



St. Johns River Water Management District

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

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

DATE: October 26, 2023
TO: Prospective Respondents
FROM: LaDonna Johnson, Associate Procurement Specialist
SUBJECT: Addendum #1 to Invitation for Bids Request #39010, Lawncare Services at District Headquarters (DHQ), Apopka Service Center (ASC) & Palm Bay Service Center (PBSC)

As a result of inquiries, 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.

Q1: It is stated that the award shall be based on the lowest total cost for each project location or total project cost or a combination thereof. Please specify whether the intent is to award all locations to one bidder or each individual location to the lowest bidder of that location for this bid.

A1: **The intent is to award to a single location, multiple locations, or all locations determined by bid results for each location. The District may award 1, 2, or 3 contracts, depending on the lowest cost to complete the work.**

Q2: Please provide site maps with boundary lines for all three locations. Only addresses are provided currently.

A2: **DHQ Project Site**



GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Ron Howse, TREASURER
COCOA

Ryan Atwood
MOUNT DORA

Doug Bourmique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

Palm Bay Project Site



Apopka Project Site



Q3: Of the \$265,000 budget, can you specify approximate budgets per location for the term of the contract?

A3: The total budget is \$265,000 and the budget for each location will be based on the bid results.

Q4: Can a copy of the current contract be provided?

A4: Please refer to Attachment A – Lawncare Services Contracts:

- 36244 Lawncare Services for DHQ & PBSC
- 38002 Lawncare Services for ASC

Q5: Can a copy of the previous bid tab be provided?

A5: Please refer to Attachment B – Tabulation Sheets:

- 36244 – Lawncare Services for DHQ & PBSC
- 38002 – Lawncare Services for ASC

Q6: Please confirm that weed control and turf mowing shall occur approximately 38 times per year per the provided schedule at District HQ. If other frequency, please provide.

A6: Correct.

Q7: Please confirm that litter & debris control is to be provided every week throughout the year, including during weeks where mowing and weed control are not required.

A7: Correct. This includes leaf litter.

Q8: For the weekly mowing at Apopka & Palm Bay Service Center, does that include all 52 weeks or lesser frequency?

A8: The front area should be mowed in accordance with the schedule provided as Revised Exhibit A – Minimum Lawncare Maintenance Schedule (ASC & PBSC), 35 weeks of the year. Weekly front area mowing is not needed.

Q9: Please also confirm all mowing that is not in the front areas should occur 35 times per year. If other frequency, please provide.

A9: Correct.

Q10: Can larger mowers than 48” be utilized on any of the three properties?

A10: Yes, as long as it does not cause damage. No PTO driven three-point hitch mowers.

Q11: Please specify what is intended by “Street blower(s)”. Is this meant to be a standard backpack style blower?

A11: Standard backpack blower or walk behind blower.

Q12: Please specify what is intended by “Debris removal container(s)”. Should this be interpreted as dumpsters? Other?

A12: Container provided by the contractor to remove the debris from the site. Bags, trash cans, dump trailer, burlap or other.

Q13: Please confirm that the contractor is not responsible for maintaining the irrigation systems at each property.

A13: Correct.

Q14: We do this exact type of government work for our core business. We have begun using battery equipment for some of our specialty work. Would it be ok with SJWMD if we submitted a normal bid for regular maintenance and also a secondary bid for how much it would cost to run all electric equipment? It would be a bit pricier, but it would eliminate the use of fossil fuels on these sites.

A14: Yes, please feel free to submit both bids (Gas and Electric Equipment), but we will be awarding based on cost.

NOTE: The Invitation for Bids Due Date remains 2:00 PM, Wednesday, November 1, 2023.

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.

REVISED

**EXHIBIT A— MINIMUM LAWCARE MAINTENANCE SCHEDULE (CONTINUED)
APOPKA & PALM BAY SERVICE CENTER**

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
LANDSCAPING												
Weed Control	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****
Pruning Trees	*	*	*						*	*	*	
Prune Shrubs	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*
Prune Flowers	**	**	**	**	**	**	**	**	**	**	**	**
Damaged Plants	*	*	*	*	*	*	*	*	*	*	*	*
Fertilization			A									
Pest Control	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****
TURF AREAS												
Weed Control	*	*	*	*	*	*	*	*	*	*	*	*
Mowing ***	M	M	M	W	W	W	W	W	W	W	B	B
Fertilization			A									
Pest Control	W	W	W	W	W	W	W	W	W	W	W	W
Trim & Edge	M	M	M	W	W	W	W	W	W	W	B	B
Litter & Debris	W	W	W	W	W	W	W	W	W	W	W	W
NON-PLANT AREA												
Weed Control	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****
Pest Control	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****	W ****
Sweeping	M	M	M	W	W	W	W	W	W	W	B	B
RETENTION POND												
Inspect Inlets	M	M	M	M	M	M	M	M	M	M	M	M
Inspect Discharge	M	M	M	M	M	M	M	M	M	M	M	M

W = Weekly **B** = Twice a month **M** = Monthly **T** = Twice a year **A** = Annually
 * As directed ** As necessary after flowering *** Front area weekly **** As necessary

ATTACHMENT A – LAWCARE SERVICES CONTRACTS

- ❖ 36244 – LAWCARE SERVICES FOR DISTRICT HEADQUARTERS AND PALM BAY SERVICE CENTER
- ❖ 38002 – LAWCARE SERVICES FOR APOPKA SERVICE CENTER

CONTRACTS CONTINUED ON NEXT PAGE

**AGREEMENT BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND YELLOWSTONE LANDSCAPE FOR
LAWNCARE SERVICES DHQ + PALM BAY**

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 YELLOWSTONE LANDSCAPE ("Contractor"), whose address is 1065 SR207 St. Augustine, Florida 32086. 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 Contract 36244, Lawncare Services DHQ + Palm Bay (the "Work"). Contractor shall complete the Work in conformity with this Agreement, which includes 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. 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 December 1, 2020.
- (c) **Completion Date.** The Completion Date of this Agreement is November 30, 2021, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.

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.

- 3. OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor 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.

4. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor the not to exceed amount of \$64,166.60 (the “Total Compensation”).
- (b) This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.

District Fiscal Year	Monthly Cost DHQ	Alternate Monthly Cost DHQ	Monthly Cost Palm Bay
FY20-21 (Dec 1, 2020 – Nov 30, 2021)	\$4,583.33	\$4,833.33	\$1,833.33

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

5. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis for the work (as specified in each Work Order) by one of the following two methods: (1) by email to 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) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) 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 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 withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **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.
7. **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.
8. **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.

9. **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.

10. **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.

DISTRICT

Scott Tilton, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2571
Phone: 386-329-4573
Email: stilton@sjrwmd.com

CONTRACTOR

John Distler, Project Manager
Yellowstone Landscape
1065 SR 207
St. Augustine, FL 32086
Phone: (386) 302-8096
Email: jdistler@yellowlandscape.com

- (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.
- (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.

11. 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.

12. 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.

13. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **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.

14. 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)**

15. DEFINITIONS

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.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District – New Year’s 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.

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 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.

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. Contractor shall be allowed a maximum 15% 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.

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.
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.
19. **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.
20. **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.
21. **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.

22. 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.

23. **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.

24. 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.

- (c) If Contractor 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 Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

- 25. **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.
- 26. **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 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.
- 27. **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, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
- 28. **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.

29. **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.
30. **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.
31. **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.
32. **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**

33. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, 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. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. 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.

34. **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.
35. **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.
36. **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, Contractor 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.
37. **WARRANTY**
- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor 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, Contractor 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 Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take

corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

38. **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

YELLOWSTONE LANDSCAPE

By: *Lisa A. Kelley*
Lisa A. Kelley, J.D., Assistant Executive Director

By: *John Distler*
John Distler, Business Development Manger
Typed Name and Title

Date: 11/18/20

Date: 11/18/2020

- Attachments:
Attachment A - Statement of Work / Tech Specs
Attachment B - Insurance Requirements

**ATTACHMENT A- STATEMENT OF WORK
LAWNCARE SERVICES DHQ + PALM BAY**

I. Introduction/Background

The St. Johns River Water Management District headquarters (DHQ) is a 25-acre site, which includes four major office buildings, a laboratory building, two large storage buildings and seven other maintenances and covered storage buildings.

. The Palm Bay Service Center is a 10-acre site, which includes an office building, transportation maintenance building and boat storage shed.

The District utilizes contracted landscape management services to ensure the landscape is maintained in a professional, cost effective and water wise manner.

II. Objective

The objective is to provide ongoing care and maintenance for yard and grounds at DHQ and the Palm Bay Service Center, as well as provide unscheduled grounds maintenance in the event of storm damage.

Yard and grounds areas include:

- Turf areas
- Trees, shrubbery, tall grasses, and hedges
- Planted Beds
- Non-plant areas
- Retention pond areas
- Water Wise landscaping beds

III. Scope of Work

The Contractor shall provide all material, labor, and equipment necessary to perform lawn and grounds maintenance at both locations. In addition, the Contractor shall respond to emergency situations such as storm damage to the grounds as requested by the District's Project Manager. The Contractor shall coordinate its work schedule with the District's Project Manager. No materials shall be procured, or work performed outside of the scope of this Statement of Work (SOW).

Contractor is required to have access to the following two publications as a guide to proper landscaping methodology:

- ***Your Florida Landscape: A complete guide to planting & maintenance, SP135*** Copyright University of Florida ordered from: IFAS Publications P.O. Box 11011, University of Florida, Gainesville, Florida 32611-0011.
- ***Landscape Maintenance Manual.*** Landscape Maintenance Association. 1025 S. Semoran Suite 1093, Winter Park, Florida 32792-5511. (407) 672-0633.

IV. Task Identification

Contractor's Responsibilities:

- Supply all labor, materials and equipment, unless otherwise specified, to complete the work as indicated on the attached Minimum Landscape Maintenance Schedule (Exhibit A). Refer to (Exhibit B) for the Required Equipment List
- Complete the entire tasks list required for each of the weekly or biweekly (every two weeks) requirements in one single day (meaning the tasks cannot be split between weeks)
- Provide work schedules and subsequent completed work reports to the District's Project Manager on a monthly basis
- Provide weed and pest control products, and fertilizer

- Provide comparable replacement for any dead or dying plants, shrubs or trees originally planted by Contractor under this contract
- Advise District's Project Manager when dead or dying plants need to be replaced

1. Turf Areas

a. Task: Weed Control

- Contractor may apply chemical weed control to turf areas only upon prior approval from the District's Project Manager. Contractor shall provide herbicide.
- Weeds should be not more than 2" in height

b. Task: Mowing

- Contractor shall mow specified turf areas at frequency noted in Landscape and Maintenance Schedule. Mow at a height of three inches. If no visible clumps of grass remain on the grass surface, the clippings may remain on the turf. If visible clumps of grass remain on the grass surface, the clippings must be collected and disposed of by the Contractor.
- Small turf areas between buildings and sidewalks should be mowed with powered walk behind equipment in lieu of riding equipment

c. Task: Fertilization

- Contractor shall fertilize all turf areas during the month of March with broadcast granular fertilizer
- Prior to the application of fertilizer, the Contractor shall provide to the District's Project Manager the type and amount of fertilizer that will be used. Example: 6 lbs. of 16-4-8 per 1000 sq. ft. Contractor shall provide fertilizer

d. Task: Pest Control

- Contractor shall inspect weekly all areas covered under this contract for signs of fire ants. Fire ants will be treated using systemic ant baits that are designed to kill a mound in a slow acting manner. Contractor shall provide, to the District's Project Manager, a copy of its certification or license to apply pesticides prior to initiating work. Baits are to be applied according to package label instructions. Contractor shall provide pesticide.

e. Task: Re-Planting

- Any re-sodding or seeding of turf areas shall not be a part of this contract.

f. Task: Trimming and Edging

- Contractor shall edge along all sidewalks, driveways, plant beds, around trees, etc. at frequency shown in Landscape and Maintenance Schedule. Mechanical trimming (weed eater machines) and/or the application of herbicide shall be performed around all buildings and fence lines where conventional mowing is not practical.

g. Task: Litter and Debris Removal

- Contractor shall visually inspect all landscape, turf, and parking areas for litter and debris including paper, cans, bottles, cigarette butts, etc. Contractor shall be responsible for collecting and disposing of litter and debris prior to performing each scheduled lawn mowing.

2. Trees, Shrubbery, Tall Grasses, and Hedges

a. Task: Pruning

- Contractor shall prune trees, shrubs, and hedges planted around perimeter areas of the property to remove diseased, dead, or freeze damaged plant parts. Trim hedges and perimeter plants to maintain a neat appearance. Deciduous and dormant trees may only be pruned in January and February. Refer to *Your Florida Landscape: A complete guide*

to planting & maintenance and/or The Landscape Maintenance Manual for specific pruning instructions.

b. Task: Re-Planting – Storm Damage

- Contractor may be requested to replace dead or dying plants as directed by the District's Project Manager. Cold-hardy plants and dormant trees may be replaced if necessary, during cold weather months (Nov–Feb), as long as a commitment can be made to water-in the plants until established (approximately 30 days). Any replanting shall be handled as an additional service, invoiced separately from to this contract, unless it is determined that loss was due to negligence on part of the Contractor. Contractor also may be requested to provide equipment and personnel to remove broken limbs, uprooted trees, scattered debris, and other such damage as may be caused by extreme weather conditions, not to include demolition of storm damaged buildings.

c. Task: Fertilization

- Prior to any fertilization, Contractor shall provide to the District's Project Manager for approval the type (example: 16-4-8) and amount of fertilizer (example: 6 lbs./1000 sq. feet) that is going to be used. Contractor shall provide fertilizer.
- Contractor shall fertilize trees, shrubs, and ground covers in perimeter beds in the month of March.
- Water fertilizer into the landscape immediately after application. Schedule fertilizer application to coincide with scheduled irrigation, which will be set by District personnel to apply 1/4 to 1/2 inch of water over the entire fertilized area.

d. Task: Pest Control – Monthly Monitoring

- Contractor shall inspect landscape trees, shrubs, and ground covers for signs of insect or disease damage. Mechanically remove badly affected plant parts. After identification of a plant pest, a County Extension Agent or the IFAS pest control manual may be consulted for the most effective and safe pesticide recommendations. Approval must be granted by the District's Project Manager prior to using any pesticides. Use only pest control methods that are least harmful to the environment. Contractor shall provide pest control chemicals.

3.Planted Areas

- Weed control – weeds should be no more than 2" in height
- Edging
- Pruning of flowers, shrubs and hedges
- Replanting – plants will be provided by the District
- Fertilization

4. Non-Plant Areas

a. Task: Weed Control, Ant Control, and Sweeping

- Contractor shall remove weeds from non-plant areas such as walkways and gravel areas by hand pulling or chemical means. Treat ant mounds as they occur or according to the Landscape and Maintenance Schedule. Fire ants will be treated using ant baits noted in section IV, 1, task 4. Sweep or blow mulch, grass clippings, soil and sand off walkways, paths, driveways, and parking areas. Debris will not be blown into buildings or onto parked vehicles.

5. Retention Pond Areas/Slopes

a. Task: Inspect Inlets

- Contractor shall inspect monthly all inlets into the retention pond area and all inlets to retention ponds. Remove any debris found in the inlets.
- Mowing
- Edging
- Weed control

- Fertilization
- Pest Control

6. Water Wise Landscaping Beds

a. Task: Water Wise Weed Control

- Contractor shall inspect the landscape weekly for weeds. At the discretion and direction of the District's Project Manager, weeds shall be removed by hand or cultivation around plants. Particular care shall be taken to avoid inadvertent removal of native plants that may appear to be weed growth.

b. Task: Water Wise Flower Beds

- Contractor shall prune plant material to maintain an informal but neat appearance. At the discretion and direction of the District's Project Manager occasional dividing, cutting back, thinning, topping, and transplanting of Mondo Grass, Lirope, Daylily, Indian River Blanket Flower, Dune Sunflower, Sand Cord grass and other ornamental grasses may be required. Refer to the *Florida Landscape: A complete guide to planting & maintenance* and/or *The Landscape Maintenance Manual* for specific pruning instructions.

c. Task: Water Wise Pruning

- Contractor shall prune trees, shrubs, and hedges planted in water wise areas of the property to remove diseased, dead, or freeze damaged plant parts. Trim hedges and perimeter plants to maintain a neat appearance. Deciduous and dormant trees may only be pruned in January and February. Refer to publications "*Your Florida Landscape: A complete guide to planting & maintenance*" and/or "*The Landscape Maintenance Manual*" for specific pruning instructions

District's Responsibilities:

- District will provide access to the sites by Contractor personnel and their equipment for the purpose of performing work listed in this Statement of Work
- The District's Project Manager will inspect work on a weekly basis during the term of this contract to ensure all requirements of this Statement of Work are met
- Provide new plants, shrubs and/or trees other than the replacement of those that were originally planted by Contractor under this contract
- Review monthly reports and invoices
- Issue requests and authorize additional work or products not specified in the Minimum Lawncare Maintenance Schedule

V. Cost Schedule

Payments shall be made monthly upon completion of work and approval of invoice by District's Project Manager.

- Monthly cost for DHQ (regular work week) \$4,583.33
- Monthly cost for DHQ (alternate work week) \$4,833.33
- Monthly cost for PBSC \$1,833.33

VII. Project Management

Scott Tilton, Operations Supervisor
386-312-2347
stilton@sjrwm.com

Attachments:

Exhibit A – Minimum Lawncare Maintenance Schedule

Exhibit B – Equipment List

**EXHIBIT A — MINIMUM LANDSCAPE MAINTENANCE SCHEDULE
DISTRICT HEADQUARTERS**

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SHRUB AND PLANT BEDS												
Weed Control	W	W	W	W	W	W	W	W	W	W	W	W
Pruning Shrubs, Hedges	M*	*	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*
Pruning Flowers	**	**	**	**	**	**	**	**	**	**	**	**
Replace dead and dying plants	*	*	*	*	*	*	*	*	*	*	*	*
Fertilization		M		M		M		M		M		
Pest Control		M				M				M		
TURF AREAS												
Weed Control	M	M	M	M	M	M	M	M	M	M	M	M
Mowing	B	B	B	W	W	W	W	W	W	W	B	B
Fertilization		M		M		M		M		M		
Pest Control				M		M		M				
Trim & Edge	B	B	B	W	W	W	W	W	W	W	B	B
Litter & Debris	W	W	W	W	W	W	W	W	W	W	W	W
NON-PLANT AREAS												
Weed Control	M	M	M	M	M	M	M	M	M	M	M	M
Pest Control	M	M	M	M	M	M	M	M	M	M	M	M
Sweeping	B	B	B	W	W	W	W	W	W	W	B	B

**** ALERNATE : AFTER HOURS LANDSCAPING WORK FOR DHQ PALATKA SITE ONLY, MAY BE REQUIRED AT SOME POINT DURING THE LIFE OF THIS AGREEMENT AT THE DISCRESION OF THE DISTRICT PROJECT MANAGER**

The Contractor shall prepare a MONTHLY SCHEDULE/ACTIVITY REPORT reflecting the activities listed for that month on the “LANDSCAPE MAINTENANCE SCHEDULE” The monthly schedule/report shall include work activities to be completed in each week of the specific month with an appropriate check box to indicate completion of each activity. The report shall also provide a comment section for the purpose of documenting specific events, recommending replacements, etc. A final monthly report summarizing work completed shall be submitted to the District’s Project Manager

**EXHIBIT A— MINIMUM LANDCARE MAINTENANCE SCHEDULE
PALM BAY SERVICE CENTER**

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
LANDSCAPING												
Weed Control	W	W	W	W	W	W	W	W	W	W	W	W
Pruning Trees	*	*	*						*	*	*	
Prune Shrubs	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*	M*
Prune Flowers	**	**	**	**	**	**	**	**	**	**	**	**
Damaged Plants	*	*	*	*	*	*	*	*	*	*	*	*
Fertilization			A									
Pest Control	W	W	W	W	W	W	W	W	W	W	W	W
TURF AREAS												
Weed Control	*	*	*	*	*	*	*	*	*	*	*	*
Mowing ***	M	M	M	W	W	W	W	W	W	W	B	B
Fertilization			A									
Pest Control	W	W	W	W	W	W	W	W	W	W	W	W
Trim & Edge	M	M	M	W	W	W	W	W	W	W	B	B
Litter & Debris	W	W	W	W	W	W	W	W	W	W	W	W
NON-PLANT AREA												
Weed Control	W	W	W	W	W	W	W	W	W	W	W	W
Pest Control	W	W	W	W	W	W	W	W	W	W	W	W
Sweeping	M	M	M	W	W	W	W	W	W	W	B	B
RETENTION POND												
Inspect Inlets	M	M	M	M	M	M	M	M	M	M	M	M
Inspect Discharge	M	M	M	M	M	M	M	M	M	M	M	M

W = Weekly B = Twice a month M = Monthly T = Twice a year A = Annually

* As directed ** As necessary after flowering *** Front area weekly **** As necessary

EXHIBIT B — REQUIRED EQUIPMENT LIST

Mowers

One – Minimum 48” (cut width) commercial-grade mower

One – Minimum 21” (cut width) walk behind, self-propelled mower

NOTE: Contractor must have at least one back-up mower of each size on site during operations to ensure no break in service

Trimming equipment

Weed eater(s)

Shear(s)

Hand pruner(s)

Hand shear(s)

Chain saw

Pole saw, manual

Pole saw, power

Hand pruning saw

Clean-up equipment

Street blower(s)

Hand rake(s)

Debris removal container(s)

Broom(s)

Pest control equipment

Selective herbicide backpack sprayer

Non-selective herbicide backpack sprayer

Insecticide backpack sprayer

Fertilization equipment

Gas or electric broadcast spreader

Push spreader with shield

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 20101185, or equivalent, naming *the St. Johns River Water Management District ("District") as Additional Insured.* All required policies shall include: (1) endorsement that waives any right of subrogation 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 thirty (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. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (a) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. 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
- (b) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000
- (c) **Professional Liability:** \$500,000 per occurrence

AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND YELLOWSTONE LANDSCAPE SOUTHEAST, LLC
FOR LAWCARE SERVICES DHQ + PALM BAY

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and YELLOWSTONE LANDSCAPE SOUTHEAST, LLC ("CONTRACTOR") whose address is 3235 N. State Street Bunnell, Florida 32110, and is effective on October 1, 2021.

PREMISES:

The parties entered into an agreement on December 1, 2020, for Lawncare Services DHQ + Palm Bay ("Agreement"). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(c) TERM OF AGREEMENT: delete -- this paragraph and replace it with the following paragraph:
 - (a) **Completion Date.** The Completion Date of this Agreement is September 30, 2022, unless extended by mutual agreement of the parties. The Work shall be completed for use no later than said date.
2. Paragraph 4 (a) – FUNDING OF AGREEMENT: Delete and replace with the following:
 - (a) For satisfactory performance of the Work, the District agrees to pay Contractor as additional compensation the not-to exceed amount of \$78,500.
 - (b)

District Fiscal Year	Monthly Cost DHQ	Monthly Cost Palm Bay
FY21- 22 (Oct 1, 2021 – Nov 30, 2022)	\$4,583.33	\$1,958.33

4. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

YELLOWSTONE LANDSCAPE SOUTHEAST,
LLC

By: Michael A. Register, P.E.
Michael A. Register, P.E. Executive Director, or Designee

By: Jackson Edwards

Date: 11/19/21

Typed Name and Title
Date: JACKSON EDWARDS
BRANCH MANAGER
11/19/21

**AMENDMENT 2 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
FOR LAWCARE SERVICES DHQ + PALM BAY**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC ("Contractor") whose address is 1065 SR 207, St. Augustine, FL 32086, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 36244 on December 1, 2020 for Lawncare Services DHQ + Palm Bay ("Agreement") and amended the Agreement on November 19, 2021 (Amendment 1) and renewed the Agreement on November 17, 2022. The parties desire to further amend the Agreement.

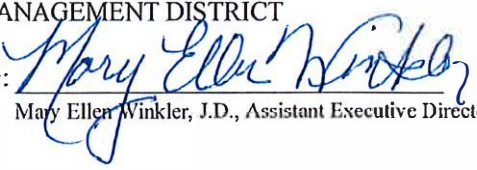
NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

- 1. Paragraph 1 (c) TERM: Completion Date: delete and replace with the following:
The Completion Date of this Agreement is December 31, 2023, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- 2. Paragraph 4 (a) FUNDING OF AGREEMENT: delete and replace with the following:
For satisfactory performance of the Work outlined in the Contract during this period, the District agrees to pay the Contractor the not to exceed amount of \$85,041.66.

District Fiscal Year	Monthly Cost DHQ	Monthly Cost Palm Bay
FY 2023-24 (December 2023)	\$4,583.33	\$1,958.33

- 3. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
By: 
Mary Ellen Winkler, J.D., Assistant Executive Director

YELLOWSTONE LANDSCAPE
By: 
Richard T. Rentz Branch Manager
T. Rentz Name and Title

Date: October 6, 2023

Date: 10/11/23

**RENEWAL OF THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND YELLOWSTONE LANDSCAPE SOUTHEAST, LLC
FOR LAWCARE SERVICES DHQ & PALM BAY**

THIS RENEWAL AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and YELLOWSTONE LANDSCAPE SOUTHEAST, LLC ("Contractor"), whose address is 3235 N State Street, Bunnell, Florida 32110.

PREMISES:

The parties entered into an Agreement on December 1, 2020, for Lawncare Services DHQ & Palm Bay ("Agreement") and amended this Agreement on October 1, 2021 (Amendment 1), and now desire to renew the Agreement, including any subsequent amendments, except as otherwise provided for herein.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this Renewal Agreement, and the mutual covenants contained herein, the parties hereby agree as follows:

1. Amendment 1 referenced above erroneously revised the Completion Date as September 30, 2022. The Effective Date should have been December 1, 2021, and ending November 30, 2022.
2. The Agreement, Contract 36244, is hereby renewed for an additional 12-month period, beginning December 1, 2022, and ending November 30, 2023. For satisfactory performance of the Work outlined in the Contract during this period, the District agrees to pay the Contractor the not to exceed amount of \$78,500.

District Fiscal Year	Monthly Cost DHQ	Monthly Cost Palm Bay
FY22-23 (Dec. 1, 2022 – Sept. 30, 2023)	\$4,583.33	\$1,958.33
FY23-24 (Oct.1, 2023 – Nov. 30, 2023)	\$4,583.33	\$1,958.33

3. All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

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

YELLOWSTONE LANDSCAPE SOUTHEAST,
LLC

By: John Distler, Business Development Manager
John Distler

Typed Name and Title

Date: 11/14/22

Date: 11/17/2022

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND BAKER COMMERCIAL LANDSCAPING, INC. FOR
LAWNCARE SERVICES FOR APOPKA SERVICE CENTER**

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 Baker Commercial Landscaping, Inc. (“Contractor”), whose address is P.O. Box 5420, Winter Park, FL 32793-5420. 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 Contract 38002, Lawncare Services for Apopka Service Center (the “Work”). Contractor shall complete the Work in conformity with this Agreement, which includes 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. 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 August 1, 2022.
- (c) **Completion Date.** The Completion Date of this Agreement is July 31, 2023, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

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.

- 3. OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor 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.

4. FUNDING OF AGREEMENT

(a) For satisfactory performance of the Work, the District agrees to pay Contractor the not to exceed amount of \$18,780.00 (the “Total Compensation”).

	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Year
Landscape Maintenance Service	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$16,380.00
Irrigation Services	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$1,125.00
Fertilization & Pest Control Service	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$1,275.00
Totals	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$18780.00

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

5. PAYMENT OF INVOICES

(a) Contractor shall submit itemized invoices on a monthly basis for the work by one of the following two methods: (1) by email to acctpay@sjrwmnd.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) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) 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 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 withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **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.
7. **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.
8. **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.

9. **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.

10. **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.

DISTRICT

Scott Tilton, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2571
Phone: 386 312- 3
386 93 13 8
Email: stilton@sjrwmd.com

CONTRACTOR

Trey Rolquin, Project Manager
Baker Commercial Landscaping, Inc.
P.O. Box 5420
Winter Park, FL 32793-5420
Phone: (407) 448-7526
Email: trey@bakerslandscaping.com

- (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.
- (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.

11. 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.

12. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **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.

13. **TERMINATION.** The District may terminate this Agreement without cause upon ten days' written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure. Upon termination with or without cause, the District may take possession of and finish the Work by whatever means it deems expedient. Contractor may terminate this contract only if the District fails to pay sums when due. In such event, Contractor shall provide the District no less than ten days' prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

14. DEFINITIONS

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.

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.

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.

15. **ACCESS.** The District will provide sufficient access to accomplish any Work performed on District property. Land access to the work area shall be restricted to the route designated by the District. Access routes shall be used only for the Work. Contractor shall not disturb lands or waters outside the area of activity, except as authorized by the District. 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. Contractor shall be responsible for providing lock(s) to District properties, unless otherwise stated in the Statement of Work.

16. **ASSIGNMENT AND SUBCONTRACTS.** Contractor shall not sublet, assign, or transfer any Work, involving more than 20% of the total cost of the Work, or assign any monies due or to become due hereunder, without the District’s prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. 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.

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.

18. **BONDS**

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a payment bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (b) **Performance Bond.** A performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.
- (e) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the District.

19. **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.

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.

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.

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.

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.

- 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.

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.
- (c) If Contractor 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 Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor 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.** Contractor 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 Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor 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, Contractor must provide the District with evidence that Contractor 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.uscis.gov/e-verify.

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.

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 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.
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, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
30. **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.
31. **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.
32. **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.

33. **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.

34. **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**

35. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, 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. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. 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.
36. **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.
37. **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.

38. **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, Contractor 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.
39. **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

BAKER COMMERCIAL LANDSCAPING, INC.

By: Richard "Dave" Dickens
Richard "Dave" Dickens, Office Director, or designee,
Transportation, Facilities, and Safety Services

By: Marc A. Blum
Marc A. Blum President
Typed Name and Title

Date: 8/3/22

Date: 8-8-2022

- Attachments:
Attachment A — Statement of Work/Technical Specifications
Attachment B — Insurance Requirements
Attachment C — District's Supplemental Instructions (sample)

Landscape Services Contract

Apopka Service Center

LANDSCAPE MAINTENANCE SERVICES

I. MOWING

The mowing of all turf areas of the property no less than once each seven days in the heavy growing season. April 1st to October 15th.

Mowing from October 15th through March 30th will be regulated on an as needed basis.

Mowing height will be no less than three (3) inches, not more than four (4) inches.

II. EDGING

The edging of all walks and other paved areas three (3) times per month, or as needed, during the period of October 15th through March 30th.

The edging of all plant bed areas two (2) times per month, or as needed to maintain a crisp, clean appearance, free of grass invasion.

III. WEEDING

Weeding of all plant bed areas as often as necessary to maintain aesthetic order. Any dead or diseased plants shall be removed promptly from all beds. Spent blooms of the display type will be removed regularly when they become unsightly.

IV. PRUNING

The selective pruning as needed to all woody ornamentals and trees, up to ten (10) feet (lifting) in height, to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. All cuts shall be made in accordance with accepted standards established by the International Shade Tree Conference, or at the discretion of the Grounds Manager.

Sufficient warning devices shall be used when necessary, to provide safety to persons and vehicular traffic within any area undergoing pruning. Work will be scheduled to give the least possible interference to building occupants and visitors.

V. SHEARING/CLIPPING/TRIMMING

Shearing of qualifying shrubs and hedges to maintain a crisp appearance, and to conform to the landscape design intended by the landscape architect and the Customer.

Except for desired hedges, all pruning, trimming, and thinning of plants will be done so that the natural shapes are retained. If the previous maintenance practice has been to shear, then a natural shape will be restored gradually.

VI. BLOWING

The sweeping or blowing of all walks and other paved areas littered in the lawn maintenance process.

VII. TRASH REMOVAL

All debris and/or litter (paper, trash, bottles, etc.) shall be removed from the turf areas and shrub beds.

VIII. DEBRIS REMOVAL

The removal of maintenance-related debris shall be the responsibility of the Service Provider. This would include turf clippings, selective pruning/shearing clippings, earth displaced by mowing equipment, edging debris, debris encumbering mowing areas, and light trash removal unrelated to discarded garbage, furniture or other bulk items unrelated to yard waste.

IRRIGATION SYSTEM CHECK

All sprinkler systems to be inspected and adjusted 1x per month as per the following:

- Gear drive heads shall be adjusted for proper distance, pattern, and operation. Spray heads shall be adjusted for proper direction and flow pattern.
- Irrigated areas shall be inspected for leaks and washouts.
- Zone valves shall be checked for proper operation.
- Timers shall be checked for proper programming and operation. Watering times shall be adjusted for each zone and watering requirements.
- Equipment that is connected to the sprinkler system shall be monitored for proper operation.
- Service Provider shall process all exchanges on products covered under manufacturer warranty.
- Repairs to the sprinkler system shall be made at the rate of \$75.00 per hour plus parts and materials.
- Service Provider is authorized to make repairs up to \$ _____ per visit without prior authorization from the Purchaser.
- Service calls will be billed at a minimum of 1 hour to include travel time to the jobsite.
- Parts and materials shall be discounted to the Purchaser at a rate of **15%** off of list price at the time of installation.
- Contractor shall not be responsible for landscape material that may perish due to poor design of the sprinkler system or the availability of water.
- A monthly itemized billing statement detailing specific repairs, parts used, and locations; shall be provided to the Purchaser.

FERTILIZATION & PEST CONTROL SERVICE - LAWN, TREE & SHRUB

I. Pests & Diseases

All turf and shrubs will be treated for pest and diseases as needed based upon an IPM program and the contractual treatment occurrences agreed upon. Broadleaf, sedge, and grassy turf weeds shall be treated at the first sign of growth. Torpedograss, Crabgrass, Doveweed, and Bermuda *CAN NOT* be controlled in St. Augustine turf grass. Sod replacement of infected area would be recommended. Turf diseases like Brown Patch, Large Patch, Take All Root Rot, etc. could still occur with treatments based upon the weather and soil conditions.

II. Fertilization

The turf will be fertilized with a granular slow release fertilizer (3) times per year. All shrubs will be fertilized with a granular slow release fertilizer (2) times per year in the Spring and Fall. A liquid fertilizer will be utilized between granular applications to maintain color. Baker Fertilization and Pest Control follows all GI-BMP fertilizer guidelines.

III. Palms

Palms shall be treated with an insecticide and fertilizer once an extra bill proposal has been submitted and approved by client.

IV. Aeration & Top Dressing

Aeration and or Top Dressing of turf shall be completed once as extra work approved by client. Two (2) aerations per year (Spring and late Fall) are recommended for Zoysia and Bermuda turfgrass.

V. Irrigation

Unless contracted by Baker Commercial Landscaping to maintain the irrigation system, Baker Fertilization and Pest Control does not control, alter, or check irrigation timers, valves, or irrigation heads unless prior specified by client. Baker Fertilization and Pest Control recommends following all watering regulations and watering days based upon the county laws.

OPTIONAL SERVICES OFFERED (not inclusive in contract unless specified)

Service Provider offers all of the aforementioned as Optional Services unless specified in Contract Budget and to be included in budgeted contract billing.

Replacement of turf, plant life, or irrigation components unless mutually agreed to be in the liability of the Service Provider.

MULCH

Installation of mulch at prevailing market rates plus labor. Mulch is installed one time annually unless specified otherwise.

LIABILITY

Service Provider is not responsible for the condition of the landscape due to freeze, drought, irrigation deficiencies, storm damage, age of plants and trees beyond their limited life span, improper pruning or trimming performed prior to the date of this contract, and any other weather conditions that cause plant and turf damage. Service Provider assumes no liability for damages or consequential damage caused by conditions of liability beyond its control, including but not limited to, Fungi, Pathogens, Galls, etc.

BILLING AND PAYMENT DATES

Regular monthly services will be billed in advance at the beginning of each month. Terms of payment are Net 30 days. Large jobs may require 50% deposit, if requested by Service Provider.

Customer agrees to pay Service Provider the monthly sum in accordance with **Proposed Landscape Services Budget (Attached)**.

A late fee may be added to invoices if not paid within 60 days.

Customer agrees to pay any and all costs incurred by Service Provider in collection of same, including reasonable attorney's fees.

Both parties agree that either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party. Payment for thirty days following termination notice will still be due if Customer chooses to terminate services prior to 30 days.

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 ("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 \$500,000 for personal injury, bodily injury, and property damage, with an aggregate of \$1,000,000. Coverage shall include: (1) liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of Florida Law.

ATTACHMENT — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

Baker Commercial Landscaping, Inc.
P O BOX 5420
WINTER PARK, FL 32793-5420

FROM:

Scott Tilton, Project Manager

CONTRACT NUMBER: 38002

CONTRACT TITLE: Lawncare Services for Apopka Service Center

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: _____
Scott Tilton, District Project Manager

Acknowledged: _____ Date: _____
LaDonna Johnson, District Associate Procurement Specialist

c: Contract file
Financial Services

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND BAKER COMMERCIAL LANDSCAPING, INC.
FOR LAWCARE SERVICES FOR APOPKA SERVICE CENTER**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, FL 32177-2571, and BAKER COMMERCIAL LANDSCAPING, INC. ("Contractor") whose address is P.O. Box 5420, Winter Park, FL 32793-5420, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 38002 on August 8, 2022, for Lawncare Services for Apopka Service Center ("Agreement") and the parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

- 1. Paragraph – 1. TERM (c): delete and replace with the following:

The Completion Date of this Agreement is September 30, 2025, unless extended by mutual written agreement of the parties. The Work shall be completed in accordance with the timeframes in the Statement of Work but no later than the Completion Date.

- 2. Paragraph – 4. FUNDING OF AGREEMENT (a): delete and replace with the following:

For satisfactory performance of the Work, the District agrees to pay Contractor as additional compensation the following not to exceed amount \$41,912. This increases the total Compensation to \$60,692.

Fiscal Year: August 1, 2023 – September 30, 2023 Amount: \$3,224

Fiscal Year: October 1, 2023 – September 30, 2024 Amount: \$19,344

Fiscal Year: October 1, 2024 – September 30, 2025 Amount: \$19,344

- 3. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.
- 4.

IN WITNESS WHEREOF, the parties here to have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

BAKER COMMERCIAL LANDSCAPING, INC.

By: Richard Dickens

By: Marc A. Blum

Richard Dickens, Bureau Chief, Transportation & Facilities

Marc A. Blum, President

Typed Name and Title

Date: 7/25/23

Date: 7-26-2023

ATTACHMENT B – TABULATION SHEET/QUOTE

- ❖ 36244 – LAWNCARE SERVICES FOR DISTRICT HEADQUARTERS AND PALM BAY SERVICE CENTER
- ❖ 38002 – LAWNCARE SERVICES FOR APOPKA SERVICE CENTER

TABULATION SHEET/QUOTE CONTINUED ON NEXT PAGE

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

TABULATION SHEET IFB 36244

DATE: November 5, 2020 **TIME:** 2:00 PM

LAWNCARE SERVICES DHQ + PALM BAY

Respondent	Monthly Cost DHQ	Annual Cost	Alternate Monthly Cost DHQ	Annual Cost	Monthly Cost Palm Bay	Annual Cost
Brightview Landscape	\$3,888.67	\$46,664	\$5,096.92	\$61,163	\$3,534.00	\$42,408
Yellowstone Landscape	\$4,583.33	\$55,000	\$4,833.33	\$58,500	\$1,833.33	\$22,000

Addendum B: Apopka Service Center 2022 Proposed Landscape Budget Information

Contracted Services

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Year
Landscape Maintenance Service	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00	\$16,380.00
Irrigation Services	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$1,125.00
Fertilization & Pest Control Service	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$106.25	\$1,275.00
Totals	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$1565.00	\$18780.00

Proposed Enhancements*

*Proposals will be sent and require a signature approval before proceeding

Mulch	\$8840.00												8840.00
Totals	\$8840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8840.00

Approved By: _____
Print
Sign
Date

Start Date: 08/01/2022