



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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

DATE: March 26, 2020
TO: Prospective Respondents
FROM: Pam Paulk, Sr. Procurement Specialist
SUBJECT: Addendum #1 to Invitation for Bids 35553 Slope Mowing at Lake Apopka North Shore

As a result inquiries, the following clarifications/changes are being provided for your information. Please make all appropriate changes to your solicitation documents. Note: changes are reflected with original language shown with strike-through and new language is underlined as appropriate.

QUESTIONS AND ANSWERS

- Q.1. Does the District have any previous slope/boom mowing contracts that could be provided for consideration?
- A.1. One contract for slope/boom mowing was located and it was issued 5 years ago and is attached for your consideration.
- Q.2. Is the mileage listed (36) the length of the road and it requires up to 10 wide swath of boom mowing on each side of the road?
- A.2. Yes you are correct it is 36 miles one way, 72 miles includes both sides of the roadway. And the contractor will be expected to mow 10 feet on each side of the roadway. This would be one mowing cycle and the district is anticipating the contractor to complete 2 mowing cycles by the end of September.

MODIFICATION

The Cost Schedule has been modified. Please delete the Cost Schedule in the solicitation documents (IFB) and replace it with the Revised Cost Schedule attached to this addendum.

ATTACHMENT
Revised Cost Schedule

NOTE: The Bid Opening remains the same April 15, 2020, at 2:00 PM, EST.
Please acknowledge receipt of this Addendum on the BID FORM provided in the bid package.
If you have any questions, please call me at (386) 329-4469 or e-mail ppaulk@sjrwmd.com.

REVISED COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., April 15, 2020

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Slope Mowing at Lake Apopka North Shore, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF BID DOCUMENTS" for information to be included with the bid package.

The bid will be awarded to the lowest responsive and responsible Respondent for the Total Bid Cost.

Costs must include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities specified. Unit cost is required for the line item.

SLOPE MOWING

| Task | Roadway Miles (Includes Both Sides of Road) | Cost Per Mile | Mowing Cycles | TOTAL COST PER BID |
|--------------|--|----------------------|--------------------------|-------------------------------|
| Slope Mowing | 72 | \$ | 2 | \$ |

Total Bid Cost

Total Bid Cost in words: _____

Revised Cost Schedule
Page 2

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Fax number

**GENERAL SERVICES AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND PERRY CONSTRUCTION COMPANY, INC.**

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, and Perry Construction Company, Inc. (“Contractor”), whose address is 21761 NW 60Th Avenue, Micanopy, Florida 32667. 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 all equipment to and labor required to perform slope / boom mowing services (“the Work”). Contractor shall complete the Work in conformity with this Agreement, which includes the Statement of Work and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. The parties hereby agree to the following terms and conditions.

1. **TERM.** The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 7, 2015 (“Completion Date”). Contractor shall not commence Work until all required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
2. **COMMENCEMENT OF WORK.** Contractor shall commence the Work within fourteen (14) days after the Effective Date. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.
3. **DELIVERABLES.**
 - (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
 - (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into

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account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.
5. **FUNDING OF AGREEMENT.** For satisfactory performance of the Work, the District agrees to pay Contractor a sum not to exceed \$6,662.00, the "Total Compensation", for a total of 133.24 acres at \$50 per acre
6. **PAYMENT OF INVOICES**
- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 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 (10) days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Contractor's name and address (include remit address, if necessary); (4) Contractor's invoice number and date of invoice; (5) District Project

Manager; (6) Contractor's Project Manager; (7) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within forty-five (45) days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (e) **Travel expenses.** If the cost schedule for this Agreement or project estimate for a Work Order (if applicable) includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments 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 Contractor 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.
- (g) **Payments.** The District shall pay Contractor one hundred percent (100%) of each approved invoice.

- 7. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
- 8. **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. The Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
- 9. **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.

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10. **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 (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

11. **PROJECT MANAGEMENT AND 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 (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

Cecil McKinnon
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: (352) 620-4185
E-mail: cmckinnon@sjrwmd.com

CONTRACTOR

Jessica Markham
Perry Construction Company, Inc.
21761 NW 60Th Avenue
Micanopy, Florida 32667
Phone: 352-591-0388
E-mail: perrycci8827@hotmail.com

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.

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

12. **DELAYS.** Contractor shall not be compensated for delays in the Work 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 (10) 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 (10) days after inception of the delay shall only be effective as to additional costs

or delay incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing delay for the same cause, only one notice of delay is necessary. If the delay is due to causes beyond Contractor's control, as determined by the District in its sole judgment and discretion, the District may grant a time extension in the form of a written amendment signed by both parties.

13. **AMENDMENTS.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
14. **TERMINATION.** The District may terminate this Agreement without cause upon 10 days written notice. In such event Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten (10) days written notice and opportunity to cure. Upon termination with or without cause, the District may take possession of and finish the Work by whatever means it deems expedient. Contractor may terminate this contract only if the District fails to pay sums when due. In such event, Contractor shall provide the District no less than ten (10) days prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

15. **ACCESS.** The District will provide sufficient access to accomplish any Work performed on District property. Land access to the work area shall be restricted to the route designated by the District. Access routes shall be used only for the Work. Contractor shall not disturb lands or waters outside the area of activity, except as authorized by the District. Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use, and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Contractor shall be responsible for providing lock(s) to District properties, unless otherwise stated in the Statement of Work.
16. **ASSIGNMENT AND SUBCONTRACTS.** Contractor shall not sublet, assign, or transfer any Work, involving more than twenty percent (20%) of the total cost of the Work, or assign any monies due or to become due hereunder, without the District's prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
17. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized

representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

18. **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, or national origin, age, handicap, or marital status.
19. **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 fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar 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 (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefore. Within five (5) 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.
20. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in 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.
21. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.

22. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, Fla. Stat., in Contractor's business under this Agreement, or shall have any such interest during the term hereof. Pursuant to section 216.347, Fla. Stat., monies received from the District under this Agreement shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.
23. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one (1) 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.
24. **COMPLIANCE WITH LAW; PERMITS AND LICENSES.** 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.
25. **PUBLIC RECORDS.** Contractor shall allow public access to all public records unless the documents are exempt under Florida law or are a confidential trade secret pursuant to section 815.04(3)(a), Fla. Stat. If Contractor is acting on behalf of the District by providing a governmental service to members of the public that would otherwise be provided by the District, Contractor must retain its public records and make them available for public inspection and copying in accordance with section 119.0701, Fla. Stat. If Contractor receives a public records request, Contractor shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.
26. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any

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weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

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

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Contract #28306
Encumbrance #S007768

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

PERRY CONSTRUCTION COMPANY, INC.

By: [Signature]
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: [Signature]
Robert J. Perry, Pres.

Date: 7/1/15

Typed Name and Title
Date: 7-13-15

Attest: [Signature] Jessica L. Markham, V.P.
Jessica L. Markham, Vice President
Typed Name and Title

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

**ATTACHMENT A – STATEMENT OF WORK
SLOPE/ BOOM MOWING SERVICES**

I. INTRODUCTION/BACKGROUND:

The St. Johns River Water Management District (District) requires various types of mowing services to maintain its properties, including levees, right of ways (ROW) and facilities. Slope/boom mowing consists of mowing difficult areas such as levee slopes that require the use of specialized equipment. Slope/boom mowing is for slopes that are steeper than 2.5:1, and are not accessible by use of conventional style equipment such-as bush-hogs and batwing mowers. These services are required for three District properties, Emeraldal Marsh Conservation Area, Sunnyhill Restoration Area, and the Ocklawaha Prairie Restoration Area.

II. OBJECTIVES:

The objective is to provide slope/boom mowing services to ensure safe access to District properties, levees, roadways and structures, observation of posting (signage) and prevent interference with operational efficiency by maintaining and controlling vegetation growth.

III. SCOPE OF WORK:

Contractor shall provide supervision, labor, equipment, fuel, tools and transportation to complete the required slope/ boom mowing specified at the below locations. All work shall conform to the specifications and procedures described within this Statement of Work.

Locations:

1. 38151 Emeraldal Island rd Leesburg, FL 43788 Emeraldal Marsh Conservation Area - 66.36 acres
2. 19561-B SE Hwy 42 Umatilla, FL 32784 Sunnyhill Restoration Area - 39.51 acres
3. 12609 SE Hwy 464 Ocklawaha, FL 32179 Ocklawaha Prairie Restoration Area - 27.37 acres

The mowing height shall be six (6) inches with a maximum tolerance of one (1) inch plus or minus. Slope/boom mowers must be capable of cutting woody material, brush and tree limbs up to and including three (3) inches in diameter.

All gates shall be opened and/or locked by the Contractor, and shall keep the area secured during all mowing operations. The Contractor shall immediately secure 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 each location in a timely manner. The Contractor shall immediately report any damage to District, public or private property, to include damage observed upon entry to the area. Failure to report damages may result in termination of the Contract.

Work shall be performed in remote and heavy vegetative areas and under extreme conditions, including, but not limited to, high temperatures and humidity; and exposure or close proximity to stinging/biting

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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.

The area and limits of mowing have been established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity 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.

The Contractor shall anticipate completion of each location and provide advanced notification to the District Project Manager to ensure expeditious inspections. Inspections will occur within two (2) business days of receipt of a request from the Contractor. During inspection, and to the extent practical, the District Project Manager will use turf paint to identify deviations that shall be mowed or trimmed.

The Contractor's supervisor(s) who are responsible for facilitating communications with District Project Managers, shall have the ability communicate in the English language, and shall be able to adequately communicate with the Contractor's workers. The Contractor shall supply supervisory employees with cellular phones and/or pagers to facilitate communication with the District Project Manager.

All correspondence shall be responded to within 24 hours. Meetings will be called at the option of the District. If the District calls said meeting, the Contractor's attendance shall be mandatory. Under certain conditions, including, but not limited to, emergency readiness, force majeure situations, facility and structure conditions, etc., the District may require all locations to be clear of mowing equipment. The Contractor will be contacted by the District Project Manager, to advise that the Contractor's equipment shall be moved to a secure location within 48 hours. Security of the Contractor's equipment is the sole responsibility of the Contractor.

Levees and roadways that are and/or become saturated with water to the point where, in the opinion of the District's Project Manager, equipment may not be used without excessive damage the District's Project Manager shall notify the Contractor and the work within the saturated areas will not be completed and will be removed from the work order request.

IV. EQUIPMENT SPECIFICATIONS:

| TASK | NAMED EQUIPMENT OR EQUIVALENT |
|----------------------------------|--|
| Slope mowing w/boom mower | Alamo Versa Series (or equivalent) "Boom" 20 foot reach with a 60 inch heavy duty rotary cutter head capable of cutting up to 3 inch woody vegetation mounted a 4 wheel drive, 90 hp (or greater) tractor. |

All mowing equipment shall be provided with safety appurtenances. If the District Project Manager determines that the equipment is deficient in safety devices, the Contractor will be notified immediately. The Contractor shall remove defective equipment from service until the deficiency is corrected to the satisfaction of the District Project Manager.

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V. TASK IDENTIFICATION:

Contractor Responsibilities:

- Contractor shall mow all areas specified herein.
- Contractor shall provide supervision, labor, operational and specified or equivalent equipment, fuel, tools and transportation to complete the required slope/boom mowing.
- Performance standards:
Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner to result in a stand of mowed grass or vegetation cut uniformly with no streaks. Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is the Contractor required to rake or pickup the cuttings.

The Contractor must satisfy itself, from its own personal knowledge and experience or professional advice, as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land. Failure to satisfy the obligations of this paragraph will not relieve a Contractor from its obligation to furnish all material, equipment, and labor necessary to perform the Work set forth. Any such failure will not be sufficient cause to submit a claim for additional compensation.

District Responsibilities:

- Provide maps of each property where slope/boom mowing shall be performed.
- Provide access to District property.
- Provide Chubb or combination locks for District gates that the Contractor is to use.
- Provide District staff for quality control of all mowing operations, inspection before, during and after mowing operations and invoice verification upon completion of work.

VI. TIME FRAMES AND DELIVERABLES:

- Contractor shall mobilize and initiate mowing within fourteen (14) days of the Effective Date of the contract. All work shall be completed by September 7, 2015 (Completion Date).
- Contractor shall consult with District's Project Manager or representative for inspection and approval of work quality being accomplished within 48 hours after completion of each property. In the event of unsatisfactory work, Contractor shall take corrective action in these areas so that the total cutting cycle may be completed in a satisfactory manner.
- Contractor is responsible for notifying the District's Project Manager or representative no less than 48 hours prior to initiating any work under each work order. 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 District and provided to Contractor at the pre-work conference.

VII. BUDGET/COST SCHEDULE

The District will pay the Contractor \$50.00 per acre upon completion of the Work for a maximum not to exceed of \$6,662.00. Invoices shall be submitted monthly for the number of acres completed for each property and accepted by the District. Invoices shall be submitted to the Director, Office of Financial Services, St. Johns River Water Management District 4049 Reid Street Palatka, FL 32177, or Emailed to www.acctpay@sjrwmd.com.

ATTACHMENTS:

- Exhibit A: Slope Mowing Table
- Exhibit B: Emeraldal Marsh Conservation Area
- Exhibit C: Sunnyhill Restoration Area
- Exhibit D: Ocklawaha Prairie Restoration Area

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EXHIBIT A

FY_14_15_Slope_Mowing

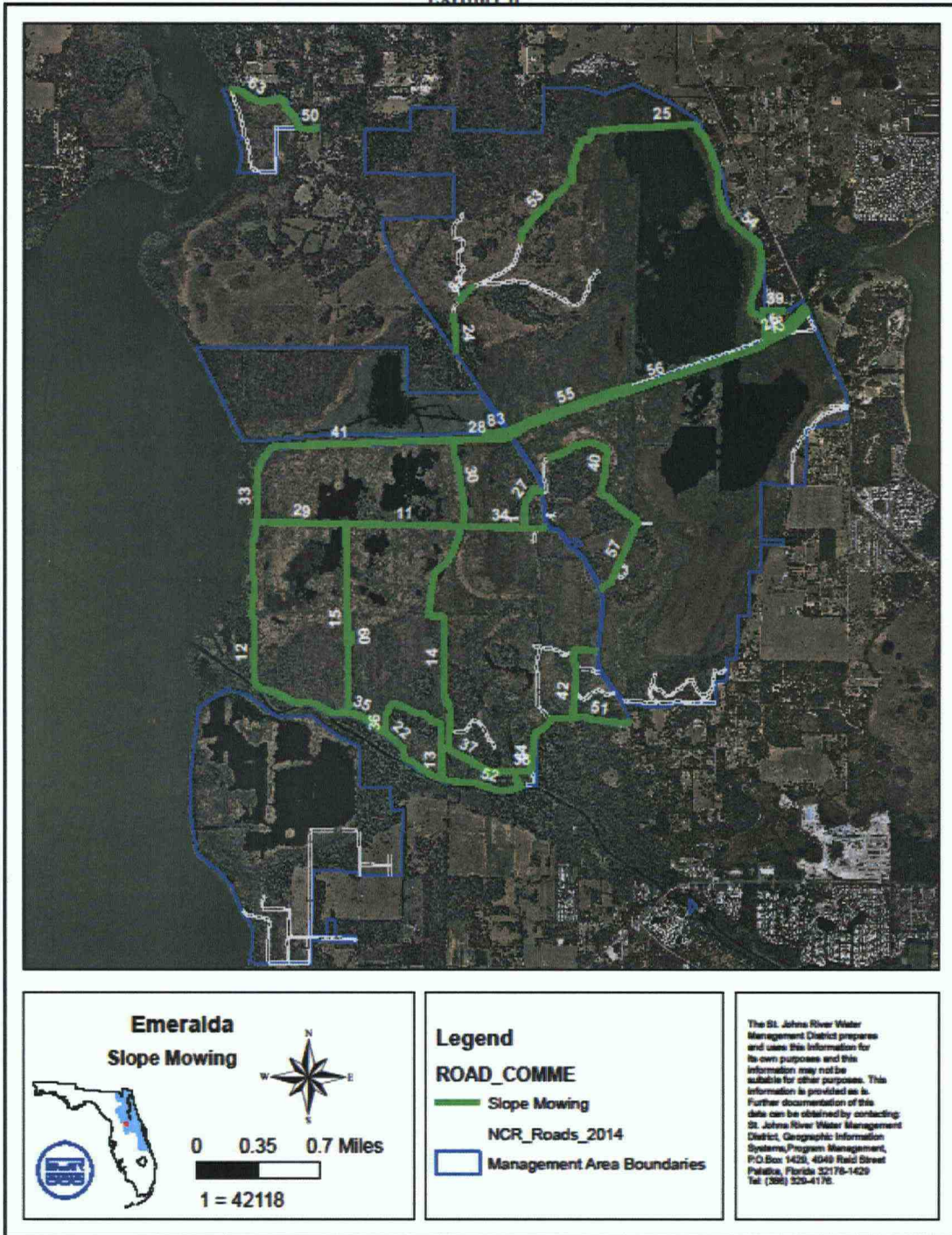
| SID | MANAGEMENT | WIDTH_FEET | SEGMENT_FE | ACRES_CALC |
|-----|----------------------------------|------------|------------|------------|
| 1 | Emeralda Marsh Conservation Area | 35 | 826.6 | 0.66 |
| 11 | Emeralda Marsh Conservation Area | 25 | 3481.5 | 2 |
| 12 | Emeralda Marsh Conservation Area | 25 | 7945.7 | 4.56 |
| 13 | Emeralda Marsh Conservation Area | 25 | 976.6 | 0.56 |
| 14 | Emeralda Marsh Conservation Area | 25 | 7461.2 | 4.28 |
| 15 | Emeralda Marsh Conservation Area | 25 | 5705.6 | 3.27 |
| 22 | Emeralda Marsh Conservation Area | 25 | 2297.1 | 1.32 |
| 24 | Emeralda Marsh Conservation Area | 25 | 1183.2 | 0.68 |
| 25 | Emeralda Marsh Conservation Area | 25 | 3576.4 | 2.05 |
| 26 | Emeralda Marsh Conservation Area | 35 | 1574.4 | 1.27 |
| 27 | Emeralda Marsh Conservation Area | 15 | 709.2 | 0.24 |
| 28 | Emeralda Marsh Conservation Area | 25 | 1798.2 | 1.03 |
| 29 | Emeralda Marsh Conservation Area | 25 | 2671.7 | 1.53 |
| 30 | Emeralda Marsh Conservation Area | 25 | 2636.9 | 1.51 |
| 32 | Emeralda Marsh Conservation Area | 25 | 682.1 | 0.39 |
| 33 | Emeralda Marsh Conservation Area | 25 | 2449.5 | 1.41 |
| 34 | Emeralda Marsh Conservation Area | 65 | 2525 | 3.77 |
| 35 | Emeralda Marsh Conservation Area | 35 | 1305.4 | 1.05 |
| 36 | Emeralda Marsh Conservation Area | 25 | 3284 | 1.88 |
| 37 | Emeralda Marsh Conservation Area | 35 | 2255 | 1.81 |
| 38 | Emeralda Marsh Conservation Area | 35 | 585.1 | 0.47 |
| 39 | Emeralda Marsh Conservation Area | 15 | 833 | 0.29 |
| 40 | Emeralda Marsh Conservation Area | 15 | 4814.1 | 1.66 |
| 41 | Emeralda Marsh Conservation Area | 25 | 5316.3 | 3.05 |

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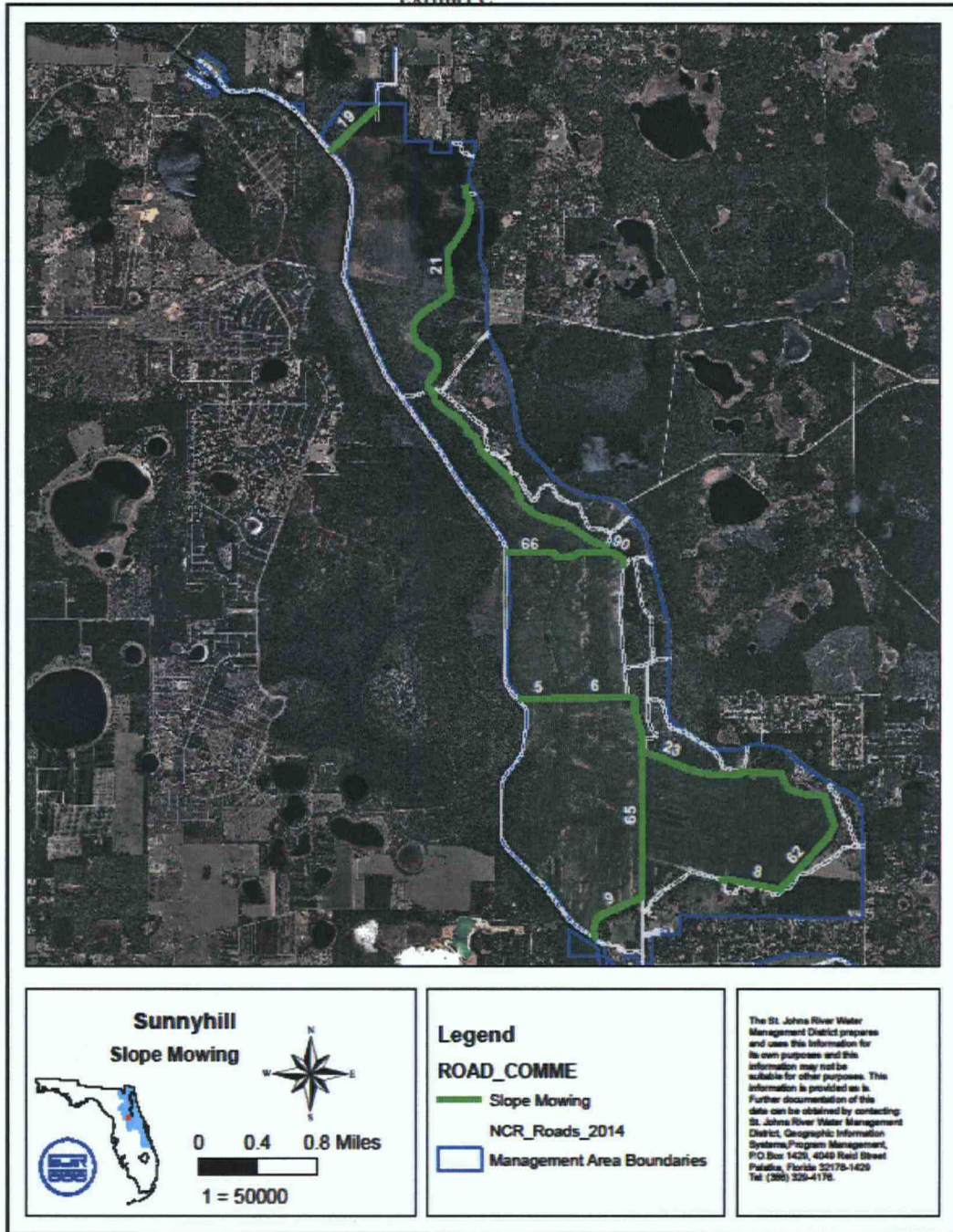
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EXHIBIT B



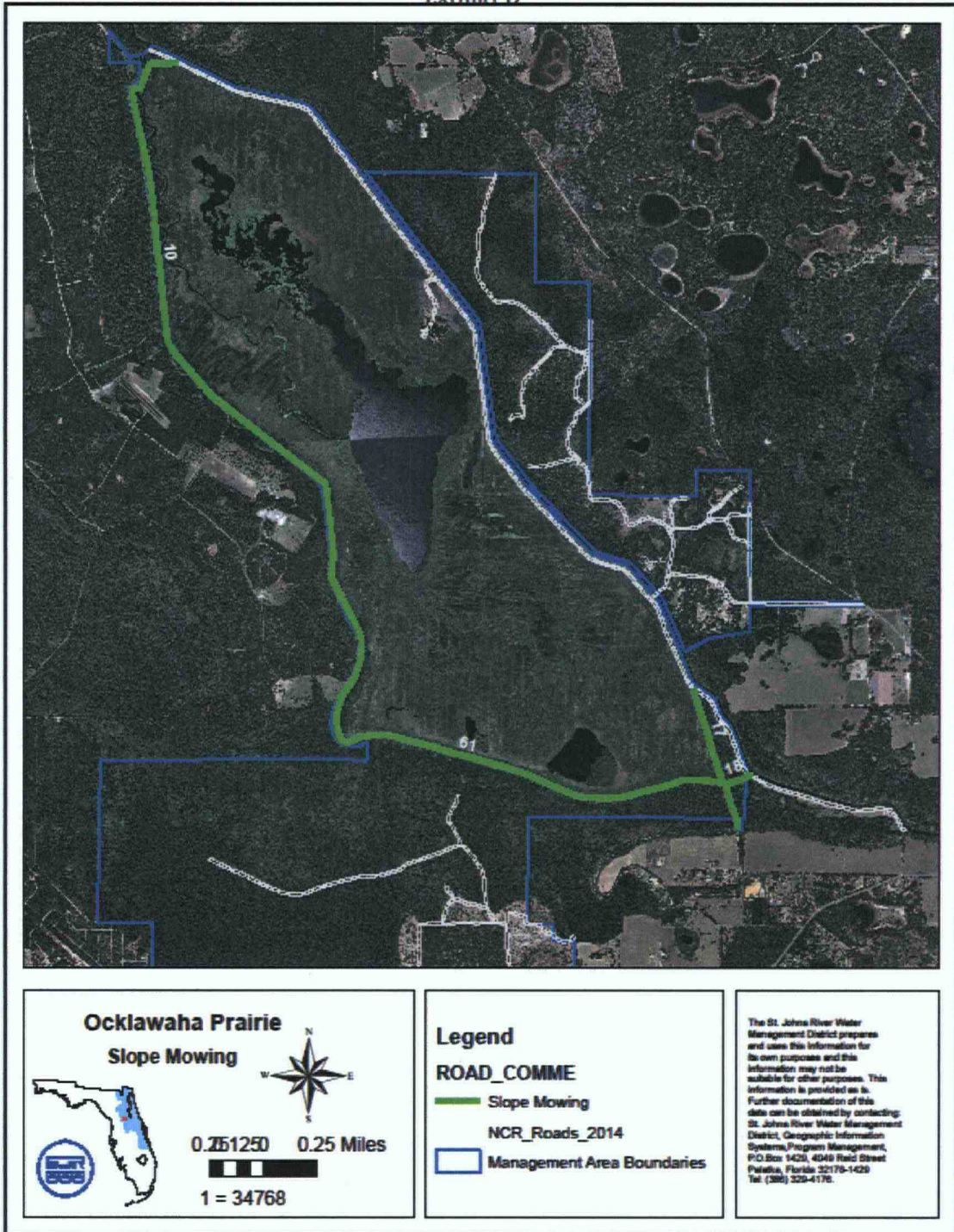
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EXHIBIT C



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EXHIBIT D



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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 name the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$300,000 for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum requirements of Florida law.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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 changes 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: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

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