



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

November 13, 2024

Interested Firms

Re: Quote Request 40498 – 2nd Call, Service Mowing for the Southwest Region

The St. Johns River Water Management District (District) is requesting quotations from firms licensed to do business in the State of Florida to provide Service Mowing for the District's Southwest Region. Please review the MINIMUM QUALIFICATIONS outlined below, the attached STATEMENT OF WORK (Attachment A) and the attached COST SCHEDULE (Attachment B) for further information regarding this request. The District's Insurance Requirements are included in the attached Sample Agreement (Attachment D).

WHERE TO DELIVER RESPONSE

Respondent must submit its Response in electronic format (no paper copies) either by: uploading to DemandStar directly at www.demandstar.com OR to Central Bidding directly at www.centralbidding.com (NOT BOTH); OR (2) delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope labeled as follows:

SEALED SUBMITTAL – DO NOT OPEN

Respondent's Name:

Quote Request: **40498 – 2nd Call**

Opening Time: **2:00 p.m.**

Opening Date: **November 27, 2024**

LaDonna Johnson, Procurement Specialist
St. Johns River Water Management District
District Headquarters
4049 Reid Street
Palatka, FL 32177

MINIMUM QUALIFICATIONS

1. Respondent must use the attached Qualification forms (General, Similar Projects/Client References) to document the minimum qualifications listed below. Failure to include these forms with the Response may be considered non-responsive.
 - a. Respondent (or a combination of the firm, individual or project manager assigned to the work) must have **successfully performed** at least two projects of a similar nature with equivalent acreage (service mowing, i.e., zero-turn, trimmer, etc., as provided in the Statement of Work) within the three years immediately preceding the date for receipt of responses to this solicitation. A similar project may be completed or ongoing. If a similar project is ongoing, the work must have been performed for at least one full mowing season. **Only one project/reference may be from the District.**

- b. Respondent must have no less than five years of experience on mowing projects of the nature specified above.
- c. The clients listed on the QUALIFICATIONS-SIMILAR PROJECTS/CLIENT REFERENCES form will be utilized as the Respondent’s Client References.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

The District anticipates entering into the attached agreement through March 31, 2026. The anticipated start date is December 2024.

If you need assistance or have any questions about submitting your quote, please email LaDonna Johnson at ljohnson@sjrwmd.com or call (386) 329-4592.

NOTE: Please check the box provided below if you are unable to provide a quotation for this project at this time and return this page by email to my attention at ljohnson@sjrwmd.com.

I am unable to provide a quotation at this time for the following reason(s):

Respondent’s Signature

Respondent’s Company Name

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2028). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that for which the District is exempt.

1. Opening of Quotes

- a. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
- b. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
- c. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

2. Inquiries and Addenda

- a. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist respondents in referring to any applicable provision in the Quote Request documents, but the respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
- b. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to chollowa@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to all prospective respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
- c. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes will be construed as though all addenda had been received. Failure of the respondent to receive any addenda does not relieve the respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.

3. Award Procedures

- a. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a respondent is conducted pursuant to a competitive solicitation; (2) a respondent makes an oral presentation as part of a competitive solicitation; (3) a respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1), Fla. Stat., and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or

until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- b. Pursuant to §286.0113, Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1), Fla. Stat., and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
 - c. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
 - d. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
 - e. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
 - f. All respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."
4. Disqualification of Respondents

Any of the following causes will be considered as sufficient grounds for disqualification of a respondent and rejection of the Quote:

- a. Contacting a District employee or officer other than the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
 - b. Submission of more than one quote response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
 - c. Evidence of collusion among respondents;
 - d. Submission of materially false information with the Quote;
 - e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
 - f. Respondent is failing to adequately perform on any existing contract with the District;
 - g. Respondent has defaulted on a previous contract with the District;
 - h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
 - i. Any other cause that is sufficient to raise doubt regarding the ability of a respondent to perform the Work in a manner that meets the District's objectives for the Work.
5. Rejection of Quote
- a. Quotes must be uploaded (preferred) or mailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be

considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.

- b. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. Public Entity Crimes/Discriminatory Vendors

In accordance with §§ 287.133 and 287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

7. Diversity Opportunities

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its respondents 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 second and lower tier participants. The District will assist respondents by sharing information on W/MBEs to encourage their participation.

8. Notices and Services Thereof

- a. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on the solicitation advertising portals identified on Page 1 and same may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on DemandStar.
- b. Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.
- c. As a courtesy to respondents, the District may send copies of the notices of intended agency decisions via email. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

9. Protest Procedures

- a. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after its posting.
- b. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to

reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

- c. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.
- d. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.
- e. The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.
- f. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

Thank you for your consideration of this request.

Attachment A – Statement of Work

Attachment B – Cost Schedule

Attachment C – Qualifications Forms

- General
- Similar Projects/Client References
- Subcontractors
- Certification as to Corporation
- Drug-Free Workplace

Attachment D – Sample Agreement

ATTACHMENT A – STATEMENT OF WORK
ANNUAL SERVICE MOWING – SOUTHWEST REGION

I. INTRODUCTION/BACKGROUND:

The St. Johns River Water Management District (District) is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east-central Florida. One of the District's core missions is flood control. Flood control responsibilities include maintenance of levees and water control structures. The District also owns and/or manages nearly 700,000 acres of lands which are 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 is soliciting mowing requests for one Region, defined as the Southwest Region. The actual mowing location(s), acreage, and frequency of mowing in each Region can be found in Appendix A of this SOW. Mowing locations can also be found on a dedicated webpage which provides access to an ArcGIS map titled "SJRWMD Contract Mowing Southwest – Service Mowing", 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

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

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

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

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

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 Trimmers: Work performed 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 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:

Mowing is performed year-round in the Southwest Region.

Service mowing requires all vegetation within a 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. Work areas are defined above as standard feature, open area or special feature mowing.

Brush/limb cutting, and trimming shall be performed around and above all standard features 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. The District has the right to stop equipment from mowing if it is deemed mechanically unsound or unsafe. Any equipment deficiencies noted shall be repaired 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 reserve the right to deny the use herbicide at any point throughout the contract. All areas that have been approved for spraying will be acknowledged in writing by the project manager.

EQUIPMENT REQUIREMENTS

Zero Turn Mower

The mower shall be a 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 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 order.
- 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 order. For a list of all anticipated hunt season dates, see Appendix B.
- Understand that Work may be performed in remote areas and under extreme conditions including, but not limited to high temperatures and humidity, as well as exposure or close proximity to stinging/biting insects, snakes, alligators, etc. The Contractor shall at no time hunt, fish, approach, attack, harm, harass, handle, or remove any animal or plant species from District lands.
- 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 closed by the Contractor. It is the Contractor's responsibility to keep the area secured during all mowing operations. The Contractor shall immediately secure (lock) all gates and entry barriers as soon as the equipment has been moved through the gate. The Contractor may be held liable for livestock that escape and/or damage that occurs as a result of negligence and failure to secure the ROWs in a timely manner.

District Responsibilities:

- Conduct a prework conference with the Contractor to discuss all aspects of the work.
- Issue a Work Order prior to mowing commencement.
- Meet with the Contractor after the Work Order has been issued and discuss any concerns with completing the mowing cycle(s).
- Solicit a proposed schedule for completing all work identified in the Work Order.
- Solicit a weekly progress report.
- 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.

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.

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

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

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

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

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

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

ATTACHMENTS:

Appendix A - Service Mowing Maps

APPENDIX A

Instructions for Accessing District Mowing Maps

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

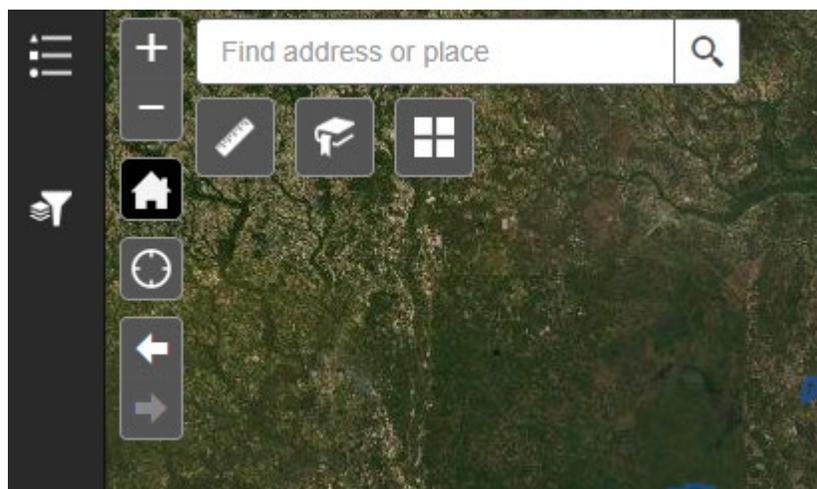
[SJRWMD Contract Mowing Southwest - Service Mowing \(arcgis.com\)](https://arcgis.com)

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



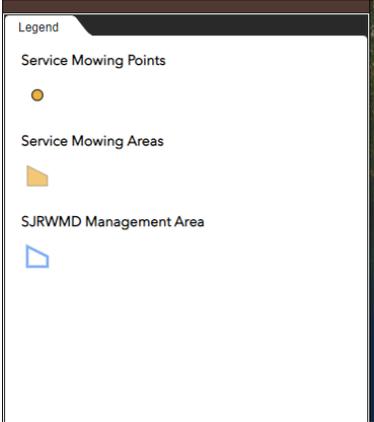
Click the blue “OK” button in the lower right corner to turn off the splash screen.

- 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:



- 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.



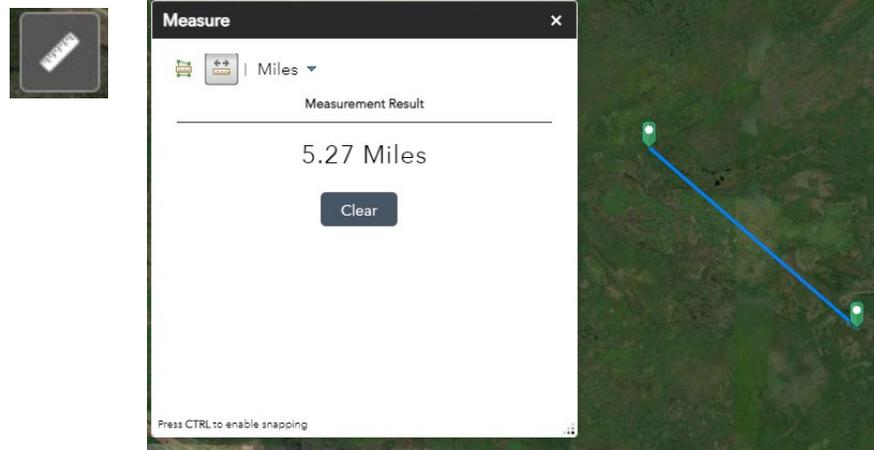
- The arrow buttons at the bottom of the menu will zoom the map to the previous view. This is helpful if you have zoomed in to look at something specific and want to revert to a previous view.



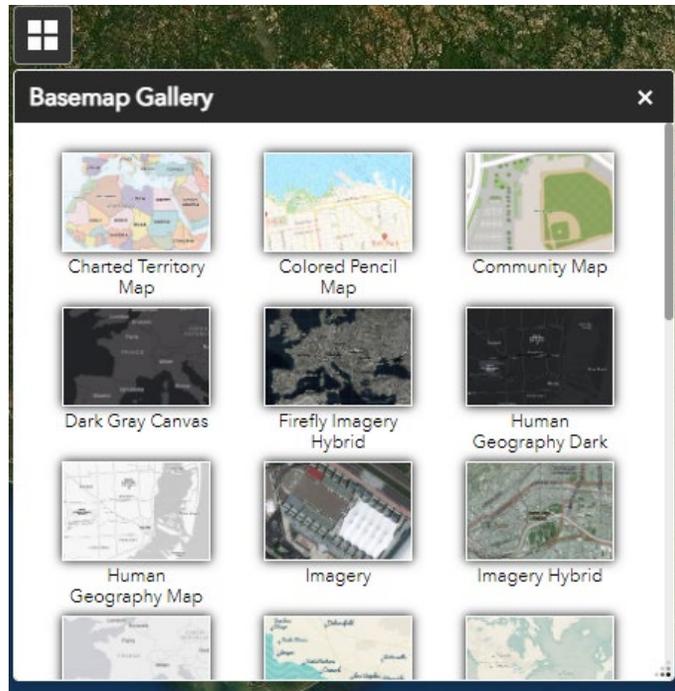
- The search box allows you to do a global search.



- 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.

ATTACHMENT B - COST SCHEDULE
(This form to be included with quote submittal)

Quotes are due by 2:00 p.m., November 27, 2024. – Respondent shall take their Cost Per Mowing Cycle and multiply it by the Estimated Yearly Mowing Cycles, which will extend to the Total Cost column.

Property Name	Number of Features	Total Square Footage	Acreage	Estimated Yearly Mowing Cycles	Cost Per Mowing Cycle	Total Cost
Lake Apopka North Shore	414	463,971	10.7	16	\$	\$
Lake Harris Bayou	4	27,340	0.6	9	\$	\$
TOTALS		491,311	11.3		TOTAL COST*	

The District reserves the right to adjust the number of features, acreage, and/or mowing cycles to meet its needs and does not guarantee the amount of work. Respondent guarantees the quoted price to continue to be valid through March 31, 2026.

No Coercion for Labor or Services. Respondent, a nongovernmental entity seeking to enter into a contract with the District, declares that it does not use coercion for labor or services as prohibited under Sec. 787.06, Fla. Stat.

VERIFICATION

UNDER PENALTIES OF PERJURY, I HEREBY DECLARE, as Respondent’s authorized officer or representative, that I have fully read Respondent’s Bid, of which this Cost Schedule is a part, all facts stated in the Bid are true, I understand all terms and conditions as set forth therein, and upon award of such Bid, Respondent shall fully comply with such terms and conditions.

Signature Telephone Number _____

Typed Name and Title _____ Date _____

Respondent (Firm Name) _____

Address _____

E-mail Address _____

ATTACHMENT C – QUALIFICATION FORMS

QUALIFICATIONS - GENERAL

(Note: This form to be included with quote submittal)

As part of the quote, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience with similar projects (no less than five years of experience on mowing projects) as described in the MINIMUM QUALIFICATIONS: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this quote or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

SIMILAR PROJECTS/CLIENT REFERENCES

(This form to be included with quote submittal)

Respondent (or a combination of the firm, individual or project manager assigned to the Work) must have successfully performed at least two projects of a similar nature with equivalent acreage (service mowing, i.e., zero-turn, trimmer, etc., as provided in the Statement of Work) within the three years immediately preceding the date for receipt of responses to this solicitation. A similar project may be completed or ongoing. If a similar project is ongoing, the work must have been performed for at least one full mowing season. NOTE: The clients listed on this form will be used as the Respondent’s Client References. **Only one project/reference may be from the District.**

Similar Project/Client Reference No. 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Name/Description of service: _____

Project Time Period (include effective and completion dates): _____

Similar Project/Client Reference No. 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Name/Description of service: _____

Project Time Period (include effective and completion dates): _____

PROPOSED SUBCONTRACTORS
(This form to be included in quote submittal)

Respondent must submit with its Response a list of all known subcontractors who will participate in more than 10% of the Work by providing the information requested below. Acceptance of the Response does not constitute approval of the subcontractors identified with the Response.

1. Name and address of subcontractor: _____

Description of Work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

**CERTIFICATE AS TO CORPORATION
(This form to be included in quote submittal)**

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Quote Request and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official Title)

(Affix corporate seal)

Attest: _____

The full names and business or residence addresses of persons or firms interested in the foregoing quote as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

Attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for Respondent and/or all out-of-state corporations that are listed pursuant to this form.

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

- 1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
- 2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- 3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
- 4. Imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
- 5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title: _____

Date: _____

ATTACHMENT D - SAMPLE AGREEMENT

**AGREEMENT BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____
FOR SERVICE MOWING FOR THE SOUTHWEST REGION**

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 40498, Service Mowing for the Southwest Region (the “Work”). In accordance with Request for Quotes 40498, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement of quotes, bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda, certifications, and affidavits; (4) quote, 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. The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall begin on 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 dates 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 7 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.

2. DELIVERABLES

- (a) 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, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project

Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

(b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **FUNDING OF AGREEMENT**

(a) For satisfactory performance of the Work, the District agrees to pay Contractor according to the Cost Schedule set forth in the Statement of Work, 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.

(b) The amount expended hereunder shall be paid in accordance with and subject to the projected multi-year funding allocations below for each District fiscal year. Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriations.

FISCAL YEAR	AMOUNT
2024-2025 (December 1, 2024 – September 30, 2025)	\$
2025-2026 (October 1, 2025 – March 31, 2026)	\$

5. **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 for Work completed 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 for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the

District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**

- (d) **Required Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager or Work Order Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the other requirements of the Statement of Work and Work Orders; (7) Progress Report (if required). Contractor should not include its FEIN or SSN (as applicable) on the invoice. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the Work Order, 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.
 - (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work performed under a Work Order, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of the Work under that Work Order, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.

- 8. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor’s obligation to provide insurance.
- 9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

10. **PROJECT MANAGEMENT PERSONNEL**

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

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Harman Bansil, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
525 Community College Parkway SE	TBD
Palm Bay, Florida 32909	TBD
Phone: 321-978-1917	Phone: TBD
Email: hbansil@sjrwmd.com	Email: TBD

- (b) The District’s Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work. The District may designate a “Work Order Manager” as the Project Manager for a specific Work Order, who shall have the same responsibilities as the District’s Project Manager for that Work Order only.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District’s consent unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor’s Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement, the Work Order, or the

District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress 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 project back on schedule, the District may advise Contractor through a notice that the Work Order and this Agreement are subject to termination for cause if the failure is not cured within the timeframe specified in said notice.

12. FORCE MAJEURE; DELAYS

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

extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

13. **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 purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work Order, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a

Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

14. 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 hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing unless the period of suspension is stated in the notice.

(e) Contractor’s Right to Stop Work or Terminate Agreement

- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement 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)**

15. 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.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District.

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

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

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

DAY: All references to “day” shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

DELIVERABLES: All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

DISTRICT’S PROJECT MANAGER: The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

HOLIDAY: The following holidays as observed by the District: New Year’s Day, Birthday of Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day.

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.

QUOTE: 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.

REQUEST FOR QUOTE: An advertised solicitation for sealed competitive responses, 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 Quotes, and all contractual terms and conditions.

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

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

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

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

16. ACCESS; WORK AREA; GATES

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

17. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any 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 work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

18. **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.
19. **CERTIFICATION.** Contractor certifies that it, its principals, and affiliates, are not now and during the term of this Agreement will not be (a) on the Scrutinized Companies (sec. 287.135, Fla. Stat.), Discriminatory (sec. 287.134, Fla. Stat.), or Convicted (sec. 287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (sec. 287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (sec. 287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the term of the Agreement.
20. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.
21. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
22. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
23. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District, or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in

relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

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

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

25. **DISPUTE RESOLUTION**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

- 26. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in its procurement activities and encourages its 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.

27. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made, and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

28. 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. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.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.

29. 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; Fuel and related products and power; Item: #2 Diesel fuel; Base Date: 8200: <https://data.bls.gov/timeseries/WPU05703>.
- (b) To calculate an adjustment, take the Preliminary PPI at the time of the adjustment request minus the Preliminary PPI for the Reference Data (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.

30. 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 proceedings is Putnam County or federal legal proceedings shall be in Orange 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.

31. **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.

32. **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.
33. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, 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.
34. **NO COERCION FOR LABOR OR SERVICES.** Contractor, a non-governmental entity entering this Agreement with the District, certifies, assures, and affirms that Contractor does not use coercion for labor or services as prohibited under §787.06, Florida Statutes. If Contractor is a non-governmental entity, Contractor must provide the District with a Human Trafficking Attestation, Attachment E, executed by an officer or representative of Contractor.
35. **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.
36. **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.

37. **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.
38. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

39. **PUBLIC RECORDS**

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

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

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

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

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

40. **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.

41. REMEDIES FOR NON-PERFORMANCE

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

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

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

42. **SAFETY.** Contractor has the sole duty to ensure the safety of its employees, subcontractors, and the general public. Contractor shall 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 and servants shall allow any hunting, or any weapons, animals, alcohol, or illegal drugs, on District property, except as authorized by law. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.

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

44. **WORK ORDERS**

- (a) Work Orders shall be issued in general accordance with the Statement of Work (Attachment A). The District makes no guarantee of any amount of work to be issued under the Agreement. The District reserves the right to directly complete a portion or all of the Work at its sole discretion.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written 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 the 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.

45. **WORK SCHEDULE.** The District Project Manager shall approve the dates and times of the Work.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

- Attachments:
- Attachment A – Statement of Work
 - Attachment B – Insurance Requirements
 - Attachment C – District’s Supplemental Instructions (sample)
 - Attachment D – Work Order Authorization (sample)
 - Attachment E – Human Trafficking Attestation

ATTACHMENT A — STATEMENT OF WORK
ANNUAL SERVICE MOWING – SOUTHWEST REGION

I. INTRODUCTION/BACKGROUND:

The St. Johns River Water Management District (District) is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east-central Florida. One of the District's core missions is flood control. Flood control responsibilities include maintenance of levees and water control structures. The District also owns and/or manages nearly 700,000 acres of lands which are 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 is soliciting mowing requests for one Region, defined as the Southwest Region. The actual mowing location(s), acreage, and frequency of mowing in each Region can be found in Appendix A of this SOW. Mowing locations can also be found on a dedicated webpage which provides access to an ArcGIS map titled "SJRWMD Contract Mowing Southwest – Service Mowing", 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

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

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

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

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

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 Trimmers: Work performed 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 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:

Mowing is performed year-round in the Southwest Region.

Service mowing requires all vegetation within a 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. Work areas are defined above as standard feature, open area or special feature mowing.

Brush/limb cutting, and trimming shall be performed around and above all standard features 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. The District has the right to stop equipment from mowing if it is deemed mechanically unsound or unsafe. Any equipment deficiencies noted shall be repaired 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 reserve the right to deny the use herbicide at any point throughout the contract. All areas that have been approved for spraying will be acknowledged in writing by the project manager.

EQUIPMENT REQUIREMENTS

Zero Turn Mower

The mower shall be a 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 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 order.
- 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 order. For a list of all anticipated hunt season dates, see Appendix B.
- Understand that Work may be performed in remote areas and under extreme conditions including, but not limited to high temperatures and humidity, as well as exposure or close proximity to stinging/biting insects, snakes, alligators, etc. The Contractor shall at no time hunt, fish, approach, attack, harm, harass, handle, or remove any animal or plant species from District lands.
- 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 closed by the Contractor. It is the Contractor's responsibility to keep the area secured during all mowing operations. The Contractor shall immediately secure (lock) all gates and entry barriers as soon as the equipment has been moved through the gate. The Contractor may be held liable for livestock that escape and/or damage that occurs as a result of negligence and failure to secure the ROWs in a timely manner.

District Responsibilities:

- Conduct a prework conference with the Contractor to discuss all aspects of the work.
- Issue a Work Order prior to mowing commencement.
- Meet with the Contractor after the Work Order has been issued and discuss any concerns with completing the mowing cycle(s).
- Solicit a proposed schedule for completing all work identified in the Work Order.
- Solicit a weekly progress report.
- 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.

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.

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

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

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

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

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

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

ATTACHMENTS:

Appendix A - Service Mowing Maps

APPENDIX A

Instructions for Accessing District Mowing Maps

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

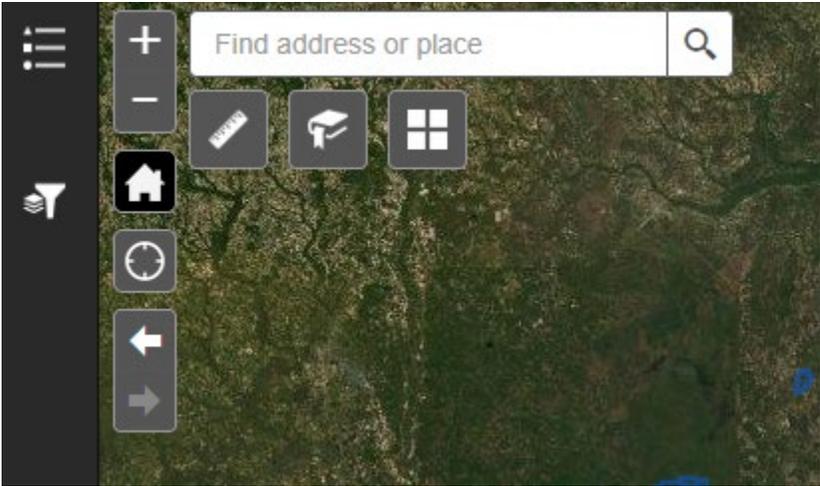
[SJRWMD Contract Mowing Southwest - Service Mowing \(arcgis.com\)](https://arcgis.com)

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



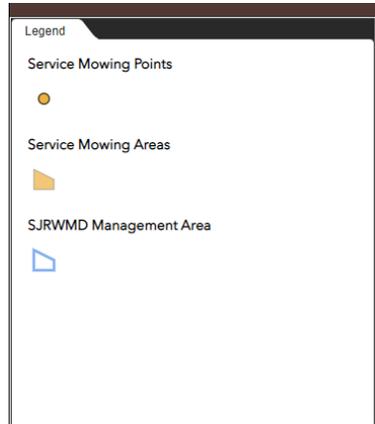
Click the blue “OK” button in the lower right corner to turn off the splash screen.

- 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:

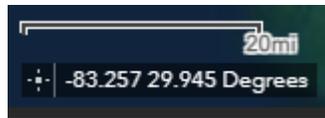


Hovering your mouse over each button will tell you what the button will do.

- 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:



- 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.



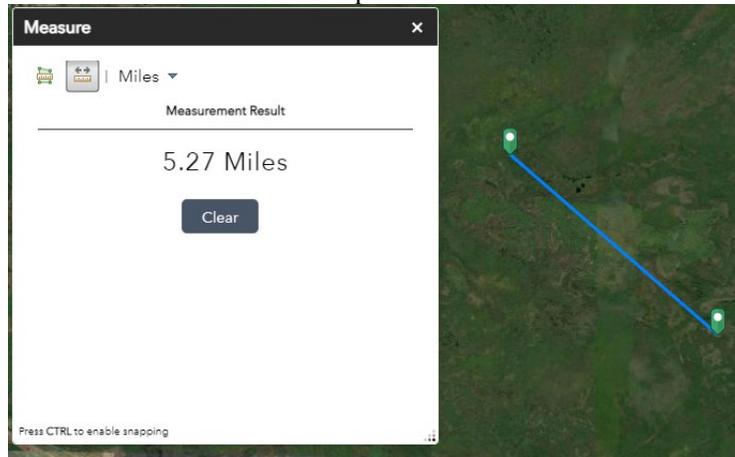
- The arrow buttons at the bottom of the menu will zoom the map to the previous view. This is helpful if you have zoomed in to look at something specific and want to revert to a previous view.



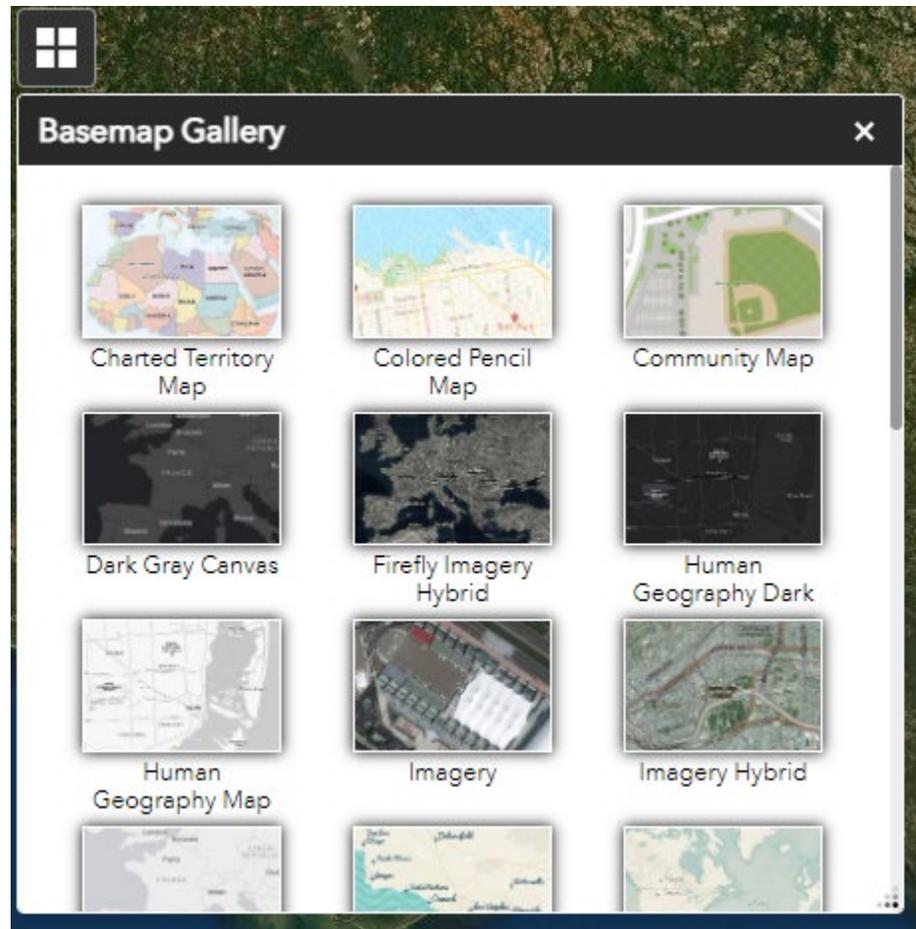
- The search box allows you to do a global search.



- 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.

**Lake Apopka North Shore Restoration Area
Service Mowing Locations**

Identifier	Section	Type of Feature	Frequency	Mowing Standards	Comments	Estimate of Sq. Footage	Estimated Number of Cuts per Year
AP-001	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	Wildlife Drive Entrance	15,000	16
AP-002	Zellwood	Building/ Shelter	Modified Semi-Monthly	Open Area Mowing	N/A	800	16
AP-003	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-004	Zellwood	Porta-Potty	Modified Semi-Monthly	Open Area Mowing	Includes AP-05, AP-06, & AP-07	5,600	16
AP-005	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-04	0	16
AP-006	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-04	0	16
AP-007	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-04	0	16
AP-008	Zellwood	Other	Modified Semi-Monthly	Open Area Mowing	Signs and removed bridge foundation, East side	550	16
AP-009	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-010	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-011	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	Gate with Board Fence	900	16
AP-012	Zellwood	Other	Modified Semi-Monthly	Open Area Mowing	N/A	350	16

AP-013	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-014	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-015		Water Control Structure	Modified Semi-Monthly	Open Area Mowing	N/A	2,000	16
AP-016		Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-017		Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-018	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-019	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	300	16
AP-020	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-021	Zellwood	Building/ Shelter	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-022	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-023	0	16
AP-023	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	800	16
AP-024	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-025	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	N/A	1,500	16
AP-026	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-027	Zellwood	Parking	Modified Semi-Monthly	Open Area Mowing	N/A	7,500	16

AP-028	Zellwood	Porta-Potty	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-029	Zellwood	Alum System	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-030	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-031	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-032	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-027	0	16
AP-033	Zellwood	Building/ Shelter	Modified Semi-Monthly	Open Area Mowing	Includes AP-034 & AP-035	3,200	16
AP-034	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-033	0	16
AP-035	Zellwood	Pump	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-033	0	16
AP-036	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	1,800	16
AP-037	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	420	16
AP-038	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-039	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	250	16
AP-040	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-041	Zellwood	Bench	Modified Semi-Monthly	Standard Feature Mowing	N/A	120	16
AP-042	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-043	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-044	Zellwood	Kiosk	Modified Semi-Monthly	Open Area Mowing	Includes AP-045	800	16
AP-045	Zellwood	Bench	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-44	0	16
AP-046	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	Updated July 2022	225	16
AP-047	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Updated July 2022	80	16
AP-048	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Includes AP-049 & AP-050	2,660	16
AP-049	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-049	0	16
AP-050	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-048	0	16
AP-051	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-052	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-053	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-054	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-055	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-056	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-057	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-058	Zellwood	Parking	Modified Semi-Monthly	Open Area Mowing	Includes AP-059	13,500	16
AP-059	Zellwood	Porta-Potty	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-058	0	16
AP-060	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-061	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-062	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-063	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-064	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-065	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-066	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-067	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-068	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Gate with Fencing	350	16
AP-069	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	900	16
AP-070	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-071	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-072	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-073	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-074	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-075	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	Gate with Board Fence, includes AP-076	600	16
AP-076	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in Gate AP-075	0	16
AP-077	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-078	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-079	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-080	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-081	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-082	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-083	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-084	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-085	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-086	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	440	16
AP-087	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	1,500	16

AP-088	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-089	Zellwood	Pump	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-090	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-091	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-092	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-093	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-094	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-095	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-096	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-097	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-098	Zellwood	Pump	Modified Semi-Monthly	Open Area Mowing	Includes AP-99, AP-100, AP-101, AP-102, AP-103	8,800	16
AP-099	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-098	0	16
AP-100	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Gate with Board Fence included in AP-098	0	16
AP-101	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-098	0	16
AP-102	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-098	0	16

AP-103	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-098	0	16
AP-104	Zellwood	Water Control Structure	Modified Semi-Monthly	Open Area Mowing	Includes AP-92, AP-93, AP-94, AP-96, AP-97, AP-104, AP-105, AP-106	18,750	16
AP-105	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-106	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-104	0	16
AP-107	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-110	0	16
AP-108	Zellwood	Building/ Shelter	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-109	Zellwood	Parking	Modified Semi-Monthly	Open Area Mowing	N/A	1,000	16
AP-110	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	Gate with Fencing Includes AP-107, AP-112n & AP-183	1,000	16
AP-111	Zellwood	Porta-Potty	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-112	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-110	0	16
AP-113	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-114	Zellwood	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	250	16
AP-115	Zellwood	Telemetry Station	Modified Semi-Monthly	Open Area Mowing	Includes AP-116	220	16
AP-116	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-115	0	16
AP-117	Zellwood	Bridge	Modified Semi-Monthly	Open Area Mowing	Includes AP-118 & AP-119	1,500	16

AP-118	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-117	0	16
AP-119	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-117	0	16
AP-120	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-121	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-122	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-123	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in bridge AP-247	0	16
AP-124	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-125	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	250	16
AP-126	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-127	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-128	0	16
AP-128	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	Includes AP-127	1,200	16
AP-129	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	250	16
AP-130	Duda	Bench	Modified Semi-Monthly	Open Area Mowing	N/A	600	16
AP-131	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-132	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-134	220	16

AP-133	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-134	0	16
AP-134	Zellwood	Bridge	Modified Semi-Monthly	Open Area Mowing	Includes AP-132, AP-133, & AP-135	1,200	16
AP-135	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-134	0	16
AP-136	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-137	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-138	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-139	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-140	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-141	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-142	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	1,000	16
AP-143	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	250	16
AP-144	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	N/A	500	16
AP-145	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-146	0	16
AP-146	Zellwood	Pump	Modified Semi-Monthly	Open Area Mowing	Includes AP-145	15,800	16
AP-147	Zellwood	Pump	Modified Semi-Monthly	Open Area Mowing	N/A	1,200	16

AP-148	Sandfarm	Bridge	Modified Semi-Monthly	Open Area Mowing	Includes AP-149	1,200	16
AP-149	Sandfarm	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-148	0	16
AP-150	Zellwood	Gate	Modified Semi-Monthly	Open Area Mowing	Includes AP-151 & AP-186	4,500	16
AP-151	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-150	0	16
AP-152	Zellwood	Kiosk	Modified Semi-Monthly	Open Area Mowing	N/A	1,000	16
AP-153	Zellwood	Hiking Walkway	Modified Semi-Monthly	Open Area Mowing	Mow both ends of foot bridge	600	16
AP-154	Zellwood	Pump	Modified Semi-Monthly	Open Area Mowing	Pumps and Alum Tanks	4,800	16
AP-155	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-156	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-157	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-158	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	225	16
AP-159	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-160	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-161	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-162	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-163	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-164	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-165	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-166	Zellwood	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-167	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-168	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-169	Zellwood	Parking	Modified Semi-Monthly	Open Area Mowing	Includes AP-170 & AP-171	14,500	16
AP-170	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-169	0	16
AP-171	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-169	0	16
AP-172	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-173	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-174	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-175	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-176	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-177	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-178	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-179	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-180	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-181	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-182	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-183	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-110	0	16
AP-184	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-185	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-186	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-150	0	16
AP-187	Sandfarm	Gate	Modified Semi-Monthly	Open Area Mowing	Includes AP-188	2,700	16
AP-188	Sandfarm	Gate	Modified Semi-Monthly	Open Area Mowing	Included in AP-187	0	16
AP-189	Sandfarm	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-190	Sandfarm	Gate	Modified Semi-Monthly	Open Area Mowing	Gate and Fence	3,000	16
AP-191	Sandfarm	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	400	16
AP-192	Sandfarm	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-193	Sandfarm	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-194	Sandfarm	Bridge	Modified Semi-Monthly	Standard Feature Mowing	N/A	1,500	16
AP-195	Duda	Building/ Shelter	Modified Semi-Monthly	Open Area Mowing	Apopka field office, sheds, shop building	82,000	16
AP-196	Duda	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-197	Duda	Gate	Modified Semi-Monthly	Open Area Mowing	N/A	1,220	16
AP-198	Duda	Bridge	Modified Semi-Monthly	Standard Feature Mowing	Bridge and Guardrail	1,000	16
AP-199	Duda	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	620	16
AP-200	Duda	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	300	16
AP-201	Duda	Parking	Modified Semi-Monthly	Open Area Mowing	Includes AP-202 & AP-203	33,500	16
AP-202	Duda	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-201	0	16
AP-203	Duda	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in AP-201	0	16
AP-204	Duda	Electric Meter/ Transformer	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-205	Duda	Building/ Shelter	Modified Semi-Monthly	Open Area Mowing	Shad Site; Loading Dock, Building	15,000	16
AP-206	Duda	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-207	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-208	Duda	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	200	16
AP-209	Duda	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	200	16
AP-210	Duda	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	200	16
AP-211	Duda	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	200	16
AP-212	Duda	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	200	16
AP-213	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-214	Duda	Telemetry Station	Modified Semi-Monthly	Open Area Mowing	N/A	1,200	16
AP-215	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-216	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-217	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	600	16
AP-218	Duda	Picnic Table	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-219	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-220	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-221	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-222	Duda	Weir Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16

AP-223	Duda	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-224	Duda	Building/ Shelter	Modified Semi-Monthly	Standard Feature Mowing	N/A	650	16
AP-225	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-226	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-227	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-228	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-229	Duda	Alum System	Modified Semi-Monthly	Open Area Mowing	N/A	3,000	16
AP-230	Duda	Pump	Modified Semi-Monthly	Open Area Mowing	N/A	1,600	16
AP-231	Duda	Weir Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-232	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-233	Duda	Electric Meter/ Transformer	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-234	Duda	Culvert	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-235	Duda	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-236	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-237	Duda	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-238	Duda	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	150	16
AP-239	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-240	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-241	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-242	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-243	Duda	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-244	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-245	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-246	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-247	Duda	Bridge	Modified Semi-Monthly	Standard Feature Mowing	Includes AP-123, AP-248, AP-249, & AP-250	500	16
AP-248	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in bridge AP-247	0	16
AP-249	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in bridge AP-247	0	16
AP-250	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	Included in bridge AP-247	0	16
AP-251	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-252	Flow-way	Pump	Modified Semi-Monthly	Open Area Mowing	N/A	600	16

AP-253	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-254	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-255	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-256	Flow-way	Pump	Modified Semi-Monthly	Open Area Mowing	N/A	1,200	16
AP-257	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-258	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-259	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-260	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-261	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-262	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-263	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-264	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-265	Flow-way	Pump	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-266	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-267	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-268	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-269	Flow-way	Electric Meter/ Transformer	Modified Semi-Monthly	Open Area Mowing	N/A	1,600	16
AP-270	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-271	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-272	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-273	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-274	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-275	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-276	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-277	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-278	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-279	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-280	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-281	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-282	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-283	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-284	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-285	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-286	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-287	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-288	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-289	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-290	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-291	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-292	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-293	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-294	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-295	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-296	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-297	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-298	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-299	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-300	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-301	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-302	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-303	Flow-way	Observation Tower/ Platform	Modified Semi-Monthly	Standard Feature Mowing	N/A	2,500	16
AP-304	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-305	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-306	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-307	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-308	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-309	Flow-way	Alum System	Modified Semi-Monthly	Open Area Mowing	N/A	600	16
AP-310	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-311	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-312	Flow-way	Alum System	Modified Semi-Monthly	Open Area Mowing	N/A	1,000	16

AP-313	Flow-way	Gate	Modified Semi-Monthly	Open Area Mowing	N/A	1,200	16
AP-314	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-315	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-316	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-317	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-318	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-319	Flow-way	Water Control Structure	Modified Semi-Monthly	Open Area Mowing	N/A	220	16
AP-320	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-321	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-322	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-323	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-324	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-325	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-326	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-327	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-328	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-329	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-330	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-331	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-332	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-333	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-334	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-335	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-336	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-337	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-338	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-339	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-340	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-341	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-342	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16

AP-343	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-344	Flow-way	Observation Tower/ Platform	Modified Semi-Monthly	Standard Feature Mowing	N/A	1,000	16
AP-345	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-346	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-347	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-348	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-349	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-350	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-351	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-352	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-353	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-354	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-355	Flow-way	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-356	Flow-way	Pump	Modified Semi-Monthly	Standard Feature Mowing	N/A	1,500	16
AP-357	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-358	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-359	Flow-way	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-360	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-361	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-362	Flow-way	Observation Tower/ Platform	Modified Semi-Monthly	Open Area Mowing	N/A	2,000	16
AP-363	Flow-way	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-364	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-365	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-366	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-367	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-368	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-369	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-370	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-371	Flow-way	Weir Structure	Modified Semi-Monthly	Open Area Mowing	N/A	1,300	16
AP-372	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-373	Flow-way	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-374	Duda	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-375	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-376	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-377	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-378	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-379	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-380	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-381	Zellwood	Observation Tower/ Platform	Modified Semi-Monthly	Open Area Mowing	N/A	1,500	16
AP-382	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-383	Zellwood	Building/ Shelter	Modified Semi-Monthly	Open Area Mowing	N/A	18,500	16
AP-384	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-385	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-386	Zellwood	Building/ Shelter	Modified Semi-Monthly	Open Area Mowing	N/A	1,200	16
AP-387	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-388	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-389	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-390	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-391	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-392	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-393	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-394	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-395	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-396	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	81	16
AP-397	Zellwood	Kiosk	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-398	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	Included in Parking AP-399	0	16
AP-399	Zellwood	Parking	Modified Semi-Monthly	Open Area Mowing	Includes AP-398	87,120	16
AP-400	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-401	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16
AP-402	Zellwood	Sign	Modified Semi-Monthly	Standard Feature Mowing	N/A	80	16

AP-403	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-404	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	250	16
AP-405	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
AP-406	Zellwood	Water Control Structure	Modified Semi-Monthly	Standard Feature Mowing	N/A	500	16
AP-407	Zellwood	Gate	Modified Semi-Monthly	Standard Feature Mowing	N/A	350	16
AP-408	Zellwood	Telemetry Station	Modified Semi-Monthly	Standard Feature Mowing	N/A	220	16
Total Square Footage:						463,971	

Lake Harris Conservation Area (Harris Bayou)
Service Mowing Locations

Identifier	Type of Feature	Frequency	Description of Mowing Needs	Comments	Estimate of Sq. Footage	Estimated Number of Cuts per Year
LH-01	Gate	Modified Monthly	Standard Feature Mowing	N/A	220	9
LH-02	Water Control Structure	Modified Monthly	Open Area Mowing	N/A	15,000	9
LH-03	Boat Ramp	Modified Monthly	Open Area Mowing	N/A	1,100	9
LH-04	Gate	Modified Monthly	Standard Feature Mowing	N/A	220	9
LH-05	Gate	Modified Monthly	Open Area Mowing	N/A	4,000	9
LH-06	Gate	Modified Monthly	Open Area Mowing	N/A	1,800	9
LH-07	Culvert	Modified Monthly	Open Area Mowing	N/A	4,000	9
LH-08	Boat Ramp	Modified Monthly	Open Area Mowing	N/A	1,000	9
Total Square Footage:					27,340	

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. **Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured.** All required policies shall include: (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.

ATTACHMENT C — DISTRICT SUPPLEMENTAL INSTRUCTIONS (DSI)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: Scott Tilton, Project Manager

CONTRACT NUMBER: 40498

CONTRACT TITLE: Service Mowing for the Southwest Region

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

Scott Tilton, District Project Manager

Acknowledged: _____ Date: _____

LaDonna Johnson, District 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:

From: Harman Bansil, 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 Consultant constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

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

District

Date

Acceptance of terms and conditions:

Contractor

Date

ATTACHMENT E — HUMAN TRAFFICKING ATTESTATION

Re: Quote Request 40498 – 2nd Call, Service Mowing for the Southwest Region

Contractor Name: _____ (“Contractor”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with §787.06(13), Florida Statutes.

I acknowledge that 787.06(13), Fla. Statutes, requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (Contractor) and a governmental entity (the District) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the Contractor does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Contractor, I hereby certify, assure, and affirm that Contractor does not use coercion for labor or services as prohibited under 787.06, Fla. Stat.

If, at any time in the future, Contractor does use coercion for labor or services, Contractor will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the District.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

CONTRACTOR

Printed Name: _____

Title: _____

Signature: _____

Date: _____