situation in the vicinity of the lock water discharge. No conditions are to be created that would cause or increase the danger of capsizing or damaging any vessel. Lock Tenders will observe the emptying of the lock chamber and moored vessel to ensure he/she is able to readily respond to any emergency situation. The Lock Tender will be particularly alert to stop the emptying of the lock chamber as quickly as possible in case of danger to any persons, the lock structure, equipment, vessels in the chamber or in the discharge area.
 - b. Filling the Lock Chamber: Lock Tenders will make sure all vessels in the chamber are moored properly and the lower gates are fully closed before filling the lock chamber. In no case will the chamber be filled faster than the vessels can safely withstand the turbulence created by the filling cycle. This may require filling slower than normal depending on the type and number of vessels in the lock.
- 4. Vessels Leaving the Lock
 - a. The Lock Tender will require all vessels to remain moored until signaled to depart.
 - b. When lock gates are in a fully opened and recessed position, the Lock Tender will signal the vessels to depart at no wake speed, no faster than necessary to maintain steerage power. If more than one vessel is being locked, the Lock Tender can direct which vessel is to leave first, second, third, and so on, until all have cleared the lock.
 - c. Lock Tenders are not to leave the operating area until all vessels have cleared the approach. If no vessel(s) is awaiting lockage, the operator can position the lock gates to readiness for the next lockage.
 - d. A motor vessel will not leave the lock area when any section or portion of its tow is left in the lock chamber or approaches.
- 5. Stall Unavailability
 - a. The definition of stall unavailability is the time a lock is inoperative, non-manned or temporarily unavailable and cannot pass traffic.
 - b. Short-term unavailability are delays while the Tender attends to gates changes at the dam.
 - c. Unavailability of undeterminable length may be caused by equipment breakdown, repairs, protected wildlife in chamber, severe weather conditions, etc.
 - d. Unavailability from equipment malfunction or breakdown is to be recorded in the Daily Maintenance log.
- 6. Duty Shift
 - a. Contractor will ensure that work schedules and hours of duty are in accordance with this Statement of Work and well communicated to personnel assigned.
 - b. The duty station is defined as all properties of the lock and dam facility.
 - c. All personnel will be in proper uniform, present for duty at their duty station for the entirety of their scheduled shift of duty. Any deviation from the normal duty shift is to be approved by the District's Project Manager.

d. Personnel will not leave their duty station until properly relieved by on-coming personnel or at closing time. Personnel will not leave their station until security preparations have been completed. See Section V. for additional information.

D. SPECIAL INSTRUCTIONS FOR LOCKING OF PLEASURE VESSELS

1. Lockage of Pleasure Vessels with Non-Hazardous Tows

When the lock is being utilized and a separate lockage cannot be made within a timely manner (due to priority of other vessels), the lockage of pleasure vessels, houseboats or like vessels can be locked through with non-hazardous tows. This is provided the smaller vessel can enter last and leave first, and subject to the following distance guidelines: (Note Special Considerations below).

- a. Pleasure vessels may be locked upstream or downstream, as long as they are moored on the opposite lock wall from a tow vessel.
- b. Personal water vessels such as jet skis, wave runners, etc., will be locked similarly to any other recreational vessels, provided the criteria for a safe lockage is met, see below.

<u>Special Considerations</u>: Since safety is always the prime consideration, pleasure vessels will not be locked with commercial vessels when, in the opinion of the Lock Tender, such lockage would be dangerous. Factors affecting the safety of combined lockage include adverse water conditions, and the physical conditions and configuration of the lock structure. Whenever it is intended to lock pleasure vessels with commercial vessels, the operator of the commercial vessel will be informed of the proposed action.

- 2. Waiting Time for Recreational Vessels
 - a. After the arrival of a pleasure vessel, if no separate or combined lockage can be accomplished within a reasonable time, (not to exceed the time required for three lockages), then a separate lockage for a single pleasure vessel may be completed.
 - b. If a multiple lockage tow is being processed and blocking the entrance to the lock chamber, the pleasure vessel must wait until the multiple lockage is completed.
- 3. Locking of Recreational Vessels
 - a. Recreational pleasure vessels will not be permitted to enter or exit the lock fastened to a tow vessel or barges, nor will they be permitted to moor to the tow vessel or barges while being locked.
 - b. Recreational vessels should have adequate length of lines for mooring. These lines should be secured to the lock chamber wall mooring device and properly fastened to both ends of the vessel as to allow for the safe paying-out or taking-up of line during the locking process. This process should safely position the vessel parallel to the wall during filling or emptying of the lock chamber.
- 4. Locking of Personal Watercraft (PWC)
 - a. Personal watercraft is a generic name for multitudes of powered water vessels commonly known as wave runners, jet skis, etc. These watercrafts can be divided into two major categories: (a) those to be sat upon and ridden (like a motorcycle), and (b) those which require the vessel to be moving for the operator to be out of the water, also known as the "stand-up" variety of PWC. Other "Scooter" style tow vehicles being used by any Scuba Diver will not be allowed.
 - b. It is acceptable to lock together PWC of the sit upon variety, provided all occupants are wearing PFDs (personal flotation devices).

- c. For safety reasons, riders/drivers of ANY variety PWC or Scooter which has the operator submerged to any degree are not permitted through lock. No persons can remain in the water of the lock chamber or approaches during any lockage.
- d. The stand-up variety PWC will only be accepted for lockage if the vessel is tied to, and locks through, with another approved vessel. The rider/driver must board the vessel to which their PWC is moored. Identical to a traveling passengers' luggage on a commercial air carrier, no person(s) is permitted to request another vessel tow their stand-up PWC if they do not remain with it themselves.

III. DAM OPERATIONS

The functions and operations of the Ocklawaha dams are a critical component of the St. Johns River Water Management District's (SJRWMD) flood control system. Originally developed through cooperation between the Central and South Florida Water Control District and the U.S. Army Corps of Engineers, with the 1970's creation of the five Water Management Districts in Florida, operations of these Dams were transferred to SJRWMD.

These Dams control water elevations in the Ocklawaha Chain of Lakes, which are monitored and controlled througout the year. All of them have gates that are set at specific openings as necessary to pass some amount of water flow downstream, and these openings could vary from day to day. The SJRWMD has engineering staff that review water levels in the chain of lakes daily and make determinations on which dams require which gate settings. Some of lakes' information is electronically telemetered via cellular and radio services to the Engineer(s) while some is collected from the Lock Tenders daily. Because the locks are manually operated 7 days per week, throughout the year, the dams are to be operated upon request by the Engineer as well, by the same Lock Tenderss, within the same hours of operation as the locks.

This portion of the document identifies the general procedures applicable to all three dams: Apopka, Burrell, and Moss Bluff. Detailed protocols for gate operations will be provided at the time the Contract is executed.

A. General Instructions

- 1. A Lock Tender must remain alert, aware of all responsibilities and attentive to operational procedures.
- 2. Lock Tenders shall provide readings at the beginning of their shift day, phoning the information into the Water Control phone number at (386)-312-2303 and record the information on a Call-In Process Log.
- 3. To their best ability, the upstream and downstream water levels are to be read from the staff gauges in the lock vicinities, and reported as feet, tenths of feet, and hundredths of feet, for instance; 59.28 ft. (See Staff Gauge Instructions in Appendix B.) Upstream is the area of the waterway which has the higher water level, and is where flow is coming from, while downstream is the area of lower water levels and which flow is moving to.
- 4. To their best ability, the rainfall which has occurred from the previous day are to be read from the rain recording devices reported as inches and tenths of inches, for instance; 1.2 inches.
- 5. Gate positions to which the gates are set are to be visually confirmed and reported every day to the Water Control phone number with all other information. The Ocklawaha Dams have various scales of numbers, some in feet and some in inches, and the dam tender must know and report each accurately.
- 6. The readings and gate setting tasks are extremely important to the proper functioning and operations of the Federal Flood Control project, and SJRWMD staff rely on accurate information from the dam tenders on duty.

- 7. DURING NORMAL OPERATIONS, AT NO POINT IS THE LOCK TENDER AUTHORIZED TO EXECUTE ANY GATE OPENINGS OR REVISIONS WITHOUT PERMISSION OR WRITTEN INSTRUCTIONS FROM THE SJRWMD WATER CONTROL ENGINEER. No individual phoning the Lock Tender, nor anyone visiting the lock facility or residence, is authorized to command gate position changes unless such change has been previously authorized by the Water Control Engineer. No fax received in the lock facility, unless generated by the SJRWMD and signed by the Water Control Engineer on duty, is authorized to command the Lock Tender to alter any gate positions. No individual whatsoever, be they a Government Official, boater, resident, neighbor, fisherman, vessel operator, vacationer, skier, surf boarder, scuba diver, sail boater, business owner, marina operator, tour guide, homeowner association member, or other SJRWMD staff are authorized to command the Lock Tender to alter any gate positions.
- 8. At the Lock Tender's discretion, if approached by a Law Enforcement Officer, Medical Professional, or other such emergency personnel, AND an emergency is unfolding at the dam due to an accident of some nature that threatens an individual's life or limb, he/she is authorized to operate the dam gates as instructed. At an appropriate time following such an emergency, the dam gate(s), if opened further than before the emergency, are to be returned to the previous position. If the dam gate(s) were closed fully or partially in response to the emergency, they are to remain in such a position until permission has been obtained by the overseeing Law Enforcement or medical professional at the scene. Should this situation occur the District's Water Control Engineer shall be promptly notified.
- 9. For purposes of maintaining the waterway clear of vegetation, the Lock Tender is allowed to flush weeds or minor floating debris (logs, etc.) through the dam as long as all material passes downstream. Under no circumstances shall any object be flushed through that would not fit or flow along. No object shall be allowed to clog any flood control gate and restrict it from opening or closing.
- 10. At any point throughout the year, the dam may be opened to release extreme amounts of water. These releases may elicit questions or complaints from neighbors or residents. In cases such as these, that concerned citizen may be referred to the Water Control Engineer and/or the District's Project Manager. Another District staff member may be assigned to deal with complaints and if so, their contact information will be given to the Lock Tender to be provided to citizens.
- 11. If, at any time, any gate or portion of the Flood Control structure becomes in-operative, the Lock Tender shall immediately report the condition to the District's Water Control Engineer.
- B. Restricted Areas
 - 1. Each dam maintains a restricted area upstream and downstream of the structure, which will be isolated from the navigable channel by a cable and floating buoy system. Signs are posted with a "No Entry" indication to that affect.
 - 2. The Lock Tender shall not knowingly permit vessels to enter the restricted area between the structure and cable / buoy system. If boaters request permission to position their vessel(s) within this area, for fishing or any other purposes, they must be told no. If boaters are observed in these areas, they are to be instructed to leave. If the boater(s) do not leave, the Lock Tender is to contact the Contractor's Project Manager and District's Project Manager.
 - 3. All vessels anchoring in the navigable channel must do so such that any water flows through the dam will not draw the vessel, against its anchor, into contact with the cable/buoy system or the restricted area. If boaters or vessels are observed being pulled into the water flow area(s) they are to be warned and instructed to motor further upstream.

IV. NAVIGATIONAL LOCKS and DAMS / SPILLWAYS SAFETY GUIDE

A. General Safety

This Safety Guide pertains to all personnel who operate the District's Navigational Locks. This guide is to establish a standardized safety procedure to assist in the operation of the locks in a safe and efficient manner. This guide is intended to provide minimum safety practices to assure that the general public and all other users are provided safe passage while locking through the District's navigational locks.

Early in each day's shift, the Lock Tender shall thoroughly inspect the lock conditions, warning signs and the channeling areas prior to operating the lock at the beginning of their assigned shift to assure the lock is functioning properly. This inspection shall be documented and include, but shall not be limited to, operations of the gate, all gate switches, condition of the safety drop rope in the lock chamber, all warning signs, condition of ring buoys, fire extinguisher, telephone & fax communications, traffic light for vessels (if applicable) and all other safety devices. Any uncorrected discrepancies noted shall be reported immediately to the District's Project Manager. The aforementioned inspection shall be documented signed by the Lock Tenders' supervisor and forwarded to the District.

- 1. All Lock Tenders who operate the navigational locks shall be familiar with the operations of the locks and demonstrate competence.
- 2. The premises are required to be maintained free of recognizable hazards that may cause injuries to the public, District or Contractor's employees. All navigational lock control houses and walkways/catwalks shall be kept in an orderly manner and free from recognizable tripping hazards.
- 3. The Contractor shall require each Lock Tender, at all times while the lock is in operation, to devote full attention to the operation of the lock and not permit any distraction, in or around the control house, which would divert attention from the safe operation of the lock structure. Televisions and other devices that may distract the attention of the Lock Tender in the control house are prohibited.
- 4. Emergency and non-emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire, Florida Fish & Wildlife Conservation Commission and police shall be posted in an easily accessible location.
- 5. Each Lock Tender shall be familiar with emergency procedures in case of accident or incident and know how to use the available emergency rescue equipment at the lock.
- 6. All electrical distribution systems and associated electrical equipment/ motors/switches shall not be tampered with or altered in any way.
- 7. Only authorized personnel shall be allowed inside locks and fenced structures, consisting of District personnel, personnel accompanying District staff, contracted Lock Tenders or others with a bona fide need. Spouses, dependents or friends are not authorized unless approved by the District.
- 8. Only authorized vehicles are allowed to be inside a navigational lock compound, consisting of District vehicles, contracted Lock Tenders' vehicles, law enforcement vehicles, emergency vehicles or vehicles designated by the District, etc.
- 9. Smoking, the use of open flame equipment or other ignitable substances, shall be prohibited on lock premises. Lock & dam tenders may not smoke or use any form of tobacco product in lock control house, any other building, or premises in general.
- 10. Pleasure vessels/public vessels shall not be locked simultaneously through a lock chamber with airboats.
- 11. Pleasure vessels shall not be locked simultaneously with a vessel or tow carrying dangerous cargo or containing flammable substances.

- 12. Lock Tenders shall maintain continuous visibility with vessels in the lock chamber while opening/closing gates from first entry until all vessels have exited and the lock put in stand-by mode.
- 13. Lock Tenders shall report all accidents or incidents immediately to the District's Project Manager, followed by a written report using the Accident/Incident Form within 24 hours of occurrence.
- 14. Lock Tenders shall also enforce safety procedures for boaters; no smoking while in the lock chamber, turn engine and radar off while in lock chamber, hold on to drop rope while in lock chamber, and do not pass beyond the red line.
- 15. No firearms or weapons of any type shall be allowed on District property except in residence or personal vehicle.

B. Specific Safety Procedures

The Lock Tender has full authority over the movement of vessels in the lock and its approaches, as a police officer would over a traffic intersection. The following specific safety procedures apply to the District's Navigational Locks:

- 1. Vessels should remain at the end of the fenders or 300 feet where the signaling device is located until the Lock Tender signals it to enter the lock.
- 2. Vessels entering the lock shall come along side wall and pilot(s) shall hold onto the drop ropes. The drop rope line in the lock chamber shall NOT be affixed or attached to vessels in any manner.
- 3. Posted regulations such as no smoking in locks, turn engine off, etc., must be enforced.
- 4. Operator's name, vessel number, time of entry and direction of travel are to be recorded.
- 5. Close gate and remain near control panel to assure other vessels are not attempting to enter locks. The lock chamber shall be in full sight during entire locking operation.
- 6. Make sure all vessels are behind the warning line on wall.
- 7. The Lock Tenders shall not lock airboats with other vessels through the lock together.
- 8. Passengers should remain seated at all times.
- 9. All passengers must have access to, or wear, a life jacket at all times while inside the lock.
- C. Overboard Procedures

No persons or pets are to be allowed in the water of any lock for any reason. No diving or jumping from any vessel, or swimming from boat to boat is to be allowed. No irresponsible actions on boats, playing around, pushing persons about, or any activity that may result in an individual(s) falling overboard shall not be allowed. NO lockage is to be performed if any boat has occupants running, jumping, or playing in any fashion that they may accidentally fall overboard. No transfer of any item, materials, foods, beverages, fishing poles, cameras, coolers, etc., shall move from one boat to another during a lockage. No person(s) is to be allowed to transfer selves from one boat to another. For an un-intentional person overboard:

- 1. Stay calm Do Not Panic!
- 2. Toss a secured ring buoy to the person overboard.
- 3. Close gate(s) to stop current.
- 4. Call 911 or local number for emergency, if appropriate.
- 5. Produce a written report using the Accident/Incident Report Form within 24 hours, if appropriate.
- 6. Notify the Contractor's supervisor if a report was filed.

D. Fire in Lock Procedures

No vessel is to be allowed in the lock with any obvious open flame aboard. If any vessel is observed with an active BBQ grill and hot materials or coals present, it must not be allowed to enter the lock. In the event of an un-intentional fire in the lock chamber:

- 1. Stay calm Do Not Panic!
- 2. Lower fire extinguisher to someone in lock chamber if person is available.
- 3. Call 911 and any local emergency phone number.
- 4. Notify the Contractor's supervisor.
- 5. Produce a written report using the Accident/Incident Report Form within 24 hours.
- E. Navigational Lock Procedures for Manatee Protection

Whenever the main lock gates are closing at any navigational lock, manually stop the gate *when a gate opening of three-feet is reached, holding this opening for thirty 30-seconds before closing completely.* If a manatee is in sight, hold the opening until the manatee passes through, before closing gate completely.

V. SITUATIONS REQUIRING IMMEDIATE ACTION

A. Fire at a Lock

Safeguards to prevent fire and measures taken for the safe storage of flammable liquids will be exercised at all times. Storage of fuels shall adhere the recommendations of the fluids and related equipment and shall be located at sensible places and readily accessible. Upon discovery of a fire, Lock Tender should try to extinguish the fire. If assistance is needed, the following procedures will be observed:

- 1. Call 911. Each lock will have the telephone number and other information about local firefighting equipment posted in the lock facility office.
- 2. Give warning to vessels vocally or by public address system to require all vessels to clear the area, and all visitors to leave at once.
- 3. Call the lock supervisor and District's Project Manager.
- 4. Call the next individual in chain of command if the lock supervisor and/or District's Project Manager cannot be contacted.

B. Disturbance at Civil Works Projects

At the first notice of any public demonstration or disturbance at any lock facility, the following procedures will be initiated:

- 1. Notify the lock supervisor.
- 2. Notify local police authorities.
- 3. Notify local police.
- 4. Keeping in mind personal safety, initiate appropriate physical security procedures.
- 5. Document all pertinent information about the disturbance.

C. Notification

The following personnel will be contacted in the order listed when a situation has occurred or has been reported that is of immediate concern. Some examples are critical operating equipment malfunction, a vessel accident, or a significant hazard to navigation.

- District's Project Manager
- Contractor's Project Manager
- District's Operations Manager

If the incident necessitates the need to contact District staff, such as a lock outage expected to last more than four hours, or a serious vessel accident, the Contractor's or the District's Project Manager will inform the appropriate District staff.

If a problem arises in a navigational channel, or at a lock facility that could adversely affect navigation, the lock supervisor or the District's Project Manager will make a determination as to which District staff or other entities should be contacted.

D. Accidents Reports

To the extent practical, the Lock Tender will execute the following procedures and obtain the resulting information at the time a navigation accident occurs, to be used in completing the "Accident/Incident Report".

- 1. In the event of physical injury to any vessel operator or passenger, phone 911, and obtain all the following information as possible.
- 2. Date and time of accident.
- 3. Name of vessel and/or vessel hull registration number
- 4. Names, phone numbers, and addresses of witnesses
- 5. Number of pleasure vessels in lock and direction of travel
- 6. Number of barges in tow (loads or empties).
- 7. Weather conditions.
- 8. Describe what happened (just before and after accident) and actions taken by Lock Tender on duty.
- 9. Describe damage and take pictures or make a rough sketch of the incident.
- 10. The Lock Tender will not make any statement as to how much he/she thinks the cost of repairs will be, nor make any statements relevant to navigation accident's cause or blame.
- 11. Supervisors will submit the "Accident / Incident Report" to the District's Project Manager after compilation of the information.

E. Hurricane Preparedness

Unless otherwise instructed, upon notification of any hurricane, tropical event, or named storm that is anticipated to impact the lock and dam vicinity the lock tender shall take the following precautions at the lock residence and grounds.

- 1. Hurricane Watch: The Contractor will install the storm shutters and inspect the area for items that need to be secured or properly stored. The Lock Tenders will ensure that pets, trashcans, bicycles, lawn chairs, toys, pools, swing sets, hoses, and other similar items are secured or removed to storage.
- 2. Hurricane Warning: The District shall advise the Contractor when to cease lock operations and secure the premises. The District will also notify the Contractor when the Lock Tenders can leave the premises. The Contractor shall provide the District with a listing of anyone that will be remaining in the District residences during the storm. Only personnel residing in District housing will be permitted to remain. The Contractor's personnel are not allowed to remain in the control houses or lock facilities once they are advised by the District to leave.
- 3. Emergency Generator Use: The emergency generator is provided for emergency use of the lock and dam. During hurricane warning, the lock will be shut down at the Districts direction. The generator is to provide power to the lock in the case of emergency personnel need to pass through. The public is not allowed to pass through the lock just because there is power available. Apopka and Burrell Locks have been wired to provide a 30-amp circuit to the residence for minimal power. A portable generator is provided for the Moss Bluff Lock residence.

4. Post Storm Requirements: The Contractor shall ensure that all Lock Tenders return to their assigned duties when the District requests operations to commence after the storm. The Lock Tenders will immediately inspect the premises for damage and loose debris. The Lock Tender will advise the District of the status of the lock facilities, damage or repairs required and anything else that is necessary to resume normal operations.

APPENDIX B STAFF GAUGE READING INSTRUCTIONS

The accurate reading and reporting of staff gauges are an important part of the lock and dam tending services. The understanding of these gauges is difficult for some non-technical individuals, thus a primer on the readings is presented below. Every Lock Tender (all staff operating locks and dams) must understand each staff gauge type and report accurate information from each style.

The staff gauges related to gate positions are the MOST critical to observe and report accurately. The District's Flood Control Engineers rely upon this data every day because the gates are set to positions for the management of thousands of acres of water in the upstream lakes.

Staff gauge readings for the upstream and downstream water levels are less critical, and sometimes difficult if wind and wave actions are affecting the water bodies. Large fluctuations in the water surface against the gauges can be evident in these cases. For reporting water levels in all conditions, the Lock Tender should observe the gauges and attempt to determine the average water level. Watch the gauge and focus on a spot, attempting to recognize how far above and below that spot the water fluctuates over 20 or 30 seconds. If that spot is too high or too low, adjust the focus spot and re-evaluate the water level. Proceed with this a few times to observe the average water level at the appropriate spot.

For all staff gauges, when viewing and reading them there several thought processes that are critical to your understanding of what you are seeing and what the gauge reads:

- 1. What is the scale of the gauge; is it in inches or feet?
- 2. If it is in feet, is the gauge showing you tenths of feet, hundreths of feet, or something else?
- 3. If there is ever a question if a gauge shows feet or inches, simply count the designation marks between the even numbers. If there are 10 marks, the gauge is in tenths of feet, if there are 12 the gauge is in inches (see examples).
- 4. Unless the gate(s) are at zero/closed, a pointer or indicator will show what opening the gate is set to.
- 5. The Lock Tender must be aware of all these items and be able to:
 - a. Read staff gauges and their related water levels or gate settings.
 - b. Correctly report the staff gauge readings and gate settings to the Water Control phone line.
 - c. Set gates to specific openings on the staff gauges.

STAFF GAUGE UNDERSTANDING

Type 1 – FEET

This is a gauge with standard "feet" designator. It is sub-divided into tenths of feet, as shown by all the black/white indicator bars.

Every pointed black bar indicates either the one foot mark or the one-half foot mark.

Every black point near a number is a one foot indicator, 3.0 feet and 4.0 feet showing here.

Every edge of the black/white bars indicates one tenth (1/10) of a foot. By understanding the pointed bar at 3 as 3.0, count all the edges of the bars from there up to 4 you'll find 10 of them.

Notice the one-half foot mark is at the middle pointy bar. This is 1/2 foot, or, 0.5 ft.

You probably know 1/2 foot is also 6 inches, but this gauge does not show inches, it shows tenths of feet.

What reading is the **RED** arrow pointing to? 3.7 feet

What reading is at the **BLUE** arrow? 4.4 feet

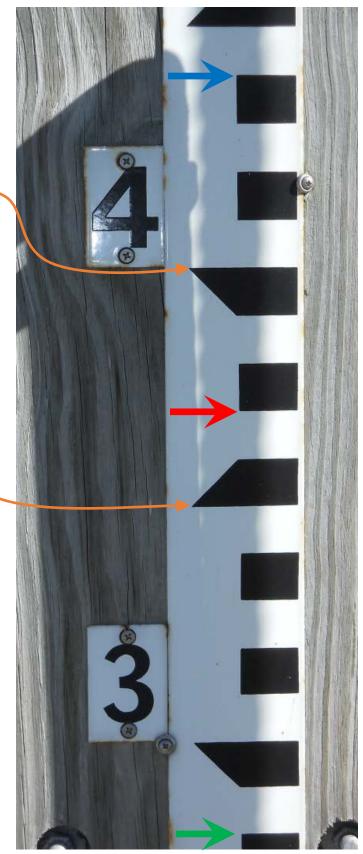
What reading is at the **GREEN** arrow? 2.8 feet

Gate settings with this type of gauge will neveruse the middle of a black or white bar; only the edges.

Don't ever report inches when relaying readings from this type of gauge. Always report the feet and tenths, such as:

Three point seven feet (3.7 ft.) Four point four feet (4.4 ft.) TWo point eight feet (2.8 ft.)

Gauge shown is at Moss Bluff Main Gates



Type 2 – INCHES

This is a gauge with standard "inches" designator showing on its right edge. It is sub-divided into twelve, as shown by the 2 through 12 numbers.

Ignore the millimeters on the gauge's left edge.

Each inch is divided into quarter inches, but the 1/4inch gate settings will never be used; only whole inches.

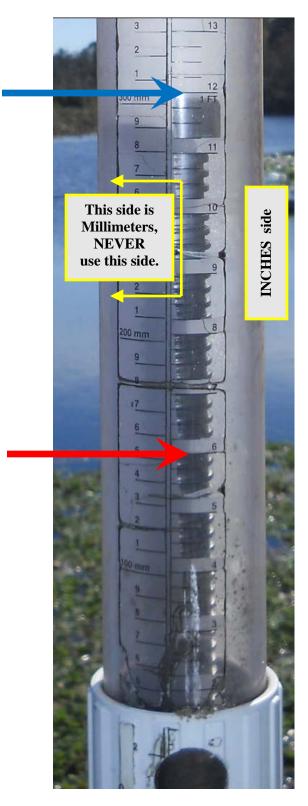
All gate settings will generally be in 6-inch increments, probably 6, 12, or 18 inches, etc.

What reading is the **RED** arrow pointing to? 6 inches. As the operator, when you phone in the gate settings for this position you should report them in the same designator and say, "Six Inches".

What reading is at the **BLUE** arrow? 12 inches. When you phone in the gate settings for this position you should "Twelve Inches".

If there is ever a question if any gauge shows feet or inches, simply count the designation marks between the even numbers.

Gauge shown; Moss Bluff Low-Flow Gates



Type 3 – FEET with TENTHS and HUNDRETHS of feet

This is a gauge with standard feet, tenths, and hundreths of feet designated. It shows that a onefoot length of the gauge is divided in 100 parts, meaning HUNDRETHS of feet.

However, because of space restrictions on the face of the gauge, only the marks indicating each of the two one hundreths of feet is shown with the black numbers.

These gauges will be used only for water level readings. No gate settings will require the use of this type of gauge.

What reading is the **RED** arrow pointing to? 1.76 feet

What reading is at the **BLUE** arrow? 1.52 feet

To be perfectly exact with this gauge, if a water level is clearly at the **GREEN** arrow, the viewer could actually read that as 1.27 feet. This accuracy is nice, but not critical to reporting. Listing the level here as 1.26 or 1.28 feet will be accurate enough.

2.14 2.08 2.062.04 202 1.98 1.96 1.94 1.92 1.88 1.86 1.84 1.82 1.8 1.78 1.76 1.74 1.72 1.68 1.66 1.64-1.62 1.6 1.58 1.56 1.54 -1.52 1.48 1.46 1.44 1.42 1.38 1.36 1.34 1.32 1.28 1.26 1.24 -1.22 . 1.18 1.16 -1.14 . 1.12 -1.08 1.06-1.04 1.02-.98 .96 .94 92

APPENDIX C FORMS and REPORTS

WATER CONTROL STRUCTURE LOG

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St.	John	is River	Water I	Manage	ment [District		BURR	ELL	
		Water C	ontrol St	ructure	Log		Month:		Year:	
		Gauge F	Readings		_		ettings			
Date	Time	Upper	Lower	Side 1 South	2	Main 3	Gates 4	5	Side 6 North	Rain
1				Couli	-		•			
2			••••••							
3										
4			ò							
5			ò							
6			0					2		
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REGISTER OF VESSEL TRAFFIC

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MANATEE SIGHTING FORM

ACCIDENT / INCIDENT REPORT

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ACCIDENT / INCIDENT REPORT

EMPLOYEE'S STATEMENT OF INCIDENT Please Print

Lock Tender Name:	Lock and Dam:
Date & Time of Incident	Vessel Name / Registration:
Law Enforcement Contacted?	Ambulance contacted?
Witness Information	Pictures of Damage
Weather Conditions	Vessels in Lock / Direction of Travel
	resses, Who. What, Where, and When):
Signature:	Date:
Supervisor's Signature:	Date:

DAILY PREVENTATIVE MAINTENANCE

WEEK ENDING:

MOSS BLUFF LOCK & DAM DAILY MAINTENANCE AND INSPECTION

Inspections are to be performed DAILY to confirm and to document the condition of the lock and verify that the lock is operational and functioning safely. Each day the following Check List Form shall be completed by the lock operator and shall be forwarded to the Field Office.

LEGEND:

1. Inspect the structure and the perimeter for any unusual conditions, damage or problems.

2. Inspect the structure, gates, and controls to assure they are in working order.

3. Observe Control Boards and panels for physical condition and general cleanliness.

4. Check oil levels, check for oil leaks in pressure systems, & machinery pits. Replace hydraulic seals if leaks detected or internal bypassing of cylinders.

5. Observe that indicating lamps are in operating condition. Repair and replace as needed for proper operation.



MONTHLY PREVENTATIVE MAINTENANCE

		ENDING; MO.:, Y
	MOSS BLUFF	LOCK & DAM
	MONTHLY MAINTENANCE AND IN	SPECTION OF LOCK & SPILLWAY
DATE	TASK	COMMENTS
	GENERAL	
	Safety inspection, check all fire extinguishers, life rings and ropes.	
	Check all buildings for cleanliness; interior and exterior.	
	Inspect condition of painting.	
	Check electrical, all outlets and circuits, interior and exterior.	
	Check generator (start-up and run system) check for operations of electrical components.	
	Check all wood work for rot; fenders, pilings, dock, walks, etc.	
	Visually inspect signs for appearance and signs of wear.	
	Inspect all guard rails and fencing.	
	Check all lighting inside and outside the building. All fender lights, clearance lights, rail lights, walkway lights and security	
	Inspect all buildings for problems not identified above.	
	Check generator (start-up and run system) check for operations of electrical components.	
	Check tower light on spillway side. Report any light outage immediately	
	LOCK	
	Check slide gates for leaks and proper operation.	
	Inspect all electrical motors (power units) to the slide gates.	

GENERATOR OPERATIONS LOG

LOCK TENDER CALL-IN PROCESS

Call-In Process



St. Johns River Water Management District Bureau <u>Of</u> Operations & Maintenance Water Control Phones: Answering Machine; 386-312-2303 Matt Forhan; 904-673-7841

TO: All Ocklawaha Lock Tenders RE: INFO for calling in

Lock Tenders,

The process for phoning in your Lock and Dam's daily water levels, rainfall amounts, and gate settings is important to the District's Flood Control duties. Therefore, please strive for clear and accurate reporting of this information in normal conversational talking. The table below should always be handy and used as a reminder for all contracted staff making any calls to the Flood Control answering machine. Communications need to follow these guidelines, and especially DO NOT RUSH your reporting. Your personal style of speaking on the calls are generally fine, for instance; If gate(s) are closed you can say "closed", you don't have to say, "gates are at zero point zero". Be careful to report the correct measurements, be they feet or inches, and always review the Staff Gauge Reading Instructions attachment if you have any questions.

For <u>ALL</u> calls into us, for either the morning reports or gate change confirmations, <u>PLEASE</u> include the following information. <u>PLEASE</u> remember to slow down and speak clearly, it's not a race.

Standard morning water level reports	Gate Change confirmations only
Your Name	Your Name
Your Lock & Dam	Your Lock & Dam
The DATE	Date
The TIME	New gate positions
Upstream or Headwater level	Gate change time
Downstream or Tailwater level	
Rain amount	
Current gate settings	

<u>THANK YOU VERY MUCH</u> for your services and understanding with getting all calls back to a clear and consistent format ! Please leave this fax where the next tender can see it tomorrow.

District Project Manager

NATIONAL WEATHER SERVICE Form B-91

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APPENDIX D

LOCK TENDER RESIDENCE AGREEMENT

This Agreement is entered into this	day of	, 2019, by and between the St. Johns
River Water Management District ("Distr	ict") and	("Resident").

The District owns and operates the	_ Lock located on the Ocklawaha River in
County. The District and	("Resident") have entered into District
Contract #28662 for the operation and maintenance of the	Lock and related facilities
("Contract"). As part of the Contract, the District has agreed to provide	de a personal residence at the premises rent-
free to an employee of Contractor, herein referred to as "Lock Reside	ence", subject to the terms and conditions of
this Agreement, so long as the Resident is a current employee of Con	tractor.

The purpose of this Agreement is to set forth the terms and conditions under which Resident may use the Lock Residence and all appurtenant grounds, fixtures, and improvements directly associated with the residence (the "Property") during the term of the Contract.

In consideration of the premises above, which are hereby made a part of this Agreement, and the terms and conditions below, the District and Resident agree as follows:

1. The term of this Agreement begins October 1, 2019. Unless earlier terminated as provided below, the initial term of this Agreement expires September 30, 2022. Notwithstanding the aforesaid, this Agreement shall automatically terminate upon termination or expiration of the Contract.

2. The District will provide Resident a residence in the area generally depicted in Exhibit "A". The residence and all appurtenant grounds, fixtures and improvements directly associated with the residence constitute the "Property"

3. Resident shall use and occupy the Property only as a private, single-family residence. No business or trade shall be conducted on the Property. Resident will comply with all sanitary laws, ordinances, rules, regulations, and orders of appropriate governmental authorities. Resident's use and occupancy of the Property must at all times be consistent with the requirements of the Contract, including the "Behavioral Standards" provided for therein, which Resident acknowledges have been provided to Resident by Contractor. Resident is an employee of Contractor and not the District.

4. Occasional family visitors are permitted to stay in the residence for up to 10 days, not exceeding stays of 60 days for each year of the contract. Resident must obtain the District's written permission for visits longer than 10 days.

5. The Property is authorized for use in "as is" and "where is" condition. Resident acknowledges that Resident has examined the Property, including the grounds and all buildings and improvements, and that, at the time of the execution of this Agreement, the Property is in good order and repair, and in a safe, clean, and tenantable condition, unless otherwise agreed to and attached as an Exhibit to this Agreement.

6. Resident will make no alterations to the Property or construct any buildings or make other improvements to the Property, without the District's prior written consent. All alterations, changes, and improvements constructed or placed on the Property by Resident, with the exception of fixtures removable without damage to the Property and movable personal property, shall, unless otherwise provided by written agreement between the parties, be the District's property and remain on the Property at the expiration or termination of this Agreement.

7. Resident is responsible for paying all costs resulting from Resident's occupation and use of the Property, except for those costs that are the Contractor's responsibility under the Contract. The costs payable by Resident

or Contractor include, but are not limited to, charges for all utility services, garbage collection, telephone, cable and janitorial services. This includes hook up and connection fees.

8. Resident will, at Resident's sole expense, keep and maintain the Property in a good and sanitary condition and state of repair. Resident will keep all fixtures in good order and repair; keep the air filters clean; keep the walkways free from debris; and make general repairs to and provide routine maintenance for the plumbing, electrical, appliances, etc., necessary to maintain the Property in good operable condition. Non-routine repair of structural and electrical aspects of the Property, including plumbing, appliances, heating and cooling apparatus, is the District's responsibility; provided however, that Resident shall make such repairs at Resident's sole expense whenever damaged due to misuse, waste, or neglect by Resident or Resident's family, agents or visitors.

9. Resident is responsible for yard maintenance, including grass mowing, hedge trimming, etc. The use of xeriscaping techniques involving native, drought tolerant vegetation for landscaping is encouraged. Invasive exotic species are prohibited on the Property, and if already existing, must be removed. A list of prohibited species is maintained by the District's Land Manager and will be provided to Resident.

10. All shutters for securing to the residence will be supplied by the District. The District will advise the Contractor of the appropriate process for installing, removing and storing the storm shutters. The Contractor will be responsible for all aspects of the storm shutter handling and maintenance after the initial demonstration.

11. No hunting (except when approved in writing by the District), and no illegal, unlawful, offensive or immoral activities will take place on the Property. Resident shall assist in protecting the Property, the Lock Residence, and related facilities against trespassers, poachers, and vandalism to the best of Resident's ability and report all acts of trespass and vandalism to the District and proper authorities.

12. Resident will not keep on the Property any item of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or be considered hazardous by any responsible insurance company.

13. Resident must have prior, written District approval to house any domesticated dog, cat, or avian pets. No other animals or livestock are allowed on the Property.

14. If the Property, or any part thereof, is damaged wholly or in part, by fire or other casualty not due to the negligence or willful act of Resident, Resident's family, agents, or visitors, the District shall have the option to repair the damage or terminate this Agreement, effective immediately. The total cost for repair or replacement of personal items located in the residence and any other personal property of Resident located on the Property shall be borne solely by the Resident. Resident is responsible for insuring Resident's personal property against casualty loss.

15. Costs for repair of damage to the Property or any other District land caused by the neglect of Resident, Resident's family, agents, or visitors, or caused by pets or other animals housed or allowed to inhabit or roam freely within and on the Property, shall be borne solely by Resident. The District may enter the Property, upon reasonable prior notice, to make periodic inspections and assess the cost of repairing any such damages to Resident.

16. Resident must procure and keep in force continuously throughout the term of this Agreement a general liability insurance policy on an "occurrence basis" with limits of liability not less than \$300,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. "Claims made" coverage will be accepted only after verification that "occurrence" coverage is not available. Within 30 days of signing this Agreement, and at any time requested by the District thereafter, Resident must provide the District with a copy of the declarations sheet of the policy or policies.

17. Resident shall pay any taxes, liens, or assessments of any kind that are assessed or levied on the Property as a result of Resident's use of the Property within ten days of written notice by the District of the tax or assessment. Failure to pay the tax, lien, or assessment within ten days of written notice is cause for immediate termination of this Agreement.

18. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause by providing the other party with 90-days prior written notice. In addition, the District may terminate this Agreement for cause upon five calendar days prior written notice if, in the District's sole discretion and judgment, Resident has taken any action that is a material breach of this Agreement, including, but not limited to, actions that are inconsistent with the District's land management rules or policies, or that result in damage to the Property.

19. Upon expiration or termination of the Agreement, either with or without cause, Resident will remove all personal property, furnishings, and belongings and surrender full possession of the Property to the District in as good condition as it was at the time of initial occupancy, ordinary wear and tear excepted. Any of Resident's personal property remaining on the Property ten days after termination or expiration shall be deemed abandoned and may be removed, relocated, or disposed of by the District. Resident shall owe the District all costs necessary to return the Property to the condition at initial occupancy, ordinary wear and tear excepted, and to remove or relocate any of Resident's abandoned personal property.

20. Notices to the District under this Agreement shall be given in writing by hand delivery or by U. S mail, postage paid, to the Director, Division of Land Management, St. Johns River Water Management District, 4049 Reid Street, Palatka, Florida, 32177-4129. Notices to the Resident under this Agreement shall be given in writing by hand or by U.S. Mail, postage paid, to the Resident at the Lock Residence.

21. Nothing under this Agreement, or any usage of the District's land and water contemplated by this Agreement, shall render the District, its officers, employees, agents, representatives, successors and assigns, liable for damage to Resident's personal property or personal injury resulting from usage of the Property pursuant to this Agreement by Resident or Resident's family, agents or visitors. Resident agrees to protect, defend, save, indemnify, and hold the District, its officers, employees, agents, representatives, successors, and assigns, harmless from and against any and all liability of any kind whatsoever for loss or damage to property or death or injury to persons that may occur as a direct or indirect result of the activities of Resident or Resident's family, agents or visitors, in connection with Resident's use of the Property, whether caused by the negligent or intentional activities of the Resident or Resident's family, agent or visitors. Resident is solely responsible for any damage to Resident's personal property, vehicles, equipment, etc. Resident understands that this waiver includes any claims based on partial or sole negligence, action or inaction of the District.

22. In accordance with section 404.056(8), Florida Statutes, the District notifies Resident as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. In the event future District policies and procedures, as they may be approved or amended, cause the terms of this Agreement to change, the parties may amend this Agreement to coincide with such policies and procedures or Resident may terminate this Agreement and vacate the Property as otherwise provided herein.

24. This Agreement shall not be assigned. No waiver by the District of a breach of this Agreement shall be construed as a waiver of any subsequent breach. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

25. Upon full execution, this Agreement shall supersede any prior agreement that may exist between the District and Resident.

26. 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" or "must" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) each party shall bear its own attorney's fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

27. Lock Residence addresses are;

Apopka:25601 County Rd. 448A, Mount Dora, FL., 32757Moss Bluff:9685 Southeast Highway 464C, Ocklawaha, FL 32179

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

RESIDENT

Michael Register, P.E., Executive Director (or designee) Print Name

Date

Signature