



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: December 8, 2022

TO: Prospective Respondents

FROM: LaDonna Johnson, Associate Procurement Specialist

SUBJECT: Addendum #1 to Invitation for Bid, # 38295, Districtwide Service Mowing

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

Q1: Will Work Orders be issued?

A1: Yes, there are two work orders per year; one for the growing season and one for the winter season.

Q2: Is there a time when service mowing requires over a 3-point slope mowing?

A2: Yes, there are some areas that have slopes of 3 Horizontal to 1 Vertical, particularly around some of our structures. However, if the Contractor identifies areas they feel cannot be mowed safely, they may notify the District Project Manager.

Q3: What is the cutoff for questions?

A3: All inquiries for addenda are due by 3:00 pm on Friday, December 9, 2022

Q4: Who is responsible for debris removal and how much?

A4: Per the Statement of Work under Contractor's Responsibilities:

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

Q5: Is weed trimming required near rocks/water structures i.e., Apopka West Side of Property? Also, would those structures be a part of bid?

A5: Yes, in some cases. The mowing maps and tables specifically list individual features that must be mowed around. These are primarily man-made structures, but in some cases, it may be necessary to trim along the edges of riprap that lie around our structures or walkways.

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

Q6: What is your recommendation for mowing around signs?

A6: District recommends Circle Shape or V-Shape. The Statement of Work specifies: *The contractor shall string or blade trim immediately adjacent to and underneath the feature and mow a minimum 5 feet around the feature in each direction. This 5-foot distance was selected to allow space for a transition between the service mowing and large machine mowing. Spraying of herbicides to help control vegetation around/under standard features is allowed, see Section IV – Scope of Work for additional requirements.*

Q7: What is the current contract amount?

A7: The following contract amounts by region are for the three-year contract period which includes modifications for fuel adjustments. See Attachment B for previous tab sheet.

- North, South and West Region - \$125,103.04
- North Central Region – \$34,735.00
- Southwest Region – \$91,460.00
- South Central Region - \$28,539.93

Revisions:

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

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

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

NORTH REGION: Attachment A2 – Revised Cost Schedule/Table

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

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

NOTE: The Bid Due Date remains 2:00 p.m., Thursday, December 15, 2022

Please acknowledge receipt of this Addendum on the BID FORM provided in the solicitation package. If you have any questions, please e-mail me at ljohnson@sjrwmd.com.

Attachments:

- Attachment A1 – Revised Cost Schedule/Table for NORTH CENTRAL REGION
- Attachment A2 – Revised Cost Schedule/Table for NORTH REGION
- Attachment B – Previous Solicitation Award Information
- Agreement Revisions
- Non-Mandatory Pre-Bid Conference Sign-In Sheet and Recording (separate file)

ATTACHMENT A1 - REVISED COST SCHEDULE/TABLE

Bid Tabulation Sheet
North Central Region Service Mowing

Property Name	Number of Features	Total Square Footage	Acreage	Estimated Yearly Mowing Cycles	Cost Per Mowing Cycle	Total Cost
Clark Bay Conservation Area	6	19,490	0.5	9	\$	\$
Heart Island Conservation Area	44	250,340	5.8	9	\$	\$
Crescent Lake Conservation Area	8	68,945	1.6	9	\$	\$
Lake George Conservation Area	14	332,961	7.6	9	\$	\$
Ocklawaha Prairie Conservation Area	51	147,605	3.4	13	\$	\$
Sunnyhill Restoration Area	54	851,905	19.6	13	\$	\$
Emeralda Marsh Restoration Area	59	167,605	3.9	13	\$	\$
TOTALS		1,838,851	42.4		TOTAL ESTIMATED COST	\$

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

Bid Tabulation Sheet
North Region Service Mowing

Property Name	Number of Features	Total Square Footage	Acreage	Estimated Yearly Mowing Cycles	Total Cost Per Mowing Cycle	Total Cost
Bayard Conservation Area	33	438,574	10.1	9	\$	\$
Black Creek Ravines	10	39,700	0.9	9		
Gourd Island Conservation Area	2	8,670	0.2	9	\$	\$
Twelve Mile Swamp Conservation Area	2	23,190	0.5	9	\$	\$
Stokes Landing Conservation Area	3	15,075	0.4	9	\$	\$
Moses Creek Conservation Area	3	56,100	1.3	9	\$	\$
Deep Creek Lambert	3	11,300	0.3	9	\$	\$
Deep Creek Yarbrough	3	27,235	0.6	9	\$	\$
Dunns Creek Conservation Area	10	73,031	1.7	9	\$	\$
Murphy Creek Conservation Area	5	14,990	0.3	9	\$	\$
TOTALS		707,865	16.3		TOTAL ESTIMATED COST	\$

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

Black Creek Ravines Service Mowing Review

Date: 10/31/2022
 Inspector: Steve Turrentine

Identifier	Type of Feature	Frequency	Description of Mowing Needs	Comments	Estimate of Sq. Footage	Estimated Number of Cuts per Year
BL-01	Parking	Modified Monthly	Open Area	Includes BL-02, BL-03, & BL-04.	13,000	9
BL-02	Gate	Modified Monthly	Standard Feature	Included in BL-01	0	9
BL-03	Gate	Modified Monthly	Standard Feature	Included in BL-01	0	9
BL-04	Mounting Steps	Modified Monthly	Standard Feature	Included in BL-01	0	9
BL-05	Parking	Modified Monthly	Open Area	Includes BL-06, & BL-07	17,500	9
BL-06	Sigh	Modified Monthly	Standard Feature	Included in BL-05	0	9
BL-07	Mounting Steps	Modified Monthly	Standard Feature	included in BL-05	0	9
BL-08	Gate	Modified Monthly	Standard Feature	Included in BL-10	0	9
BL-09	Gate	Modified Monthly	Standard Feature	Included in BL-10	0	9
BL-10	Campsite	Modified Monthly	Open Area	Includes BL-08 & BL-09	9,200	9
Total Square Footage:					39,700	

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ TO/FOR
DISTRICTWIDE SERVICE MOWING**

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 _____ ("Contractor"), whose address is _____. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 38295, Districtwide Service Mowing (the "Work"). In accordance with IFB 38295, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is March 31, 2026, unless extended by mutual written agreement of the parties. The Completion Date for specific **Work Orders** shall be the time for completion stated in the **Work Order**; which shall be agreed upon by both parties.
- (d) **Commencement of Work.** Contractor shall commence the Work within **714** days of issuance of a Work Order by the District, **unless a specific date is provided in the Work Order**. This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work in accordance with the Statement of Work and the time for completion stated therein.

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~~2. DELIVERABLES:~~

~~(a)~~2. The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein **and as provided in any issued Work Order**. Contractor is responsible for the professional quality 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

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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, 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.~~

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3. FUNDING OF AGREEMENT

~~For satisfactory performance of the Work, the District agrees to pay Contractor a sum not to exceed \$ (the "Total Compensation"). The total amount of all Work Orders under this Agreement shall not exceed the Total Compensation. The compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of this Agreement and the Work Order.~~

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~~The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:~~

~~Fiscal Year: October 1, 20 - September 30, 20 Amount: \$
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~~Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.~~

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~~(a) For satisfactory performance of the Work, the District agrees to pay compensation stated in each Work Order and billed in accordance with the terms of the Work Order.~~

~~(b) **Annual budgetary limitation.** For multi-fiscal year agreements, the District will budget the amount of funds that will be expended during each fiscal year as accurately as possible.~~

4. PAYMENT OF INVOICES

(a) Contractor shall submit itemized invoices (as specified in each Work Order) by one of the following two methods: (1) by email to acctpay@sjrwmd.com (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.

- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District ~~W~~ork ~~-O~~order number; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Project Manager or Work Order Manager; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work and ~~W~~ork ~~O~~rders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement or project estimate for a Work Order includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive *391, Travel and Per Diem 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)(f)~~ **Payments.** The District shall pay Contractor 100% of each approved invoice.

5. **PAYMENT AND RELEASE.** ~~Upon satisfactory completion of the Work, the District will provide a written statement accepting all deliverables.~~ Contractor's acceptance of final payment ~~for Work performed under a Work Order~~ shall constitute a release in full of all Contractor claims against the District arising from the performance of ~~the Work under that Work Order~~ *this Agreement*, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
6. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this ~~contract~~ *Agreement*.
7. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
8. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem

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

9. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Manager 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; ~~or~~ (4) email ~~or~~ ~~(5) fax~~. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email ~~or fax~~ are deemed delivered on the date transmitted and received.

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

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a "Work Order Manager" as the Project Manager for a specific Work Order, who shall have the same responsibilities as the District's Project Manager for that Work Order only.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. ~~-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 and/or ceases to be in its employ. The superintendent shall represent in the absence of 's Project Manager. All directions given to him shall be as binding as if given to -~~ 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, a Work order, or the District's instructions, that person shall ~~thereupon be~~ immediately dismissed from the project and shall not ~~be given employment on perform~~ any further Wwork connected with this Agreement. ~~The District may request -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.

10. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- ~~(a) **Progress Reports.** If requested by the District, 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, and may include emails, memos, and letters.~~
- (a) **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.
- (b) **Failure to Meet Schedule.** If progress of the Work falls 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. If the Contractor fails to take the necessary steps to get the Work back on schedule, the District may advise Contractor through a "cure" notice that the Work Order and this Agreement is are subject to termination for cause if the failure is not cured within the time frame specified in said notice.

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11. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- ~~(b) **Delay.** shall not be compensated for delays caused by 's inefficiency, rework made necessary by '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, 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.~~

12. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

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

(b) **Change Orders**

- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the ~~contract Agreement~~ or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, ~~together with vouchers~~. The Project Manager will certify the amount due Contractor, ~~including reasonable allowances for overhead and profit~~. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

(c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the

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dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

13. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement, and any Work Order issued under it, 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 Order 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 of the Agreement or a Work Order hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement or a Work Order 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 or Work Order**

- (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 or a Work Order 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)**

14. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. ~~shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition.~~
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use, and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. ~~Unless otherwise stated in the specifications, shall be responsible for providing lock(s) to District properties.~~

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.
- (b) Contractor is responsible for fulfilling all **W**ork 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. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall ~~restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement.~~ shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
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.

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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.

25. DUTY TO INSPECT AND REPORT DEFICIENCIES IN STATEMENT OF WORK

- (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.

26. EMPLOYMENT ELIGIBILITY.

- (a) Pursuant to section 448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov.
- (b) Contractor shall include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated section 448.095, Fla. Stat., and notifies Contractor of such, but the Contractor otherwise complied with the statute, then Contractor shall immediately terminate the contract with the Subcontractor.

27. FUEL COST ADJUSTMENT

- (a) Contractor may request fuel cost adjustments no more than once per quarter if the cost of fuel changes, as determined by the fuel cost indices below, by more than 15%. For these purposes, quarters begin on October 1, January 1, April 1, and July 1. Fuel cost adjustments will be based on one or more of the following or upon mutual agreement, alternate equivalent indices: the [Producer Price Index Commodity Data \(PPI\) for Series Id: WPU0571; Not Seasonally Adjusted; Group: Fuels and related products and power; Item: Gasoline; Base Date: 8200 and Series Id: WPU057303; Not Seasonally Adjusted; Group: Fuels and related products and power; Item: #2 Diesel fuel; Base Date: 8200; <https://data.bls.gov/timeseries/WPU057303>.](#)
- (b) To calculate an adjustment, take the Preliminary PPI at the time of the adjustment request minus the Preliminary PPI for the Reference Date (the initial Reference Date is the Effective Date of the Agreement, subsequently, the date of the most recent adjustment) divided by the Preliminary PPI for the Reference Date, multiplied by the Fuel Cost Percentage (initially, the percentage of cost attributed to fuel on the Effective Date of the Agreement; subsequently, the adjusted percentage of cost attributed to fuel based on the most recent adjusted costs), multiplied by the total cost

(initially, the total cost on the Effective Date of the Agreement; subsequently, the most recent adjusted total cost).

(c) Requests for adjustment shall be submitted to the Project Manager and shall include the data and calculations used to determine the adjustment. The fuel adjustment, if approved, will be effective as of the date the District receives a request that complies with the above.

(d) The District may impose a fuel cost adjustment based on the above calculations. Such adjustment shall be effective as of the date Contractor receives notice of the adjustment, including the data and calculations used to determine the adjustment. The District reserves the right to withhold an amount reflecting a properly imposed District fuel cost adjustment from payment of any invoice for work performed after the effective date of the adjustment that fails to accurately reflect the adjustment.

(b)

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27-28. 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 legal proceedings is Putnam County or federal legal proceedings shall be in Duval County; 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.

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28-29. 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.

29-30. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

~~30.~~**31. LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

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

32. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

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

34. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume. District Project Manager must provide written approval prior to Contractor mobilizing petroleum storage tank(s) onto District property.

35. PUBLIC RECORDS

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (ii) Upon request from the District's custodian of public records, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 - (iii) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.
- (d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS ~~AGREEMENT/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@sjrwm.com**

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

37. **REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

~~(d) **District Technical Assistance.** The District may elect to provide technical assistance to in order to complete satisfactory performance of the Work. If the District is performing a function that is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. shall not~~

~~be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.~~

38. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. 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.
39. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

40. WORK ORDERS

~~(a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly complete a portion or all of the work at its sole discretion.~~

~~(b)(a)~~ (a) Work Orders shall be issued in general accordance with the Statement of Work (Attachment A) and Schedule of Values. ~~The District makes no guarantees of any amount of work to be awarded issued under the Agreement. The District reserves the right to directly complete a portion or all of the Work at its sole discretion.~~

~~(e)(b)~~ (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order, ~~and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order.~~ All Work shall be done to the satisfaction of the District's Project Manager or Work Order Manager and subject to the other terms of this Agreement ~~and the Work Order.~~ The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.

41. **WORK SCHEDULE.** ~~For construction or other services upon District property, n~~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.

FUEL COST ADJUSTMENT

~~may request fuel cost adjustments no more than once per quarter if the cost of fuel changes, as determined by the fuel cost indices below, by more than 15%. For these purposes, quarters begin~~

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on October 1, January 1, April 1, and July 1. Fuel cost adjustments will be based on one or more of the following or upon mutual agreement, alternate equivalent indices; the Producer Price Index Commodity Data (PPI) for Series Id: WPU0571; Not Seasonally Adjusted; Group: Fuels and related products and power; Item: Gasoline; Base Date: 8200 and Series Id: WPU057303; Not Seasonally Adjusted; Group: Fuels and related products and power; Item: #2 Diesel fuel; Base Date: 8200; <https://data.bls.gov/timeseries/WPU057303>.

- ~~— To calculate an adjustment, take the Preliminary PPI at the time of the adjustment request minus the Preliminary PPI for the Reference Date (the initial Reference Date is the Effective Date of the Agreement, subsequently, the date of the most recent adjustment) divided by the Preliminary PPI for the Reference Date, multiplied by the Fuel Cost Percentage (initially, the percentage of cost attributed to fuel on the Effective Date of the Agreement; subsequently, the adjusted percentage of cost attributed to fuel based on the most recent adjusted costs), multiplied by the total cost (initially, the total cost on the Effective Date of the Agreement; subsequently, the most recent adjusted total cost).~~
- ~~— Requests for adjustment shall be submitted to the Project Manager and shall include the data and calculations used to determine the adjustment. The fuel adjustment, if approved, will be effective as of the date the District receives a request that complies with the above.~~
- ~~— The District may impose a fuel cost adjustment based on the above calculations. Such adjustment shall be effective as of the date receives notice of the adjustment, including the data and calculations used to determine the adjustment. The District reserves the right to withhold an amount reflecting a properly imposed District fuel cost adjustment from payment of any invoice for work performed after the effective date of the adjustment that fails to accurately reflect the adjustment.~~

~~41.~~

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

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

By: _____

Typed Name and Title

Date: _____

Date: _____

Attachments:

Attachment A — Statement of Work/Technical Specifications

Attachment B — Insurance Requirements

Attachment C — District's Supplemental Instructions (sample)

Attachment D — Work Order Authorization (sample)

~~Attachment E — Contractor's Affidavit — Final Payment~~

~~Attachment F — Contractor's Affidavit — Non Final Payment~~

ATTACHMENT A — STATEMENT OF WORK

**ATTACHMENT A
STATEMENT OF WORK
DISTRICT WIDE SERVICE MOWING**

I. INTRODUCTION/BACKGROUND:

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

Maintenance mowing of vegetated levees, roads, trails, and rights-of-way (ROW) ensures adequate safe access for maintaining the flood control system and public recreational areas. This Statement of Work (SOW) is for Service Mowing services which are required within these areas. The type and frequency of mowing varies by property, but shall conform to the specifications and performance standards described within this SOW. The District ~~requires mowing in~~ ~~is soliciting mowing requests~~ ~~for~~ six (6) Regions, defined as the North, North Central, South Central, Southwest, West, and South Regions. The general mowing location(s), acreage, and frequency of mowing in each ~~r~~Region can be found in Appendix A of this SOW. Specific mowing locations can be found on a dedicated webpage which provides access to an ArcGIS map titled "SJRWMD Contract Mowing FY2023 Procurement – Service", see Appendix C for instructions.

II. OBJECTIVE:

The objective is to provide Service Mowing services to ensure safe access on District properties, make it easier for the public to observe signage, and prevent interference with operational efficiency by maintaining desirable vegetation height and coverage.

III. ~~DEFINITIONS~~ MOWING DESCRIPTIONS:

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

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

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

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

Standard Feature Mowing: A feature can be any manmade structure, sign, kiosk, gate, survey marker, transformer, observation tower, headwall, fence, guardrail, etc. Standard feature mowing

shall include both zero turn mowing and string or blade trimming around the feature. The contractor shall string or blade trim immediately adjacent to and underneath the feature and mow a minimum 5 feet around the feature in each direction. This 5-foot distance was selected to allow space for a transition between the service mowing and large machine mowing. Spraying of herbicides to help control vegetation around/under standard features is allowed, see Section IV – Scope of Work for additional requirements.

Open Area Mowing: Open area mowing will include any feature that requires a greater mowing area than the 5' distance specified in Standard Feature Mowing. Contractor shall mow all open area within perimeter fences and right-of-way (ROW) boundaries, as well as 5-foot outside boundary gate(s) and perimeter fences. String or blade trim around all types of features within the mowing boundary to include, but not be limited to fencing, signs, gates, kiosks, trees, and guardrails. Open areas may include, but are not limited to parking areas, recreational sites, hiking trails, camp sites, but ~~also~~ may include individual features that require more than 5' of mowing around or adjacent to the feature.

Special Feature Mowing: Mowing at these designated sites is essentially landscape mowing. Special Feature sites may be recreational pads, boat ramps, or security residences. The special feature site mowing shall include mowing, string or blade trimming around all structures and features within the special feature mowing area, edging, blowing debris off sidewalks & parking areas, and trash pickup.

String or Blade Trimming: Work completed with brush cutting or string trimming equipment performed around manmade or natural features including structures, gates, bridges, towers, headwalls, fence post, power poles with transformers/meters, walkways, telemetry sites, survey markings, signage posts, and trees. String or blade trimming will be done immediately adjacent/around to each feature to control vegetation growth around the feature. If the contractor is unable to string or blade trim up to the feature, then the contractor will mow as close as possible and inform the District Project Manager of the issue.

Spraying: Spraying refers to spraying of herbicides under and/or within 6" of features to reduce the amount of string or blade trimming needed. Further requirements for spraying are described in Section IV - Scope of Work, below.

Grass Edgers: At special feature mowing sites, edging is required within the mowing area. Edging will be done in order to prevent vegetation from growing up onto hard surfaces such as concrete and asphalt. Edging will be done at a frequency that prevents the vegetation from growing over the hard surfaces.

Trash Pickup: Trash pickup will occur at all mowing sites in order to prevent debris from being caught in the mowers and scattering the debris remains over the mowing site. At special feature mowing sites, the contractor will remove all debris from line of sight at the mowing location. The debris will be removed off site and disposed of properly.

Blowing: At special feature mowing sites, the contractor will use a commercial grade blower to remove any vegetation debris from the hard surfaces located within the mowing area.

IV. SCOPE OF WORK:

Service mowing (Zero-turn, Trimmer, etc.): Requires all vegetation within the designated work area be cut to a consistent height that will be generally between two inches and four inches depending on

vegetation type and ground level. Brush/limb cutting and trimming shall be performed around fencing, signs, gates, structures, bridges, culverts, walkways, benches, telemetry sites survey markings, power poles with meters and other man-made structures as required to maintain minimum mowing requirements.

Equipment shall be mechanically sound and capable of operating safely. It is the Contractor's responsibility to maintain machines in operating order and to provide an inventory of parts in sufficient quantities to minimize down time and ensure that mowing services are performed adequately. ~~Any equipment deemed by the District to be~~ ~~The District has the right to stop equipment from mowing if it is deemed~~ mechanically unsound or unsafe shall not be used to perform Work under this Agreement. ~~Any equipment deficiencies noted shall be repaired, or removed from District property and replaced with satisfactory equipment, at no cost to the District~~ within 72 hours of notice being issued.

The Contractor shall be allowed to use herbicide to reduce the amount of string trimming at certain features. The Contractor must possess a Limited Commercial Landscape License issued by the Florida Department of Agriculture and Consumer Services. The Contractor shall provide a copy of the license to the District's Project Manager (~~project manager~~) before any spraying begins. The Contractor shall consult the Project Manager on the areas that they wish to use herbicide and the type, brand, and mix the Contractor plans to use. The Contractor shall not spray any further than 6-inches from the feature. If the feature is located near a body of water, the contractor shall consult the Project Manager to determine if spraying is allowed. The Contractor shall not spray herbicide on any features that are located on a slope. The District and project manager reserves the right to deny the use of herbicide at any point throughout the contract Agreement. All areas that have been approved for spraying will be acknowledged in writing by the Project Manager.

Additionally, the District may decide not to mow any or a portion of an area dependent upon weather conditions, ROW conditions, budgetary constraints or other factors that would be in the best interest of the District.

It is the District's expectation that every effort be made to complete the mowing of all areas within each property every cycle. The District understands that there may be times when weather or other circumstances prevent the Contractor from mowing all areas within a property every cycle.

If the District informs the Contractor that any portion of a property cannot be mowed, or does not need to be mowed, then the District will compensate Contractor during the next cycle 1.25 times the per acre rate for mowing those areas of a property Contractor was unable to previously mow. If Contractor mobilizes to a property and believes that it cannot be mowed in whole or in part due to site conditions (for example, fallen trees, excessive rain, or flooding), then the Contractor shall provide a written explanation to the District's Project Manager within 24 hours. If, in the District's sole discretion, the site conditions prevent the Contractor from mowing any portion of a property, then the District will compensate Contractor during the next cycle 1.25 times the per acre rate for mowing those areas of a property Contractor was unable to previously mow. This will be agreed to in writing with the District Project Manager prior to the Contractor leaving the property.

The District must approve in writing any request by Contractor to reschedule the mowing of a property within the same cycle. If authorized to reschedule, and a Contractor performs the mowing within the same cycle, then the District will pay contractor at the regular per acre rate.

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EQUIPMENT REQUIREMENTS

Zero Turn Mower

The mower shall be a high production, commercial grade zero turn, with a ~~high production mower~~ and a cutting deck of no less than 60 inches.

String or Blade Trimmer

Trimmer(s) shall be a commercial grade gas with blade head and string to trim/mow.

Grass Edger

Grass Edger(s) shall be commercial grade gas with blade head and string to edge sidewalks.

Blower

Blower(s) shall be commercial grade gas with ability to blow grass debris.

V. TASK IDENTIFICATION:

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

Contractor's Responsibilities:

- Prior to commencement of any Work, attend a prework conference with the project Manager to discuss all aspects of the Work.
- Mow all areas specified in the Work Order. Complete each mowing cycle in the timeframe allotted. The District may request additional acreage, areas, and/or mowing cycles to be mowed at any time during the Contract Agreement period. ~~Additionally, the District may decide not to mow any or a portion of an area dependent upon weather conditions, ROW conditions, budgetary constraints or other factors that would be in the best interest of the District.~~
- Provide all supervision, labor, equipment, fuel, tools, etc. to complete the required service mowing as specified in each individual Work Oder.
- Provide a proposed schedule for completing all Work identified in the Work Order.
- Provide a weekly progress report.
- Adhere to any mowing restrictions dictated by hunt season dates. These restrictions will be noted in each Work Oder. For a list of all anticipated hunt season dates, see Appendix B.
- Understand that Work may be performed in remote areas and under extreme conditions including, but not limited to high temperatures and humidity, as well as exposure or close proximity to stinging/biting insects, snakes, alligators, etc.
- The Contractor shall at no time hunt, fish, approach, attack, harm, harass, handle, or remove any animal or plant species from District lands.
- Adhere to the following performance standards:
 - Each mowing cycle for a region shall be completed in its entirety prior to beginning another mowing cycle in that Region unless otherwise directed by the project Manager.
 - Mowing areas of different widths shall be connected with smooth transitions. Mowing shall be performed in such a manner to result in mowed grass or vegetation cut uniformly with no streaks when several passes are required (a six to twelve-inch overlap into cut area is required to ensure no streaking).

- The accumulation of windrows or piles of cuttings will not be permitted. In areas where this does occur, the contractor shall re-mow the area to eliminate this concern.
- Where landscaping has been established or natural landscaping has been preserved, mowing shall occur to the established mowing contours around landscaping.
- Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is the Contractor required to rake or pick up the cuttings. In special feature areas, remove vegetation debris from the hard surfaces located within the mowing area
- Pickup and remove from the right-of-way of any obstacle and/or debris such as paper, cardboard, wood, tires, and other items in the mowing area that cannot be traversed by the mowing equipment. It is the Contractor's responsibility to remove any foreign item that could be torn, ripped, scattered or further sub-divided by the mower that is not part of the natural terrain. Contractor shall exercise the necessary care to prevent creation of litter by its operation.
- Small trees less than 2-inches in diameter shall be mowed or removed by the contractor to maintain a continuous mow. ~~Trees in the mowing area greater than 2-inches in diameter shall be removed by the District.~~

- ~~All gates shall be opened and-and/or locked~~ opened and/or locked by the Contractor. It is the Contractor's responsibility to keep the area secured during all mowing operations. The Contractor shall immediately secure (lock) all gates and entry barriers as soon as the equipment has been moved through the gate. The Contractor may be held liable for livestock that escape and/or damage that occurs as a result of negligence and failure to secure the ROWs in a timely manner. The Contractor is liable for any locks or keys that are missing during mowing operations; and may be invoiced at the current replacement cost for each missing lock or key.

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District Responsibilities:

- Conduct a prework conference with the Contractor to discuss all aspects of the Work.
- ~~Issue a Work Order prior to mowing commencement.~~
- Meet with the Contractor after ~~the a~~ Work Order has been issued and discuss any concerns with completing the mowing cycle(s).
- ~~Solicit a proposed schedule for completing all work identified in the Work Order.~~
- ~~Solicit a weekly progress report.~~
- Supply Chubb keys or lock combinations for District gates. ~~The Contractor is liable for any locks or keys that are missing during mowing operations; and may be invoiced at the current replacement cost for each missing lock or key.~~
- ~~Provide staff to conduct quality control inspections of all mowing operations, before, during and after mowing, and invoice verification upon completion of work.~~
- ~~Provide maps of each property and areas that shall be performed. These maps will be provided via GIS, on a District provided webpage. See Appendix C for instructions on how to access the maps.~~ Trees in the mowing area greater than 2-inches in diameter shall be removed by the District.

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VI. TIME FRAMES AND DELIVERABLES:

~~Contractor shall mobilize and initiate mowing within 7 days of work order's effective date unless a specific date is provided in the work order.~~
Contractor shall commence the Work within 7 days of issuance of a Work Order unless a specific date is provided in the Work Order.

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The mowing operation is limited to daylight hours and by the hunting schedule on specific properties. At the direction of the Pproject Mmanager, ~~some areas may exclude mowing~~ may not be allowed on certain days if it conflicts with other activities. Any deviations from the schedule must be approved by the Pproject mManager prior to commencement of Wwork.

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

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

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

ATTACHMENTS:

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

Appendix B - 2022-2023 Hunt Season Dates

Appendix C - [Instructions for Accessing District Mowing Maps, SJRWMD Contract Mowing FY2023 Procurement Service Mowing](#)
[Service Mowing Maps](#)

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[Appendix D – Cost Schedule](#)

APPENDIX A

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

Will upload separate

APPENDIX B
2022-2023 HUNT SEASON DATES

Will upload separate

APPENDIX C

Instructions for Accessing District Mowing Maps

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

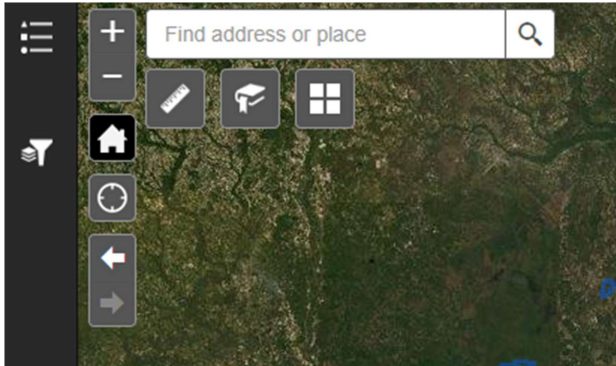
<https://floridaswater.maps.arcgis.com/apps/webappviewer/index.html?id=eb4fdcee80b44e43935c7091f07ab6b8>

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



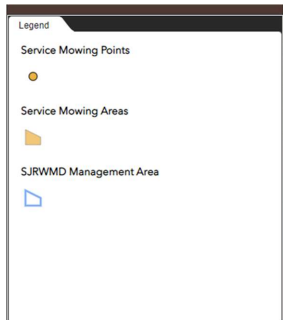
Click the blue “OK” button in the lower right corner to turn off the splash screen.

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

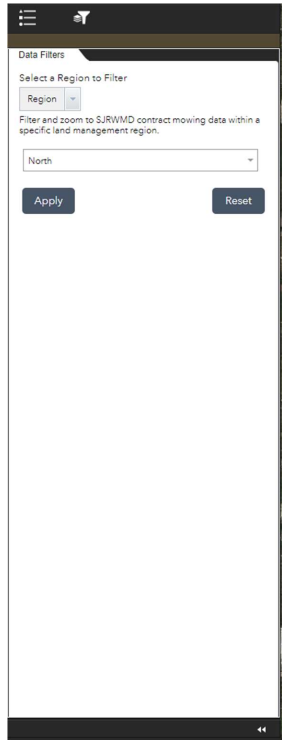


Hovering your mouse over each button will tell you what the button will do.

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



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



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

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



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



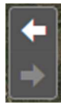
- The small “home” icon will position the map back to the default extents showing the entire district.



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

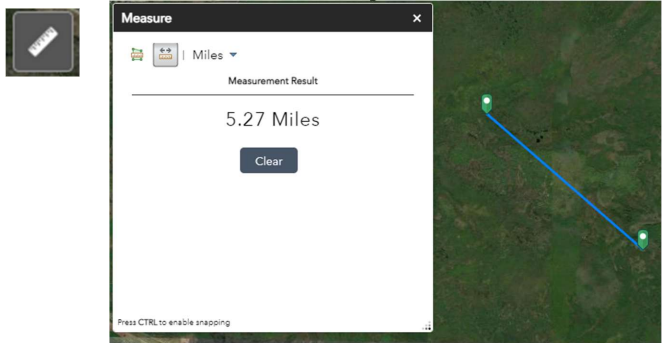


- The arrow buttons at the bottom of the menu will zoom the map to the previous view. This is helpful if you have zoomed in to look at something specific and want to revert to a previous view.

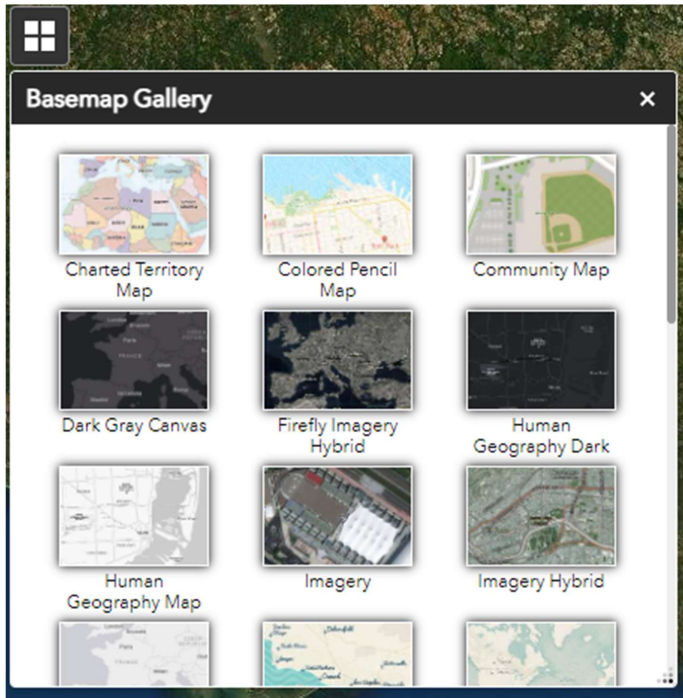


- The search box allows you to do a global search.

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



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



- When you have zoomed to the region you are interested in, zoom in further to reveal more details. You will be able to see road names as well as features and areas to be mowed. These will correspond to the mowing tables provided in Appendix A of this Statement of Work.
- Clicking on a mowing point or polygon will bring up a dialog box that provides details about feature, including Management Area, Region, Feature ID, Feature Type, Maintenance Category, Maintenance Cycle (mowing frequency), and Area. There are often additional details in the comments line. The following is an example of this dialog box.

APPENDIX D
Cost Schedule

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ATTACHMENT B — INSURANCE REQUIREMENTS

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

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Pollution/Environmental Impairment Liability Coverage**
 - (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
 - (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

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

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Steven Turrentine, Project Manager

CONTRACT NUMBER: 38295

CONTRACT TITLE: Districtwide Service Mowing

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
Steven Turrentine, District Project Manager

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

c: Contract file
Financial Services

ATTACHMENT D — SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION

Contract number: _____ Contract name: _____

Work Order No.: _____ Project name: _____

Work Order encumbrance number: _____

Work Order funding limit: \$ _____

To:

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

From: Steven Turrentine, Project Manager

Type of Work Order:

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

Work Order Manager (if appropriate):

Name: _____
Phone: _____
Email: _____

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

Special note: _____

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

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

District Date

Acceptance of terms and conditions:

Contractor Date

ATTACHMENT E – CONTRACTOR’S AFFIDAVIT – FINAL PAYMENT

District Contract No.: _____

Contractor’s Affidavit – Final Payment

STATE OF FLORIDA
COUNTY OF _____

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

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

CONTRACTOR

Signature _____ Date _____

Print Name, Contractor Title

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

Notary Public Signature
My Commission expires: _____

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

District Contract No.: _____ District Work Order No.: _____ (if applicable)

Contractor’s Affidavit – Non-Final Payment

STATE OF FLORIDA
COUNTY OF _____

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

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

CONTRACTOR

Signature _____ Date _____

Print Name, Contractor Title

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

Notary Public Signature
My Commission expires: _____

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