

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LOCK TENDING CONTRACT 2022-2025
INVITATION FOR BID 37839**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., June 30, 2022. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at 321-409-2156 or ALucey@sjrwm.com. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway, Palm Bay, FL 32909.

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

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

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

The estimated budget for the first term of the project is \$855,000.00.

A **Non-Mandatory Pre-Bid Conference** is scheduled for June 14, 2022, at 10:00 a.m., at Moss Bluff Lock 16255 SE 96th Ln, Ocklawaha, FL 32179. The purpose of the pre-bid conference is to clarify requirements of this solicitation.

Special accommodations for disabilities may be requested through Amy Lucey, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid provided by Respondent (the “Bid”), and all required certifications and affidavits.

2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Amy Lucey, Senior Procurement Specialist
 Phone: 321-409-2156
 Fax: 321-722-5357
 Email: ALucey@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

3. WHERE TO DELIVER BID

Respondents may now upload bids to www.demandstar directly. Please be sure to include all required documents.

The Bid must be submitted in a sealed envelope to:

Amy Lucey, Senior Procurement Specialist
 St. Johns River Water Management District
 Palm Bay Service Center
 525 Community College Parkway SE, Palm Bay, FL 32909

Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN
 Respondent’s Name: _____
 Invitation for Bid: 37839
 Opening Time: 2:00 p.m.
 Opening Date: June 30, 2022

4. OPENING OF BIDS

Respondents or their authorized agents are invited to attend the opening of the Bids at the following time and place:

2:00 p.m., June 30, 2022
 St. Johns River Water Management District
 Palm Bay Service Center
 525 Community College Parkway, Palm Bay, FL 32909

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids 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 bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid 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 Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

5. **PREPARATION AND ORGANIZATION OF BID DOCUMENTS**

Respondent must submit its Bid in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
 - a. Bid Form
 - b. Cost Schedule
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
3. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. The file-naming conventions for the bid shall include:
 - g. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-16)
6. All digitally submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive **MUST** be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed Bid – **DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**
7. Please do **NOT** password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.

If you need assistance or have any questions about the format, please call or email Amy Lucey at 321-409-2156 or ALucey@sjrwmd.com.

6. **INQUIRIES AND ADDENDA**

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, 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 Invitation for Bids documents, but the Respondent is ultimately responsible for submitting the Bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by fax at 321-722-5357 or by email at ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

Submission of a Bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Bid, as submitted. All addenda become part of the Agreement.

7. **BUDGET**

The estimated budget for the Work is \$855,000.00. The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. **MINIMUM QUALIFICATIONS**

Respondent must use the "Qualification" forms (General, Similar Projects, and Client References) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Bid may be considered non-responsive.

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one projects of a similar nature (management and operations of water control structures, locks and dams, with hydraulic and/or electrical operations and controls, such as pumps, motors, generators, water control gates and water conveying systems, such as weirs and bridges on navigable waterways.) within the eight years immediately preceding the date for receipt of Bids.
- b. Respondent must have no less than three years of experience on projects of the nature specified above.
- c. Respondent must provide three client references. Up to two of the client references may be from the similar projects listed in response to subparagraph (a), above. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff.

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.

9. BID GUARANTY

For the purposes of this Bid, a Bid guaranty is not required.

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Work on the attached "Proposed Subcontractors" form. Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership. If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

12. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid 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 Bid;
- 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.

13. REJECTION OF BID

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid 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 Bid.

The District reserves the right to reject any and all Bids and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

14. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

15. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. 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) 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 bids, proposals, submittals, 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.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) 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 bids.
- d. If two or more bids 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; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- e. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

- 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 bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- d. All other information and documentation required by the Agreement

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent 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 Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

18. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime 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.

19. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

20. 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 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 or discriminatory vendor lists.

21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

22. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry 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 Onvia DemandStar.

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. 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 deemed received.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

23. PROTEST PROCEDURES

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 receipt of the solicitation documents or addenda.

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 Notice of Protest within 72 hours after receipt of the decision or intended decision. 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 estimated contract amount.

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. 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.

FORMS
BID FORM

Include this form in the response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title _____
Fax number

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., June 30, 2022

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Lock Tending Contract 2022-2025, 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.

LOCK LOCATION	MONTHLY COST	TOTAL COST (36 MONTH PERIOD)
Apopka	\$	\$
Burrell	\$	\$
Moss Bluff	\$	\$
Total Bid Cost (cumulative of all three Locks for 36 months)	NA	\$

Total Bid Cost in words for 36 months: _____

Cost schedule continued on the next page.

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

PROPOSED SUBCONTRACTORS

Include this form in the response

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

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: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation for Bids 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: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid 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.

If applicable, 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 the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response

STATE OF _____

COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

_____ the Respondent that has submitted the attached bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

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

Name of Respondent: _____

Respondent’s tax identification No.: _____

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 in similar management and operations of water control structures, locks and dams, with hydraulic and/or electrical operations and controls, such as pumps, motors, generators, water control gates and water conveying systems, such as weirs and bridges on navigable waterways.

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 bid 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.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one similar projects within the eight years immediately preceding the date set for receipt of the response, as described in the INSTRUCTIONS TO RESPONDENTS. Each project shall have had a project value of at least \$\$0.00. (Add additional sheet for optional additional completed projects.)

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent shall provide three client references, which may include the similar projects listed above. No more than one reference shall be from the District. (For similar projects listed above, simply state "Similar Project No. ____.")

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

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 require 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: _____/

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 37839

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ TO/FOR
LOCK TENDING CONTRACT 2022-2025**

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 _____ (""), 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 37839, Lock Tending Contract 2022-2025 (the "Work"). In accordance with IFB 37839, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Completion Date.** The Completion Date of this Agreement is September 30, 2025, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
 - a. Commencement of Work. Contractor shall commence the Work on October 1, 2022. 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.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

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

3. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

4. **FUNDING OF AGREEMENT**

(a) For satisfactory performance of the Work, the District agrees to pay Contractor a sum not to exceed \$_____ (the “Total Compensation”). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:

Fiscal Year: October 1, 2022 – September 30, 2023	Amount:..... \$	\$285,000.00
Fiscal Year: October 1, 2023 – September 30, 2024	Amount:..... \$	\$285,000.00
Fiscal Year: October 1, 2024 – September 30, 2025	Amount:..... \$	\$285,000.00

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

5. **PAYMENT OF INVOICES**

(a) Contractor shall submit itemized invoices on a monthly basis for the work by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be**

subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.

- (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
8. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than

required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor’s obligation to provide insurance.

9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

10. **PROJECT MANAGEMENT PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Matthew Forhan, Project Manager	TBD, Project Manager
St. Johns River Water Management District	TBD
4049 Reid Street	TBD
Palatka, FL 32177-2571	TBD
Phone: 386-643-1974	Phone: TBD
Email: mforhan@sjrwm.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.

(c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep, on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District’s consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor’s Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District’s instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

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

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
 2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

12. FORCE MAJEURE; DELAYS

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

sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

13. **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 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, 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 may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by

Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

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

- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

15. DEFINITIONS

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

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

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

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

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

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement 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.

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

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

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

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

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

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

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

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 involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the

District. Contractor shall be allowed a **maximum _____ %** markup of their subcontractor's work for oversight and management.

- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

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. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.
20. **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.
21. **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.
22. **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.

23. CONTRACTOR AS EMPLOYER

(a) Independent Contractor

- (i) Contractor certifies it is an independent contractor and that all persons providing services to the District pursuant to this Agreement and directly employed by Contractor ("Contractor Employees") are Contractor's employees. Contractor Employees are not eligible for any benefit programs the District offers to its employees. All benefits available to Contractor Employees shall be exclusively provided by Contractor and/or the Contractor Employee. Contractor acknowledges that the contract price reflects the cost to Contractor of those benefits including health care coverage that meets the minimum standards of the Patient Protection and Affordable Health Care Act (ACA). Contractor shall provide all billing and collection, payroll services and tax withholding, and any other benefits, services, or administration for all Contractor Employees assigned to provide services to the District.
- (ii) Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor retains the exclusive right to hire, fire, and discipline its employees. Contractor may perform services for others. Contractor is solely responsible for compliance with all labor, tax and health care laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure by Contractor to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to:
 - a. Providing the insurance coverage required pursuant to this Agreement. The District will not make state or federal unemployment insurance contributions on behalf of Contractor Employees.
 - b. Offering health care coverage that meets the minimum standards of the ACA to all employees who perform services under this contract on District property, and indemnifying the District for all costs and penalties the District incurs related to Contractor's failure to offer the required health care coverage.
 - c. Paying all federal taxes whatsoever related to Contractor Employees in accordance with the requirements of federal law. The District will not withhold FICA (Social Security and Medicare taxes) or income taxes from Contractor's payments or make FICA payments or income tax payments on behalf of Contractor Employees. Upon demand, Contractor shall provide the District with proof that any such taxes have been paid.
 - d. Complying with the Florida Minimum Wage Act, §448.110, Fla. Stat., and the Fair Labor Standards Act, 29 U.S.C. §201, et seq., including payment of overtime in accordance with the requirements of said Act, for any Contractor Employees subject to said Act.
 - e. Providing employee training for all functions necessary for performance of the Work except those functions that are unique to the District, in which event the District, in its sole judgment and discretion, may provide training in those functions.
 - f. Providing office or other facilities, equipment, and materials necessary to the performance of the Work; provided, however, that the District may, in its sole

judgment and discretion, provide such facilities, equipment and/or materials when necessary to facilitate the performance of this Agreement in an orderly and efficient manner.

- g. Verifying that all Contractor Employees are eligible to work in the United States as required by law, including completing and retaining for the requisite period of time the Employment Eligibility Verification forms (Form I-9).
- (iii) **Background Screens and Skill Tests.** Contractor warrants that all Contractor Employees performing services for the District have had background screens performed and that the screens do not reveal any convictions or pleas of nolo contendere for crimes reasonably related to the nature of the services provided to the District. Background screens must at a minimum include criminal history reports in all states of residence. Background screens must have been conducted within the last 12 months and must cover a period of at least seven years. Where required and necessary to complete the essential functions of an assignment, and as requested by the District and at Contractor's expense, Contractor shall assist in conducting skills tests.
- (iv) **Workplace Injury.** The District agrees to immediately notify Contractor of any on-the-job injury suffered by any Contractor Employee and further agrees to complete and provide Contractor all District injury or incident report forms. Contractor shall assume responsibility for worker's compensation claims management, claims filing and related procedures for all Contractor Employees.
- (v) **Reasonable Accommodation.** Contractor is solely responsible for providing reasonable accommodation for Contractor Employees pursuant to applicable disability laws, including the Americans with Disabilities Act. Contractor agrees to indemnify the District for any cost incurred as a result of Contractor's failure to fulfill its obligation to provide reasonable accommodation, including a reasonable accommodation required by law made by the District after Contractor's failure to do so.
- (vi) **Use of District Vehicles.** Contractor shall provide a list of all Contractor Employees and a copy of a valid driver's license for each Contractor Employee who are required to, or may operate District-owned vehicles, watercraft or all-terrain vehicles. Contractor shall ensure that all Contractor Employees who are permitted to operate any type of District vehicle possess and maintain a valid State of Florida driver's license. Contractor shall submit a copy of each driver's license to the District before Contractor Employees operate District vehicles. Contractor shall check the motor vehicles records monthly for Contractor Employees and shall notify the District's Project Manager immediately, in writing, if the driver's license of any Contractor Employee is suspended or revoked. Before a Contractor Employee may operate a District watercraft or all-terrain vehicle, Contractor shall provide the District with evidence of the Contractor Employee's successful completion of an approved training course appropriate for the relevant equipment, such as a Coast Guard approved boater safety course. Contractor is responsible for all damage to District vehicles due to negligent care or operation of the vehicle by Contractor Employees.

(b) District Premises

- (i) **Telephone Usage.** Contractor Employees may use the District's telephone system for personal phone calls so long as such usage does not materially interfere with the performance of their assignment or result in any long-distance or other charges to the District.
- (ii) **Contractor Employee Ethics.** Contractor shall ensure that Contractor Employees do not use their assignment at the District to disclose to any person any information that is not

otherwise available to the general public or obtain any material or other benefit for themselves or relatives, as defined in §112.312(21), Fla. Stat., other than the compensation they receive from Contractor.

- (iii) **Drug-Free Workplace.** The District maintains a drug-free workplace pursuant to §440.102, Fla. Stat., and Rule 59-24.003, Fla. Admin. Code. Contractor is solely responsible for ensuring that Contractor Employees are drug-free in accordance with the aforesaid provisions, including conducting pre-assignment drug testing.

(iv) **Discrimination and Harassment**

Contractoremployees are responsible for assisting in the prevention of discrimination, harassment, sexually inappropriate behavior, and retaliation by:

- a. Fostering a workplace free of discrimination, harassment, sexually inappropriate behavior and retaliation;
- b. Refraining from participation in or the appearance of discrimination, harassment, sexually inappropriate behavior and retaliation;
- c. Reporting all instances of such conduct to the District Project Manager; and
- d. Discussing the complaint only with those individuals conducting an investigation.

(v) **Information Technology**

Information Technology is District property, and is, therefore, subject to all District Policies regarding the use of District property or equipment, and to review and monitoring to ensure appropriate use. If Contractor or its employees are given access to District information technology, Contractor will be required to acknowledge receipt and acceptance of the governing District policies.

(vi) **Expectation of Privacy**

The District is a public agency that is subject to the requirements of the Florida Public Records Act, chapter 119, Fla. Stat., and Article I, Section 24, of the Florida Constitution. In addition, the District monitors the use of Information Technology to ensure compliance with District policies. Therefore, communications and other use of Information Technology are subject to monitoring by the District and disclosure under the Public Records Act. Accordingly, users have no reasonable expectation of privacy in their use of any District information technology.

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. **CRIMINAL BACKGROUND CHECK.** Contractor hereby gives the District and its designated agents permission to obtain criminal history records from criminal justice or law enforcement agencies in federal, state, county and municipal jurisdictions. The background check may result in termination of this Agreement upon three days' written notice at the District's sole judgment and discretion. Contractor hereby releases the District and its designated agents from any liability for seeking, gathering and using such information, and also releases any other persons, corporations or organizations that furnish such information. Unless specifically exempt by law, any documents obtained by the District and its agents are subject to the Florida Public Records Act and will only be released pursuant to a request made under that Act, in which event Contractor shall be notified of the request. Contractor's social security number shall be used only for the purpose of the criminal background check and is exempt from disclosure under the Florida Public Records Act. See §119.071(5)(a)3, Fla. Stat.

26. **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.

27. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

28. **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.

29. **EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
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 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. **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 §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.
33. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.
34. **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.
35. **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.
36. **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.

37. 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@sjrwm.com**

38. **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.

39. **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.

40. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
41. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
42. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
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. **WARRANTY**
- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

(b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

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

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

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

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:

- Attachment A — Statement of Work/Technical Specifications
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D – Contractor Employees
- Attachment E – Contractor Employee Acknowledgement Form
- Attachment F – District Administrative Directive 510, Employment Compliance, Section (6) Tobacco-Free Workplace Program and Section (7) Prevention of Discrimination, Harassment, Sexually Inappropriate Behavior and Retaliation; and Administrative Directive 610, Information Technology

ATTACHMENT A — STATEMENT OF WORK
**LOCK & DAM SERVICES FOR THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT'S
NAVIGATIONAL LOCKS & DAMS**

I. INTRODUCTION/BACKGROUND

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

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

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

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

II. SCOPE OF WORK

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

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

III. SUMMARY OF TASKS

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

A. Contractor Responsibilities

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

B. District Responsibilities

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

IV. PERSONNEL TRAINING AND EQUIPMENT

A. General

1. The Contractor shall provide personnel that are trained and demonstrate proficiency in the skills required to perform the Lock & Dam Operations and routine maintenance work. The Contractor shall be responsible for training each of its Lock Residents and Tenders in all aspects of the Lock & Dam Operations, maintenance, and administrative requirements. The Contractor shall develop a reserve of trained "on call" employees to provide coverage during periods of illness, vacation or other absence of the regularly assigned personnel. Only employees who have received training in each specific lock & dam operation will be authorized to provide on call service for that lock & dam. The Contractor shall notify the District within two weeks of staff changes and shall submit training documentation for new staff for the District's approval.
2. All managers and supervisors including Lock Master will receive initial training in Lock & Dam Operations by the District. A new Lock Resident or Tender must train with the Lock Master and demonstrate his/her proficiency prior to beginning lock or dam operations. No Lock Tender shall begin lock or dam operations without training provided by the Contractor, and written approval of the District.
3. The Contractor shall also provide each employee training in positive customer service, negotiations, and dealing with difficult people when appropriate, or following any complaints in these categories. Locally available classes may constitute training; as may classroom training provided by the Contractor, viewing of videotapes, completion of written course materials, or any other effective method of course delivery.

B. Lock Residents and Lock Tenders Requirements

The Contractor shall ensure that all Lock Residents and Tenders meet all qualifications required herein.

1. Lock residents and tenders shall be at least 21 years of age.
2. Lock residents and tenders shall be trained for each lock and dam they will be expected to operate and should be able to demonstrate to the District they are fully qualified and knowledgeable to perform the duties and responsibilities of this position.
3. All Lock Residents and Tenders shall be mentally and physically capable to operate the locks and respond to emergency situations. They must be able to perform in extreme conditions of hot and cold weather for extended periods of time (4-6 hours); walk above water on narrow boardwalks (30" wide); and lift, push and pull 30 lbs.
4. Lock Residents and Tenders may be evaluated on an as-needed basis by the Lock Master and/or District's Project Manager to determine their proficiency and to identify areas for additional training.

C. Uniforms

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

D. Equipment

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

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

V. DISTRICT-OWNED HOUSING

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

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

VI. COMMUNICATIONS

A. Operational and Quality Control Meetings

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

B. Posting Notices

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

VII. CONTRACTOR CONDUCT

A. Visitors While on Duty

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

B. Pets

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

C. Tobacco Use

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

D. Firearms

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

E. Standards of Conduct

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

VIII. MAINTENANCE AND REPAIR

A. Locks and dams, generators and control houses

The District is responsible for the structure's monthly preventative maintenance and services, all major repairs to locks, dams, and the Lock Resident residences. This includes mechanical and electrical

maintenance, gate pulls, and structure overhauls. The District shall also perform all scheduled maintenance at the structures.

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

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

The Lock Tender shall start and run the structure generators for one hour every week, unless otherwise instructed by the District's Project Manager. A record shall be kept of the date, time, and run time hours of the generator test and provided monthly to the District's Project Manager. During the generators' run time, the lock gates shall be exercised to ensure that they will work during an emergency.

B. Housekeeping

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

C. Yards and Grounds

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

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

IX. INSPECTIONS

A Structures

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

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

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

B Manatees

The Contractor shall perform purposeful inspections of all upstream and downstream waters of both the Lock and Dam for the presence of Manatees. A minimum of three inspections per day are required; more frequent inspections are preferred. The minimum inspections shall be performed "morning, noon, and night", i.e., upon opening the facility at first arrival in the a.m., around mid-day, and again near closing time. All inspections shall be documented on attached "Manatee Sighting Form", inside the Required * section, whether animals have been sighted or not. A checkmark in the box will indicate the intentional inspection was made.

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

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

X. NAVIGATION LOCKS & DAMS

A. Safety Requirements

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

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

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

B. Forms and Mailings

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

- | | |
|--|--|
| 1. Water Control Structure Log | Update Daily/File Monthly |
| 2. Register of Vessel Traffic | Update Daily/File Monthly |
| 3. Manatee Sighting Report | Update Minimum Three Times Daily/File Monthly |
| 4. Manatee photography | Photograph manatees each sighting/Mail data card monthly (no form – see Section III.A.7 above) |
| 5. Accident/Incident Report | As Required/File Within 24 hrs. |
| 6. Daily Preventive Maintenance | Update Daily/File Monthly |
| 7. Monthly Preventative Maintenance | Update Monthly |
| 8. Generator Operations Log | Update As Used/File Monthly |
| 9. Lock Tender Call-In Process | Daily Water Control Structure Log |
| 10. National Weather Service form B-91 | Update daily/Mail in self-addressed envelope monthly |

C. Operation of Telephone and fax machines

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

D. Inspections

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

E. Commercial Transactions

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

XI. HOURS OF OPERATION

The Contractor shall require that each Lock Tender be responsible for the operation of their lock and dam during the hours of operation shown below. Operation of the locks shall always be provided for the passage of vessels within these hours, unless construction or emergencies prevent them. These hours are set forth in the Code of Federal Regulations CFR Title 33 Part 207.169, 207.170, 207.170a, 207.170b. The Contractor shall be responsible for providing relief staff for during any mandatory breaks

or lunch times with no interruption in services for the lock or dam operations for the entire period. All locks' hours of operation are:

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

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

XII. DISTRICT MANAGERS and ENGINEERS FOR LOCKS AND DAMS

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

APPENDICES:

Appendix A - Lock & Dam Operational Procedures
Appendix B - Staff Gauge Reading Instructions
Appendix C - Forms and Reports
Appendix D – Lock Tender Residence Agreement

APPENDIX A LOCK & DAM OPERATIONAL PROCEDURES

I. LOCK and DAM OPERATIONAL PROCEDURES

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

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

3. Visually check TV monitors, lock mirrors, etc. for proper function and damage. Promptly report any issues noted to the District's Project Manager.
 4. Perform vessel lockage and spillway gate changes as necessary throughout work hours.
- C. At the end of each day:
1. Lower flags.
 2. Deactivate lights and boat horns.
 3. Visually inspect all waters surrounding lock and dam vicinity for Manatee presence/activity, recording any on Manatee Sighting Form at every occurrence.
 4. Remove any personal materials or debris, prepare facility for next personnel.
 5. Lock gates.

II. LOCK OPERATIONS

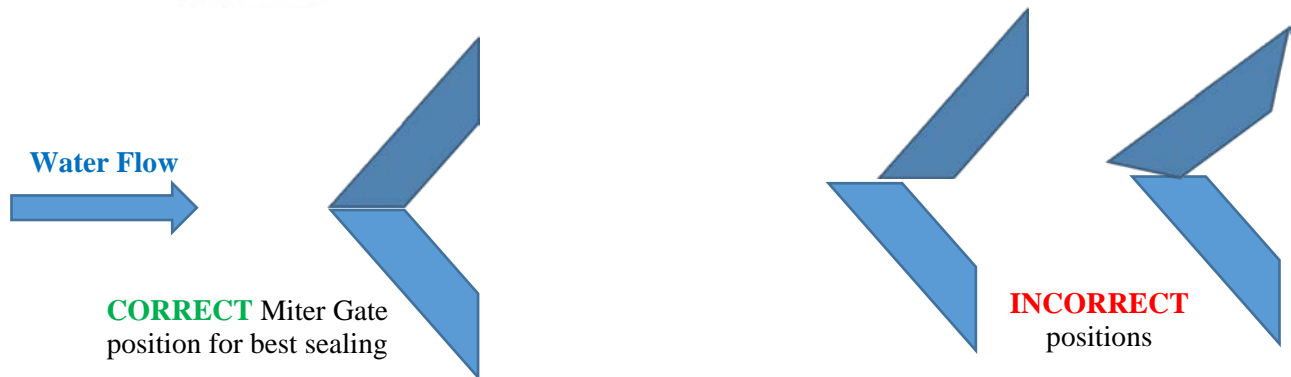
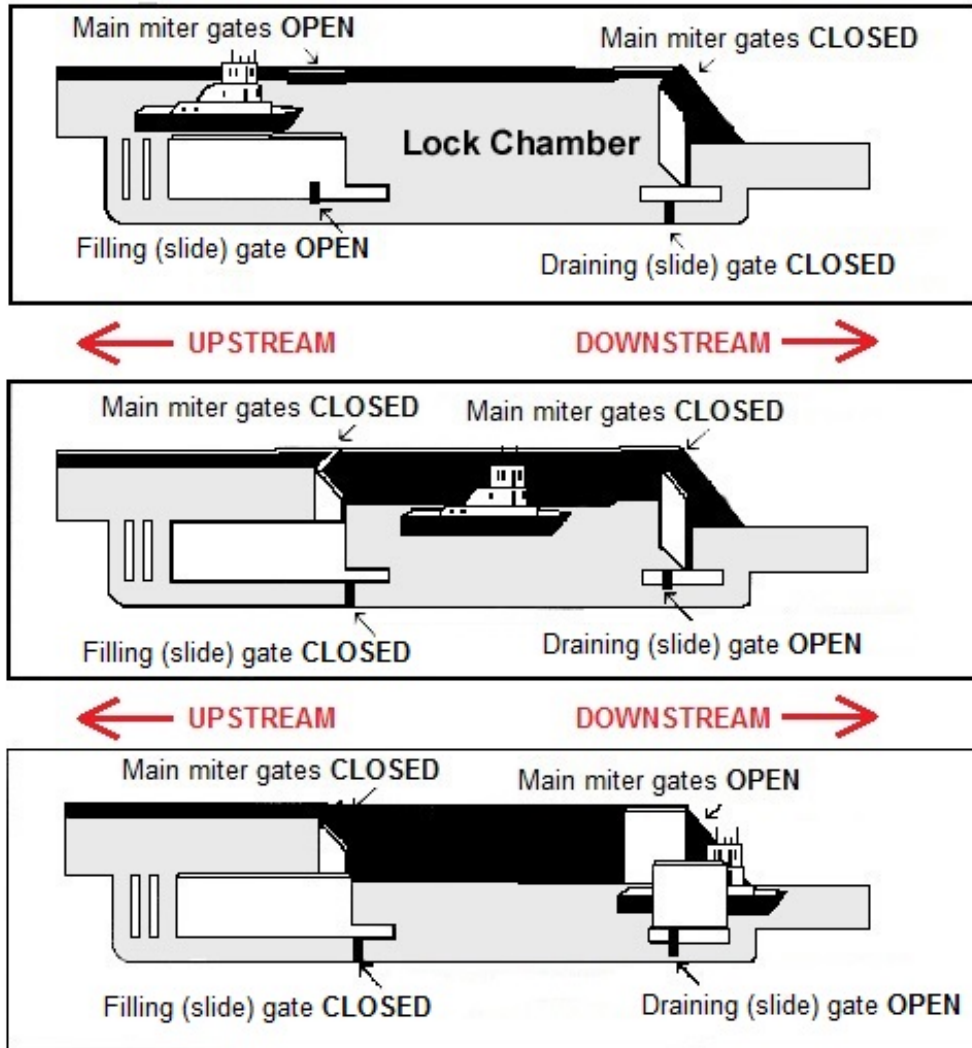
A. General Instructions.

1. Vessel locking can be accomplished safely and speedily only if vessel operators and Lock Tenders (any person operating lock) have a mutual understanding of the process, follow regulations and procedures and practice courtesy. The Lock Tender has the responsibility to ensure that proper locking procedures are followed, and are applicable to all three locks: Apopka, Burrell, and Moss Bluff.
2. The proper operation of the locks is a very visible public process, and the public expects and must always receive courteous and safe treatment at the hands of the Lock Tender. This is absolute in providing a safe and courteous passage for the public and their vessels. The Lock Tender must provide the public with a positive image of the District. Lockage of their vessels may be the only contact that the public has with District functions and must be done with professionalism.
3. A Lock Tender's failure to observe and direct vessels entering and leaving the lock could result in serious damage to the vessel or the lock structure. During the lockage cycle, especially the filling or emptying operations, many things can happen that would require quick action by the Lock Tender. A Lock Tender must remain alert, aware of their responsibilities and attentive to operational procedures. The lockage of any vessel requires the full attention of the Lock Tender; from the time the vessel or tow enters the lock approach for passage until it safely exits the lock approach. A tow is defined as any vessel, barge, skiff, floating work surface or structure designed for operation in or upon water that is non-powered or which its propulsion system is in-operative.
4. If it becomes necessary for the Lock Tender to leave the operating area, the lockage of any vessel(s) within the lock chamber must be completed. No other vessel(s) are to be allowed into the lock chamber until the Lock Tender can return to the facility.
5. The Lock Tender must remain near the control house when any operational equipment is in motion, and constantly observing if any manatees are present.
6. Inattention to duties will be considered willful negligence and may result in disciplinary action.
7. In the case of malfunction of equipment or failure of power, the Lock Tender will make every effort to correct the issue. If this effort does not correct the situation, the Lock Tender will call the District's Project Manager or Operations Manager for assistance. If necessary, a mechanic will be contacted to make emergency repairs. The District's Project Manager consent will be obtained before operating equipment with any bypass switches.
8. Lock Tenders will be in the proper uniform as specified by the contract and be as neat in appearance as conditions permit when performing duties.

9. Lock Tenders will practice courtesy to vessel operators, crew members, and general public at all times.
10. Detailed instructions regarding operations (i.e., control panel operations) will be provided at the time the Contract is executed.

B. Locking Procedures

1. When vessels are going downstream and the lock is empty, the “low-side” main lock miter gates and draining slide gates are closed and the lock is filled with water by opening the filling slide gates. Once water is at the same level as the upstream pool, the “high-side” main miter gates can be opened with no pressure on them from differential water levels and the boat(s) are allowed into the lock chamber. After proper mooring of the vessels in the lock, the “high-side” main miter gates and filling slide gates are closed tightly. Once closed, the draining slide gates are opened. This now allows the water to drain out of the lock chamber and floating vessel(s) drop in elevation along with the water. When the lock chamber water level has dropped to the same level as the downstream pool the “low-side” lock gates can be opened permitting the boat(s) to continue travel downstream.
2. For vessels travelling upstream and the lock has been drained as described above, the “low-side” main lock miter gates are opened to allow the vessel to enter the lock. Once inside the lock the “low-side” main lock miter gates are closed, along with the draining slide gates. After proper mooring of the vessels in the lock, the “high-side” filling slide gates are opened to allow water to fill into the lock and the floating vessel(s) will rise in elevation along with the water. When the lock chamber water level has filled up to the same level as the upstream pool the “high-side” lock gates can be opened permitting the boat(s) to continue travel upstream.



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

C. Detailed Procedures for Locking a Vessel

1. Vessels Entering the Lock

- a. The Lock Tender shall not permit vessels to enter or leave the lock chamber while the miter gates, or main gates, are being operated. Vessels shall remain no closer than at the end of the fenders until given the signal from the Lock Tender to enter.
- b. To avoid exposure of the lock personnel to radiation associated with navigational radar on vessels passing through a lock facility, vessel operators are required to turn off radar units during lockage.
- c. When the lock gates are fully opened into their recesses, and all is clear, the Lock Tender may signal the vessel to enter or leave the lock at a no wake speed.
- d. Small vessels may lock with non-hazardous tows, provided the small vessels can enter last or leave first. The Lock Tender should ensure all parties have a mutual understanding of the lockage procedures prior to the commencement of the lockage.
- e. Each vessel or tow about to enter the lock will be observed by the Lock Tender. Entry will be refused if the vessel is in an apparently unsafe condition for lockage. Examples are:
 - i. Listing noticeably
 - ii. Overloaded
 - iii. A fire is noted onboard
 - iv. Leaking flammable or any hazardous material
 - v. Visible damage to the hull, which could affect the vessel's stability during lockage
 - vi. Draft with less than six inches of clearance over guard and gate sills
 - vii. Not under tow with no means of propulsion
 - viii. Operated under influence of alcohol, drugs, or any unsafe impairment
- f. Pleasure and public vessels shall not be locked through a lock chamber with airboats.
- g. When a vessel is denied entry into to lock for any reason, an explanation should be given to the vessel operator and documented in writing on the Incident Form.
- h. Except when preparing the lock chamber for a lockage or during lockage cycles, the Lock Tender may be required to perform general maintenance or assist in repair work as directed. Lock maintenance is an integral part of an operator's duties.
- i. The Lock Tender may communicate with the vessel operator information, such as:
 - i. The proper procedures of handling of lines.
 - ii. Use of available life savings equipment, ring buoys, and fire extinguishers.
 - iii. The name and contact information for the District's water control Engineer.

2. Vessels in Lock Chamber

- a. Hanging ropes or chains are provided along both walls of the lock chamber for boaters to hold during the lockage process and are referred to in this document as "mooring". Under no circumstances are these ropes or chains to be attached to any boat for any reason. Doing so during a lock draining process will cause the vessel to capsize and likely eject its passengers into the water.
- b. As the lock chamber is being emptied or filled, the Lock Tender will require all vessels to remain moored.
- c. The Lock Tender may direct the vessel operator to the areas in which the vessels or tows are to remain during the lockage. The Lock Tender will not close the lock gates until all vessels are properly moored. The Lock Tender will not permit any vessel to tie to lock ladders. The Lock Tender will make sure all vessels are moored so they will not drift within close proximity to the miter gates during the lockage. The Lock Tender will not begin filling or emptying the chamber until satisfied the vessel or tow is properly moored.

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

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

D. SPECIAL INSTRUCTIONS FOR LOCKING OF PLEASURE VESSELS

1. Lockage of Pleasure Vessels with Non-Hazardous Tows

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

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

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

2. Waiting Time for Recreational Vessels

- a. After the arrival of a pleasure vessel, if no separate or combined lockage can be accomplished within a reasonable time, (not to exceed the time required for three lockages), then a separate lockage for a single pleasure vessel may be completed.
- b. If a multiple lockage tow is being processed and blocking the entrance to the lock chamber, the pleasure vessel must wait until the multiple lockage is completed.

3. Locking of Recreational Vessels

- a. Recreational pleasure vessels will not be permitted to enter or exit the lock fastened to a tow vessel or barges, nor will they be permitted to moor to the tow vessel or barges while being locked.
- b. Recreational vessels should have adequate length of lines for mooring. These lines should be secured to the lock chamber wall mooring device and properly fastened to both ends of the vessel as to allow for the safe paying-out or taking-up of line during the locking process. This process should safely position the vessel parallel to the wall during filling or emptying of the lock chamber.

4. Locking of Personal Watercraft (PWC)

- a. Personal watercraft is a generic name for multitudes of powered water vessels commonly known as wave runners, jet skis, etc. These watercrafts can be divided into two major categories: (a) those to be sat upon and ridden (like a motorcycle), and (b) those which require the vessel to be moving for the operator to be out of the water, also known as the "stand-up" variety of PWC. Other "Scooter" style tow vehicles being used by any Scuba Diver will not be allowed.
- b. It is acceptable to lock together PWC of the sit upon variety, provided all occupants are wearing PFDs (personal flotation devices).

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

III. DAM OPERATIONS

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

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

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

A. General Instructions

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

6. The readings and gate setting tasks are extremely important to the proper functioning and operations of the Federal Flood Control project, and SJRWMD staff rely on accurate information from the dam tenders on duty.
7. DURING NORMAL OPERATIONS, AT NO POINT IS THE LOCK TENDER AUTHORIZED TO EXECUTE ANY GATE OPENINGS OR REVISIONS WITHOUT PERMISSION OR WRITTEN INSTRUCTIONS FROM THE SJRWMD WATER CONTROL ENGINEER. No individual phoning the Lock Tender, nor anyone visiting the lock facility or residence, is authorized to command gate position changes unless such change has been previously authorized by the Water Control Engineer. No fax received in the lock facility, unless generated by the SJRWMD and signed by the Water Control Engineer on duty, is authorized to command the Lock Tender to alter any gate positions. No individual whatsoever, be they a Government Official, boater, resident, neighbor, fisherman, vessel operator, vacationer, skier, surf boarder, scuba diver, sail boater, business owner, marina operator, tour guide, homeowner association member, or other SJRWMD staff are authorized to command the Lock Tender to alter any gate positions.
8. At the Lock Tender's discretion, if approached by a Law Enforcement Officer, Medical Professional, or other such emergency personnel, AND an emergency is unfolding at the dam due to an accident of some nature that threatens an individual's life or limb, he/she is authorized to operate the dam gates as instructed. At an appropriate time following such an emergency, the dam gate(s), if opened further than before the emergency, are to be returned to the previous position. If the dam gate(s) were closed fully or partially in response to the emergency, they are to remain in such a position until permission has been obtained by the overseeing Law Enforcement or medical professional at the scene. Should this situation occur the District's Water Control Engineer shall be promptly notified.
9. For purposes of maintaining the waterway clear of vegetation, the Lock Tender is allowed to flush weeds or minor floating debris (logs, etc.) through the dam as long as all material passes downstream. Under no circumstances shall any object be flushed through that would not fit or flow along. No object shall be allowed to clog any flood control gate and restrict it from opening or closing.
10. At any point throughout the year, the dam may be opened to release extreme amounts of water. These releases may elicit questions or complaints from neighbors or residents. In cases such as these, that concerned citizen may be referred to the Water Control Engineer and/or the District's Project Manager. Another District staff member may be assigned to deal with complaints and if so, their contact information will be given to the Lock Tender to be provided to citizens.
11. If, at any time, any gate or portion of the Flood Control structure becomes in-operative, the Lock Tender shall immediately report the condition to the District's Water Control Engineer.

B. Restricted Areas

1. Each dam maintains a restricted area upstream and downstream of the structure, which will be isolated from the navigable channel by a cable and floating buoy system. Signs are posted with a "No Entry" indication to that affect.
2. The Lock Tender shall not knowingly permit vessels to enter the restricted area between the structure and cable / buoy system. If boaters request permission to position their vessel(s) within this area, for fishing or any other purposes, they must be told no. If boaters are observed in these areas, they are to be instructed to leave. If the boater(s) do not leave, the Lock Tender is to contact the Contractor's Project Manager and District's Project Manager.

3. All vessels anchoring in the navigable channel must do so such that any water flows through the dam will not draw the vessel, against its anchor, into contact with the cable/buoy system or the restricted area. If boaters or vessels are observed being pulled into the water flow area(s) they are to be warned and instructed to motor further upstream.

IV. NAVIGATIONAL LOCKS and DAMS / SPILLWAYS SAFETY GUIDE

A. General Safety

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

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

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

9. Smoking, the use of open flame equipment or other ignitable substances, shall be prohibited on lock premises. Lock & dam tenders may not smoke or use any form of tobacco product in lock control house, any other building, or premises in general.
10. Pleasure vessels/public vessels shall not be locked simultaneously through a lock chamber with airboats.
11. Pleasure vessels shall not be locked simultaneously with a vessel or tow carrying dangerous cargo or containing flammable substances.
12. Lock Tenders shall maintain continuous visibility with vessels in the lock chamber while opening/closing gates from first entry until all vessels have exited and the lock put in stand-by mode.
13. Lock Tenders shall report all accidents or incidents immediately to the District's Project Manager, followed by a written report using the Accident/Incident Form within 24 hours of occurrence.
14. Lock Tenders shall also enforce safety procedures for boaters; no smoking while in the lock chamber, turn engine and radar off while in lock chamber, hold on to drop rope while in lock chamber, and do not pass beyond the red line.
15. No firearms or weapons of any type shall be allowed on District property except in residence or personal vehicle.

B. Specific Safety Procedures

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

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

C. Overboard Procedures

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

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

D. Fire in Lock Procedures

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

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

E. Navigational Lock Procedures for Manatee Protection

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

V. SITUATIONS REQUIRING IMMEDIATE ACTION

A. Fire at a Lock

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

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

B. Disturbance at Civil Works Projects

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

1. Notify the lock supervisor.

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

C. Notification

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

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

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

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

D. Accidents Reports

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

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

E. Hurricane Preparedness

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

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

APPENDIX B STAFF GAUGE READING INSTRUCTIONS

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

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

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

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

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

STAFF GAUGE UNDERSTANDING

Type 1 – FEET

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

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

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

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

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

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

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

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

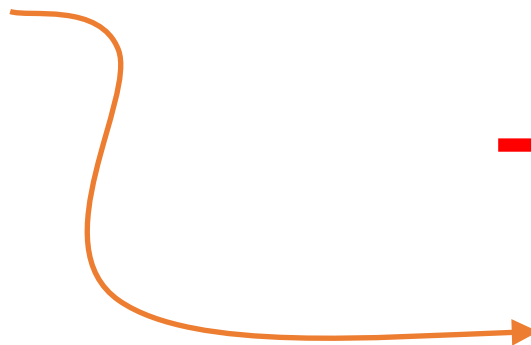
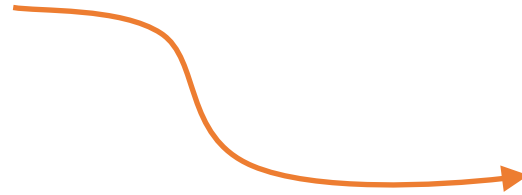
What reading is at the **GREEN** arrow?
2.8 feet

Gate settings with this type of gauge will never use the middle of a black or white bar; only the edges.

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

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

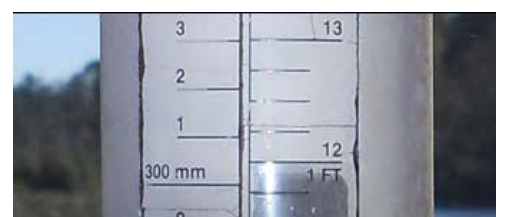


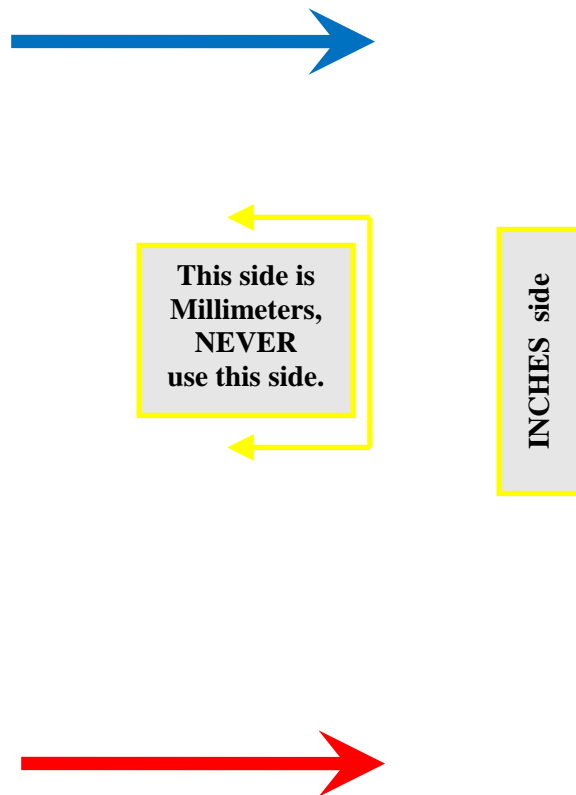


Gauge shown is at Moss Bluff Main Gates

Type 2 – INCHES

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





Gauge shown; Moss Bluff Low-Flow Gates

Type 3 – FEET with TENTHS and HUNDRETHS of feet

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

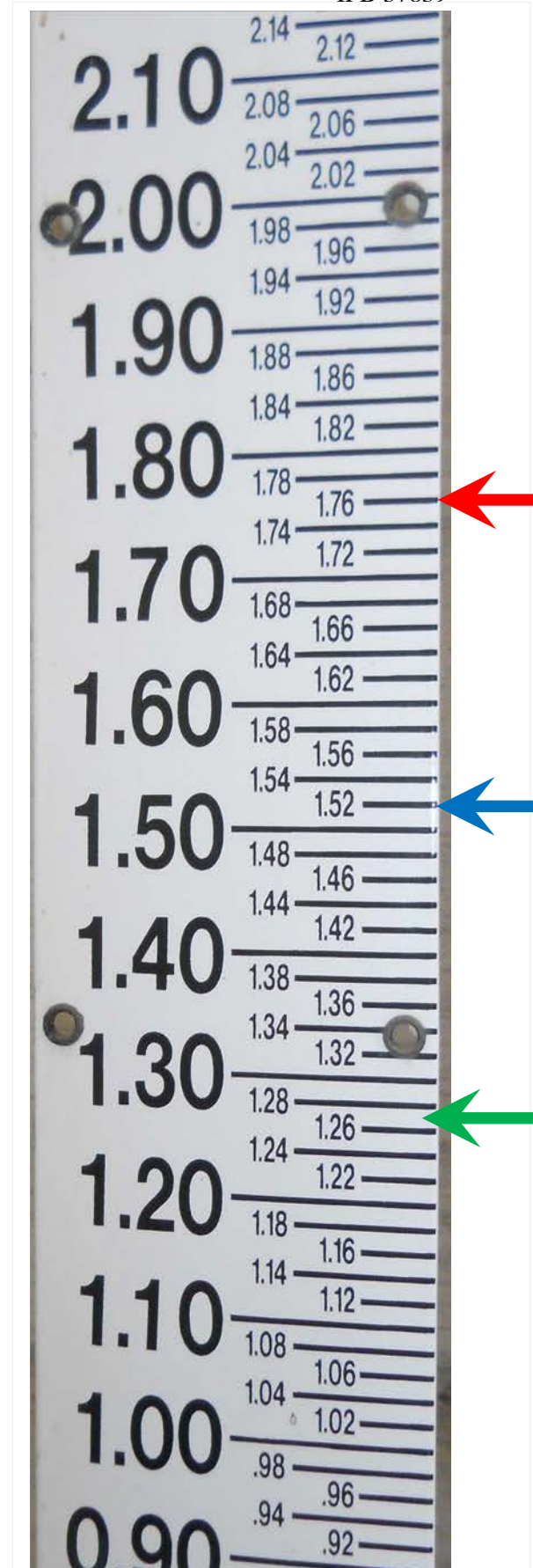
However, because of space restrictions on the face of the gauge, only the marks indicating each of the two one hundredths of feet is shown with the black numbers.

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

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

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

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



**APPENDIX C
FORMS and REPORTS**

WATER CONTROL STRUCTURE LOG

St. Johns River Water Management District					BURRELL					
Water Control Structure Log					Month: _____ Year: _____					
Date	Time	Gauge Readings		Side 1 South	Gate Settings				Side 6 North	Rain
		Upper	Lower		Main Gates					
					2	3	4	5		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
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20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

SAMPLE

MANATEE SIGHTING FORM

Please e-mail monthly to:
 mross@sea2shore.org, and ron.mezich@MyFWC.com
 jrichmond@sjrwmd.com, and mforhan@sjrwmd.com

MANATEE SIGHTING FORM
 Facility/Structure/Location: **Apopka**
 Primary Contact & Phone #: **123-456-7890**

Date	Time	Required *		Observer	Manatee Quant.	Photos (yes or no)	Observation Location (upriver, downriver, within lock)	Direction of Passage (upriver, downriver, in-out lock)	COMMENTS (include behaviors such as feeding, sitting at gate, moving in/out of structure, interactions, scars, markings)
		Morn.	Noon						
7/15	700	X		Bill	0	n/a	n/a	n/a	First review, opening for the day.
"	830			"	0	n/a	n/a	n/a	None observed
"	945			"	0	n/a	n/a	n/a	John Donohue visit, greased fittings.
"	1145	X		"	0	n/a	n/a	n/a	None observed
"	1422			"	2	NO	Downriver-UPriver	Not in view of lock	Boater reported, not seen by me.
"	1550			"	0	n/a	n/a	n/a	None observed
"	1725			"	0	n/a	n/a	n/a	No sightings
"	1850		X	"	0	n/a	n/a	n/a	Closing for the day.

EXAMPLE

Refer to this EXAMPLE as a refresher for form completions. Document EVERY review of waters in and around the locks or dams. Document any interactions with boaters concerning manatee sightings or activity.

NO WHITE OUT is permitted on this form. Always strikethrough any incorrect information, so that it can be seen and compared with corrected entries. Use another line if necessary.

More documentation is best, enter ANY information about manatee activity, boater reports, mechanical issues, or operational abnormalities.

IN CASE OF A DEAD, INJURED OR TAGGED MANATEE, PLEASE CALL FWC WILDLIFE HOTLINE: 1-888-404-3922

* Intentional observations above and beyond regular sightings. If none observed state so with, other information as well.

ACCIDENT / INCIDENT REPORT

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
ACCIDENT / INCIDENT REPORT**

EMPLOYEE'S STATEMENT OF INCIDENT *Please Print*

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

DAILY PREVENTATIVE MAINTENANCE

WEEK ENDING: _____

**MOSS BLUFF LOCK & DAM
DAILY MAINTENANCE AND INSPECTION**

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

LEGEND:

1. Inspect the structure and the perimeter for any unusual conditions, damage or problems.
2. Inspect the structure, gates, and controls to assure they are in working order.
3. Observe Control Boards and panels for physical condition and general cleanliness.
4. Check oil levels, check for oil leaks in pressure systems, & machinery pits. Replace hydraulic seals if leaks detected or internal bypassing of cylinders.
5. Observe that indicating lamps are in operating condition. Repair and replace as needed for proper operation.

DAY	ITEM #	OK	REMARKS/FINDINGS	FIELD OFFICE REMARKS/COMMENTS
SUN	1			
	2			
	3			
	4			
	5			
MON	1			
	2			
	3			
	4			
	5			
TUE	1			
	2			
	3			
	4			
	5			
WED	1			
	2			
	3			
	4			
	5			
	1			
	2			

SAMPLE

MONTHLY PREVENTATIVE MAINTENANCE

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

LOCK TENDER CALL-IN PROCESS

Call-In Process



St. Johns River Water Management District
 Bureau Of Operations & Maintenance
 Water Control

Phones:
 Answering Machine; 386-312-2303
 Matt Forhan; 904-673-7841

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

Lock Tenders,

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

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

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

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

District Project Manager

APPENDIX D
LOCK TENDER RESIDENCE AGREEMENT

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

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

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

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

1. The term of this Agreement begins October 1, 2019. Unless earlier terminated as provided below, the initial term of this Agreement expires September 30, 2022. Notwithstanding the aforesaid, this Agreement shall automatically terminate upon termination or expiration of the Contract.
2. The District will provide Resident a residence in the area generally depicted in Exhibit "A". The residence and all appurtenant grounds, fixtures and improvements directly associated with the residence constitute the "Property"
3. Resident shall use and occupy the Property only as a private, single-family residence. No business or trade shall be conducted on the Property. Resident will comply with all sanitary laws, ordinances, rules, regulations, and orders of appropriate governmental authorities. Resident's use and occupancy of the Property must at all times be consistent with the requirements of the Contract, including the "Behavioral Standards" provided for therein, which Resident acknowledges have been provided to Resident by Contractor. Resident is an employee of Contractor and not the District.
4. Occasional family visitors are permitted to stay in the residence for up to 10 days, not exceeding stays of 60 days for each year of the contract. Resident must obtain the District's written permission for visits longer than 10 days.
5. The Property is authorized for use in "as is" and "where is" condition. Resident acknowledges that Resident has examined the Property, including the grounds and all buildings and improvements, and that, at the time of the execution of this Agreement, the Property is in good order and repair, and in a safe, clean, and tenantable condition, unless otherwise agreed to and attached as an Exhibit to this Agreement.
6. Resident will make no alterations to the Property or construct any buildings or make other improvements to the Property, without the District's prior written consent. All alterations, changes, and improvements constructed or placed on the Property by Resident, with the exception of fixtures removable without damage to the Property and movable personal property, shall, unless otherwise provided by written agreement between the parties, be the District's property and remain on the Property at the expiration or termination of this Agreement.

7. Resident is responsible for paying all costs resulting from Resident's occupation and use of the Property, except for those costs that are the Contractor's responsibility under the Contract. The costs payable by Resident or Contractor include, but are not limited to, charges for all utility services, garbage collection, telephone, cable and janitorial services. This includes hook up and connection fees.

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

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

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

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

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

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

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

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

16. Resident must procure and keep in force continuously throughout the term of this Agreement a general liability insurance policy on an "occurrence basis" with limits of liability not less than \$300,000 per occurrence

and/or aggregate combined single limit, personal injury, bodily injury and property damage. "Claims made" coverage will be accepted only after verification that "occurrence" coverage is not available. Within 30 days of signing this Agreement, and at any time requested by the District thereafter, Resident must provide the District with a copy of the declarations sheet of the policy or policies.

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

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

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

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

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

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

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

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

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

26. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" or "must" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) each party shall bear its own attorney's fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

27. Lock Residence addresses are;

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

RESIDENT

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

Print Name

Date

Signature

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: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. 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 for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a(n) **project** 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’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Matthew Forhan, Project Manager

CONTRACT NUMBER: 37839

CONTRACT TITLE: Lock Tending Contract 2022-2025

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: _____
Matthew Forhan, District Project Manager

Acknowledged: _____ Date: _____
Amy Lucey, District Senior Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D - CONTRACTOR EMPLOYEES

I CONTRACTOR AS EMPLOYER

- A. Contractor certifies it is an independent contractor and that all persons providing services to the District pursuant to this Agreement and directly employed by Contractor (“Contractor Employees”) are Contractor’s employees. The Contractor Employee is not eligible for any benefit programs the District offers to its employees. All benefits available to the Contractor Employee shall be exclusively provided by Contractor and/or the Contractor Employee. Contractor acknowledges that the contract price reflects the cost to the contractor of those benefits including health care coverage that meets the minimum standards of the Patient Protection and Affordable Health Care Act (ACA). Contractor shall provide all billing and collection, payroll services and tax withholding, and any other benefits, services, or administration for all Contractor Employees assigned to provide services to the District.
- B. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor retains the exclusive right to hire, fire, and discipline its employees. Contractor may perform services for others. Contractor is solely responsible for compliance with all labor, tax and health care laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure by Contractor to comply with such laws. Contractor’s duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to:
1. Providing the insurance coverage required pursuant to this Agreement. The District will neither make state or federal unemployment insurance contributions on behalf of Contractor Employees nor obtain workers compensation insurance for its employees.
 2. Offering health care coverage that meets the minimum standards of the ACA to all employees who perform services under this contract on District property, and indemnifying the District for all costs and penalties the District incurs related to Contractor’s failure to offer the required health care coverage.
 3. Paying all federal taxes whatsoever related to Contractor Employees in accordance with the requirements of federal law. The District will not withhold FICA (Social Security and Medicare taxes) or income taxes from Contractor’s payments or make FICA payments or income tax payments on behalf of Contractor Employees. Upon demand, Contractor shall provide the District with proof that any such taxes have been paid.
 4. Complying with the Florida Minimum Wage Act, §448.110, Fla. Stat., and the Fair Labor Standards Act, 29 U.S.C. §201, et seq., including payment of overtime in accordance with the requirements of said Act, for any Contractor Employees subject to said Act.
 5. Providing employee training for all functions necessary for performance of the Work except those functions that are unique to the District, in which event the District, in its sole judgment and discretion, may provide training in those functions.
 6. Providing office or other facilities, equipment, and materials necessary to the performance of the Work; provided, however, that the District may, in its sole judgment and discretion, provide such facilities, equipment and/or materials when necessary to facilitate the performance of this Agreement in an orderly and efficient manner.
 7. Verifying that all Contractor Employees are eligible to work in the United States as required by law, including completing and retaining for the requisite period of time the Employment Eligibility Verification forms (Form I-9).

- C. **Background Screens and Skill Tests:** Contractor warrants that all Contractor Employees performing services for the District have had background screens performed and that the screens do not reveal any convictions or pleas of nolo contendere for crimes reasonably related to the nature of the services provided to the District. Background screens must at a minimum include criminal history reports in all states of residence. Background screens must have been conducted within the last 12 months and must cover a period of at least seven years. Where required and necessary to complete the essential functions of an assignment, and as requested by the District and at Contractor's expense, Contractor shall assist in conducting skills tests.
- D. **Workplace Injury.** The District agrees to immediately notify Contractor of any on-the-job injury suffered by any Contractor Employee and further agrees to complete and provide Contractor all District injury or incident report forms. Contractor shall assume responsibility for worker's compensation claims management, claims filing and related procedures for all Contractor Employees.
- E. **Reasonable Accommodation.** Contractor is solely responsible for providing reasonable accommodation for Contractor Employees pursuant to applicable disability laws, including the Americans with Disabilities Act. Contractor agrees to indemnify the District for any cost incurred as a result of Contractor's failure to fulfill its obligation to provide reasonable accommodation, including a reasonable accommodation required by law made by the District after Contractor's failure to do so.
- F. **Use of District Vehicles.** Contractor shall provide a list of all Contractor Employees and a copy of a valid driver's license for each Contractor Employee who are required to, or may operate District-owned vehicles, watercraft or all-terrain vehicles. Contractor shall ensure that all Contractor Employees who are permitted to operate any type of District vehicle possess and maintain a valid State of Florida driver's license. Contractor shall submit a copy of each driver's license to the District before Contractor Employees operate District vehicles. Contractor shall check the motor vehicles records monthly for Contractor Employees and shall notify the District's Project Manager immediately, in writing, if the driver's license of any Contractor Employee is suspended or revoked. Before a Contractor Employee may operate a District watercraft or all-terrain vehicle, Contractor shall provide the District with evidence of the Contractor Employee's successful completion of an approved training course appropriate for the relevant equipment, such as a Coast Guard approved boater safety course. Contractor is responsible for all damage to District vehicles due to negligent care or operation of the vehicle by Contractor Employees.
1. **District Premises**
- (a) **Telephone Usage.** Contractor Employees may use the District's telephone system for personal phone calls so long as such usage does not materially interfere with the performance of their assignment or result in any long-distance or other charges to the District.
- (b) **Contractor Employee Ethics.** Contractor shall ensure that Contractor Employees do not use their assignment at the District to disclose to any person any information that is not otherwise available to the general public or obtain any material or other benefit for themselves or relatives, as defined in §112.312(21), Fla. Stat., other than the compensation they receive from Contractor.
- (c) **Drug-Free Workplace.** The District maintains a drug-free workplace pursuant to §440.102, Fla. Stat., and Rule 59-24.003, Fla. Admin. Code. Contractor is solely responsible for ensuring that Contractor Employees are drug-free in accordance with the aforesaid provisions, including conducting pre-assignment drug testing.
- (d) **Discrimination and Harassment**
- Contractor employees are responsible for assisting in the prevention of discrimination, harassment, sexually inappropriate behavior, and retaliation by:

1. Fostering a workplace free of discrimination, harassment, sexually inappropriate behavior and retaliation;
2. Refraining from participation in or the appearance of discrimination, harassment, sexually inappropriate behavior and retaliation;
3. Reporting all instances of such conduct to the District Project Manager; and
4. Discussing the complaint only with those individuals conducting an investigation.

(e) **Information Technology**

Information Technology is District property, and is, therefore, subject to all District Policies regarding the use of District property or equipment, and to review and monitoring to ensure appropriate use. If Contractor or its employees are given access to District information technology, Contractor will be required to acknowledge receipt and acceptance of the governing District policies.

(f) **Expectation of Privacy**

The District is a public agency that is subject to the requirements of the Florida Public Records Act, chapter 119, Fla. Stat., and Article I, Section 24, of the Florida Constitution. In addition, the District monitors the use of Information Technology to ensure compliance with District policies. Therefore, communications and other use of Information Technology are subject to monitoring by the District and disclosure under the Public Records Act. **Accordingly, users have no reasonable expectation of privacy in their use of any District information technology.**

II. **CONTRACTOR AS EMPLOYER, BEHAVIORAL STANDARDS**

- (a) **Workplace Behavior.** Contractor shall inform Contractor Employees of the District's standards for behavior in the workplace, as provided in Attachment F, containing the following District policies: (1) District Administrative Directive 510, Employment Compliance, Section (6) Tobacco-Free Workplace Program and Section (7) Prevention of Discrimination, Harassment, Sexually Inappropriate Behavior and Retaliation; and (2) Administrative Directive 610, Information Technology. In addition, Contractor Employees must comply with generally accepted standards of workplace behavior, including avoiding the use of District equipment for personal benefit. Contractor must ensure that Contractor Employees comply with the District's standards. If the District determines, in its sole judgment and discretion, that a Contractor Employee has failed to comply with these standards the District may request that the Contractor Employee be removed from the assignment. Contractor is solely responsible for ensuring that Contractor Employees are advised of the policies contained in Attachment F and the other standards of Contractor Employee behavior provided for herein.
- (b) **Telephone Usage.** Contractor Employees may use the District's telephone system for personal phone calls so long as such usage does not materially interfere with the performance of their assignment or result in any long-distance or other charges to the District. If Contractor Employees are required to use their personal cell phones for District business, they shall submit a request for reimbursement to Contractor. Contractor shall aggregate all such reimbursement requests and include them with its monthly billing statement, along with appropriate documentation. Contractor shall be responsible for reimbursing Contractor Employees. The District may assign a Contractor Employee a District cell phone when necessary for the assignment of the Contractor Employee.

- (c) **Contractor Employee Ethics.** Contractor shall ensure that Contractor Employees do not use their assignment at the District to disclose to any person any information that is not otherwise available to the general public or obtain any material or other benefit for themselves or relatives, as defined in section 112.312(21), Fla. Stat., other than the compensation they receive from Contractor.
- (d) **Drug-Free Workplace.** The District maintains a drug-free workplace pursuant to section 440.101 and 440.102, Fla. Stat., and Rule 59-24.003, Florida Administrative Code. Contractor is solely responsible for ensuring that Contractor Employees are drug-free in accordance with the aforesaid provisions, including conducting pre-assignment drug testing. The District shall advise Contractor of the positions for which drug testing is required prior to assignment at the District.

ATTACHMENT E – CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT FORM

I hereby acknowledge that I am an employee of:

_____ (hereafter “Contractor”)
(Name of Contractor)

and that I am not an employee of the St. Johns River Water Management District (“District”). My salary and benefits are provided exclusively by Contractor. This includes, but is not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, disability insurance, workers’ compensation insurance, and unemployment insurance.

I further acknowledge that I have reviewed the following District policies:

- (1) Policy No. 2004-01, Prevention of Discrimination, Harassment, Sexually Inappropriate Behavior and Retaliation
- (2) Policy No. 85-02, Designation of Smoking and Non-smoking areas
- (3) Policy No. 96-01, Acceptable Usage of Information Technology.

I understand that I must comply with generally accepted standards of workplace behavior, including avoiding personal use of District equipment, and that I am responsible for ensuring that I keep accurate records of the time that I have expended on my District assignment.

(Contractor employee sign here)

(print name)

(date of signature)

**ATTACHMENT F – ADMINISTRATIVE DIRECTIVE 510, EMPLOYMENT COMPLIANCE
SECTIONS (6) TOBACCO-FREE WORKPLACE PROGRAM AND
(7) PREVENTION OF DISCRIMINATION, HARRASSMENT, SEXUALLY
INAPPROPRIATE BEAHVIOR AND RETALLIATION;
AND
ADMINISTRATIVE DIRECTIVE 610, INFORMATION TECHNOLOGY**

(2) TOBACCO-FREE WORKPLACE PROGRAM.

(A) Program Purpose.

The purpose of this program is to provide a healthy and productive work environment and to promote the health and wellbeing of District employees.

(B) Definitions.

District vehicle – A vehicle owned, leased, or rented by the District, including, without limitation, any of the following: automobiles, vans, trucks, sport utility vehicles, commercial motor vehicles, vessels (motorized and non-motorized), electric or gas

powered carts, special use vehicles or equipment designed to be used off paved roads or improved dirt roads, tracked vehicles, all-terrain vehicles, and construction equipment.

District workplace – Any of the physical structures and associated grounds owned or leased by the District at the District’s Palatka headquarters or any service center or field station. District workplaces include parking lots, doorways, and walkways.

Tobacco use – The personal use of any tobacco product, whether intended to be lit or not, including: smoking and the use of cigarettes, herbal cigarettes, e-cigarettes, vaporizers, cigars, pipes, smokeless tobacco, chewing tobacco, snuff, and any similar device. The personal use of nicotine patches, gum, or lozenges is not considered tobacco use.

(C) Tobacco Use Prohibited.

1. At all times, tobacco use is prohibited at District workplaces and in all District vehicles, including those vehicles with open cabins or seats.
2. During work hours, District employees are prohibited from using tobacco regardless of physical location. This prohibition extends to paid breaks and time spent traveling in a private vehicle on District business. This prohibition does not extend to unpaid breaks, such as a lunch break, or paid leave, if the employee spends the time away from a District workplace. “Work hours” are any time for which the employee is receiving compensation, except for paid leave, paid District holidays, and paid on-call time. However, if an employee is called into work, he or she is prohibited from using tobacco during the time he or she is working.

(D) Notification.

All District employees and applicants for District employment will be provided with notice of this directive. Additionally, the District will post signage at District workplaces providing notice of this program.

(E) Enforcement.

1. Employee Obligations.

An employee who believes he or she observed a violation of the prohibitions in this section by another employee must report the violation to any supervisor.

2. Supervisor Obligations.

- a. Supervisors are responsible for ensuring that employees under their direction are aware of and comply with this directive. This includes counseling and

recommendations for disciplinary action, as appropriate, in the event of a violation of the prohibitions in this section.

- b. When a supervisor directly observes a violation of this section or receives a report of possible violation by an employee who is not within his or her chain of command, the supervisor will notify any supervisor in the employee's chain of command.

- 3. Violations of these prohibitions may subject an employee to disciplinary action.

(3) PREVENTION OF DISCRIMINATION, HARASSMENT, SEXUALLY INAPPROPRIATE BEHAVIOR AND RETALIATION.

(A) Nondiscrimination Statement.

The St. Johns River Water Management District is an equal opportunity employer and does not tolerate discrimination or harassment with regard to race, color, religion, sex, pregnancy, national origin, age, handicap, marital status, or any other criteria prohibited by Federal or State anti-discrimination laws. The District does not tolerate sexually inappropriate behavior in any form.

The District prohibits discrimination and harassment in recruitment, hiring, promotion, compensation, layoff, leave, training, termination or any other terms or conditions of employment in accordance with Federal and State law. Reasonable accommodation will also be provided to persons with disabilities. Persons requiring an accommodation should contact their manager or the Human Resource office. The District is also committed to providing a work environment free of retaliation.

(B) Scope and Purpose.

This section applies to conduct by District employees, Governing Board members, and individuals not employed by the District but who interact with the District. The purpose of this section is to explain what constitutes discrimination and harassment, including sexually inappropriate behavior, provide the elements of the complaint procedure and outline the responsibilities of management, supervisors and employees.

(C) Definitions.

Complainant – The individual who makes a complaint under this section.

Discrimination – The unequal and illegal treatment of a person or group based upon one's protected class. Discrimination may include harassment or a failure to provide a reasonable accommodation as requested for a disability or religious practice.

Harassment – Unwelcome, discriminatory conduct, including sexual harassment as defined below, based upon one’s protected category, that is sufficiently frequent or severe enough to create a hostile work environment and/or result in a tangible employment action.

Protected Class – One’s race, color, religion, sex, pregnancy, national origin, age, handicap, marital status, or any other class identified for protection by Florida or federal laws.

Respondent – The individual(s) identified by a complainant as having committed an alleged act of discrimination, harassment, sexually inappropriate behavior, or retaliation.

Retaliation – Conduct causing interference, coercion, restraint or reprisal against an individual for making a good faith complaint of, or opposing acts of discrimination, harassment or sexually inappropriate behavior, or for participating in an investigation, proceeding or hearing concerning such a complaint.

Sexual Harassment – Unwelcome sexual advances, requests for sexual favors, and/or other physical, verbal or visual conduct based on gender when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis of an employment decision; or (3) the conduct unreasonably interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

Sexually Inappropriate Behavior – Unwelcome or offensive conduct or communication of a sexual nature including, but not limited to: sexual advances, flirtations, or propositions, requests for sexual favors or interaction, verbal abuse, teasing or joking of a sexual nature, comments about an individual’s sexual interests or activities, displays of sexually suggestive objects, pictures, posters or reading material, physical contact, physical aggression, intimidation, hostility or threats, even if not sexual in nature or content, made because of one’s gender.

(D) Complaint and Review Process

1. Filing of Complaint

- a. Individuals who experience or become aware of discrimination, harassment, sexually inappropriate behavior, or retaliation must promptly make a complaint with his/her supervisor (or any other manager within his or her chain of command), or the Human Resources Director or other human resources staff. If submitted to a supervisor, the supervisor must forward the complaint to the Human Resources Director.

- b. Complaints may be made orally or in writing.

2. Review of Complaint

- a. Upon receipt of the complaint, the Human Resources Director will initiate a review. The complainant, respondent and any other individuals who may have knowledge of the incident(s) described in the complaint may be interviewed as part of the review.
- b. The Office of General Counsel will be consulted on all complaints and may participate in the review of alleged discriminatory or harassing acts. The Office of General Counsel represents the interests of the District and does not represent individual employees in these investigations.
- c. During a complaint review, witnesses, including the complainant, the respondent, and any other District employees who are interviewed must cooperate and answer questions truthfully. Refusal to participate and cooperate, intentionally providing false information or omitting material fact(s) can lead to disciplinary action.
- d. The District may take action to avoid further disruption to the affected individuals or work area during a complaint review. Such action may include change in work assignments or transfer of work location of the respondent or other measures as deemed appropriate.
- e. At the conclusion of the review, the Office of Human Resources will prepare a report of the allegations, findings and, if appropriate, any recommendations. The complainant will also be notified of the resolution of the complaint.
- f. Employees found to have engaged in discrimination, harassment or retaliation may be subject to disciplinary action in accordance with Directive 515, Disciplinary Action.

(E) Responsibilities of Management, Supervisors and Employees.

- 1. All District management and supervisors are responsible for ensuring compliance with this section, including following the complaint and review process outlined above. Management and supervisor responsibilities include:
 - a. Fostering a workplace free of discrimination, harassment, sexually inappropriate behavior and retaliation;

- b. Monitoring the work area for evidence of such conduct;
 - c. Coordinating with the Office of Human Resources regarding requests for reasonable accommodation.
 - d. Refraining from participation in or the appearance of discrimination, harassment, sexually inappropriate behavior and retaliation;
 - e. Reporting all instances and complaints of such conduct to the Office of Human Resources; and
 - f. Refraining from engaging in conduct that could adversely impact the integrity of the complaint review.
2. Each employee is responsible for assisting in the prevention of discrimination, harassment, sexually inappropriate behavior, and retaliation by
- a. Fostering a workplace free of discrimination, harassment, sexually inappropriate behavior and retaliation;
 - b. Refraining from participation in or the appearance of discrimination, harassment, sexually inappropriate behavior and retaliation;
 - c. Reporting all instances of such conduct to a supervisor, the Human Resources Director, or other human resources staff; and
 - d. Refraining from engaging in conduct that could adversely impact the integrity of the review process.

(F) Confidentiality.

To the extent possible, the District will make reasonable efforts to conduct all proceedings related to this section in a manner that will protect the confidentiality and privacy of all involved parties. Only individuals with a specific need to know information will be involved in the complaint review process.

All individuals who participate in any manner in a review of complaints discrimination, harassment, sexually inappropriate behavior or retaliation will treat the matter with discretion and respect for the reputation of all parties involved. Failure to do so may result in disciplinary action.

(G) Public Records.

Documents created as a result of a report of discrimination, harassment, sexually inappropriate behavior or retaliation are subject to public records disclosure in limited circumstances, as provided in Section 119.07, Florida Statutes. Any documents required to be retained will be stored in a secure location for the appropriate retention period and will be available only upon requests that comply with the Public Records Act. Certain Florida statutory exemptions or federal law may prevent disclosure.

District employees who provide documents pursuant to a public records request will contact the Office of General Counsel prior to disclosure.

(H) Employee Awareness Training.

All District employees are required to attend one or more training sessions provided by the District on the prevention of discrimination, harassment, sexually inappropriate behavior and retaliation.

(8) Disruptive Behavior and Violence

The District is committed to working with its employees to maintain a safe work environment free from threats of violence, harassment, intimidation, and other disruptive behavior. The "workplace" includes all district office locations, all district-owned properties, and any location where District business is being conducted.

Violence, threats, harassment, intimidation, and other disruptive behavior will not be tolerated; that is, all reports of incidents will be taken seriously and will be dealt with appropriately. Violent behavior can include oral or written statements, gestures, or expressions that communicate a threat. Disruptive behavior is either consistent or egregious behavior on the part of another that creates an environment in which the employee feels uncomfortable, threatened, or unable to perform their work to the best of their ability.

To effectively implement this Directive, all employees (including managers and supervisors) are responsible for:

- a. Interacting responsibly with others (i.e., employees, supervisors, public) and being cognizant of situations that have the potential to produce violent or disruptive behaviors.
- b. Cooperating fully in workplace safety investigations.
- c. Not ignoring violent, threatening, harassing, intimidating, or other disruptive behavior and promptly report incidents or threats to their supervisor or manager.
- d. (Supervisors and Managers) Seeking the advice from the Human Relations Office for investigating reported incidents and initiating appropriate actions.

ADMINISTRATIVE DIRECTIVE 610

Administrative Directive

Information Technology

Number: 610 (f/k/a 96-01, 2013-03)

(1) Purpose

To set forth standards for use of the District's Information Technology. The Chief Information Officer may establish additional controls when necessary to ensure the integrity of the District's information technology resources. District employees, volunteers, and contingent workers shall adhere to this policy.

(2) Definitions

- (a) Chief Information Officer – the Director of the Office of Information Technology shall serve as the District's Chief Information Officer.
- (b) District-Issued Equipment – District-issued equipment includes, but is not limited to, computer hardware, software, network, facsimile machines, tablets, and voice devices.
- (c) Information Technology – Information Technology includes, but is not limited to, District-issued equipment, personal wireless devices, voice services, cellular communication services, e-mail, instant messaging, text messaging, and accessing the Internet via District-issued equipment or the District data network.
- (d) Instant Message – real-time communication between two or more people based on typed text and conveyed via devices connected to a network, such as the Internet.
- (e) Text Message – electronic text communication sent or received by a voice device; including without limitation messages sent or received using a short message service (“SMS”) or multimedia messaging service (“MMS”).
- (f) Voice Device – any equipment, other than a facsimile machine, used for voice services, including, but not limited to, telephones, mobile phones, smart phones, radio, and mobile data handheld devices.
- (g) Personal Wireless Device - A voice device that is owned by the employee and is either a non-contractual prepaid smart phone or a cellular smart phone that requires cellular communication services, which is paid by the employee.
- (h) Voice Service – Voice service is any telecommunication service over a District-provided voice network, excluding text messaging or instant messaging. Voice service includes, without limitation, telecommunication services through a traditional landline phone system, a voice over internet protocol phone system, or cellular communication services.
- (i) Cellular Communication Services: Cellular voice, text, and data services.
- (j) Stipend: A regular payment to an eligible employee to offset the cost of maintaining cellular communication services.
- (k) Social Media – Any cell phone or internet-based tools or applications that are used to share and distribute information, including but not limited to Facebook, Twitter, YouTube, and blogs.

(3) District Property

Information Technology is District property, and is, therefore, subject to all requirements regarding the use of District property or equipment, and to review and monitoring to ensure appropriate use.

(4) Use of Information Technology

(a) Archiving. The following records are archived pursuant to the Public Records Act (Chapter 119, Fla. Stat.) as stated below.

1. E-mail. E-mail that contains information regarding the performance of official District business shall be archived and made available for review according to Florida law. E-mail that does not contain information regarding the performance of official District business shall not be archived unless the Chief Information Officer determines that archiving is necessary for the District's internal controls.
2. Instant messaging. Archiving is determined by the Chief Information Officer based on the applications capabilities. For example, messages sent via Microsoft Skype are not archived while chats communicated in Microsoft Teams are archived.
3. Text messaging. Text messages are not archived.
4. Voice mail. Recorded voice mail, both digital and analog, is not archived.
5. Voice service records. Billing records for voice services and text messaging shall be archived.

(b) Appropriate Use of Information Technology

1. District-issued Equipment.
 - a. District-issued equipment shall be used by assigned individuals only for the purpose of conducting official District business or activities explicitly authorized.
 - b. All District-issued equipment shall be safeguarded against physical harm.
 - c. Media (portable storage devices, CDs, DVDs, floppy diskettes, and tapes) shall be protected from destruction.
 - d. Damaged, stolen, lost, or misplaced equipment shall be reported to the Help Desk immediately.
2. District Services.
 - a. E-mail, instant messaging, text messaging, voice services, and access to the Internet via District-issued equipment or the District data network shall be used only in the performance of District business or activities explicitly allowed by District policy and directives; provided, however, that certain services may be used for limited personal use, as described in Section (6)(a), so long as the individual does not engage in any unauthorized uses, as described in Section (5)(c).

- b. Individuals using Information Technology for official business shall identify themselves honestly, accurately, and completely, including their affiliation with the District. District emails shall include an email signature as prescribed by the Office of Communications.
- c. Composing, sending, posting or reading e-mail, text-messages, or other content while operating a District vehicle or other equipment, or a private vehicle on official business, is strictly prohibited.
- d. While operating a District vehicle or other equipment, or a private vehicle on official business, individuals shall use only hands-free technology, when making or receiving phone calls.
- e. Instant messaging and text messaging, which is not archived, shall be used only to communicate short transitory messages, and not to perpetuate or formalize a conversation. That is, these messages shall be used to communicate information of short-term value. Examples of transitory messages include, but are not limited to, communications confirming or changing scheduled meetings or appointments; telephone messages; or confirming employee location or status. Instant and text messages that are not archived shall not be used to formulate or perpetuate knowledge, set policy, establish guidelines or procedures, certify a transaction, or become a receipt.
- f. All traffic traversing the District's voice or data networks is subject to monitoring and inspection.

3. Computer and Network User Accounts

- a. A user account is issued by the Office of Information Technology for use only by the individual to whom it is issued.
- b. Individual passwords are used to confirm the identity of users of District accounts. Individual passwords shall be held confidential and, therefore, shall not be shared with anyone, including supervisors and Office of Information Technology staff. However, the confidential nature of passwords shall not create a reasonable expectation of privacy in user accounts.

(c) Unauthorized Use of Information Technology

- 1. The following uses of Information Technology are prohibited:
 - a. Gaining or attempting to gain unauthorized access to remote computers or networks;
 - b. Granting unauthorized individuals access to District resources;
 - c. Deliberately performing an act that will adversely impact the operation of District-issued equipment or the District's networks;
 - d. Connecting non-District equipment to the District network (including the following without limitation: hubs, switches, wireless access points, personal computers, or other equipment) in a manner that circumvents agency network security protocols;
 - e. Downloading of copyrighted materials without the consent of the owner of the copyright, including, but not limited to, software, documents and images;
 - f. Downloading material, the possession or publication of which would violate either District policy or local, state, or federal laws;

- g. Violation of local, state, or federal laws. The District will assist law enforcement in any investigation thereof;
 - h. Hiding one's identity or falsely identifying oneself as another user;
 - i. Intentionally downloading or propagating computer viruses, worms, or other malicious software;
 - j. Displaying, sharing, communicating, or transferring information that is threatening, abusive, obscene or offensive, or any material or communication that creates an atmosphere or situation that detracts from any employee completing his or her job duties, regardless of intent;
 - k. Participating in on-line gaming;
 - l. Participating in on-line gambling;
 - m. Using or providing the District e-mail address to any person or entity to facilitate receipt of personal goods, services, billing statements, or billing information;
 - n. Using Information Technology for a personal, income-producing business;
 - o. Using Information Technology for any activity in violation of District policy;
 - p. Using Information Technology for any personal use, other than as explicitly authorized in Section (5);
 - q. Using Information Technology to circumvent the requirements of the Public Records Act.
 - r. Installation or use of software that is not listed on the District's approved software list and authorized by the Office of Information Technology for the performance of District business, including the use of software on personal devices.
2. Unauthorized use of Information Technology shall be subject to disciplinary action as described in Administrative Directive 515.

(5) Authorized Personal Use of Information Technology

- (a) Limited personal use of Information Technology is authorized so long as the individual does not engage in any of the unauthorized uses, as described in Section (4)(c) and such use that does not interfere with the ability of the employee or other employees to perform assigned job duties.
- (b) As with any Information Technology, the District may monitor use of those services and equipment that may be used for limited personal use to ensure compliance with District policies. Such monitoring may include, but is not limited to, random audits conducted on a regular basis to determine whether personal use of District Issued Equipment is more than incidental.

(6) Social Media

- (a) Except for designated employees in the District's Office of Communications, District staff may not post anything on the internet (including on Social Media sites) on behalf of the District, or in a manner that could reasonably be attributed to the District, without prior written authorization from the Communications Manager. When posting any personal comments directly or indirectly related to the District, if you identify yourself as a District employee, you must indicate that the comments

expressed are your own and do not necessarily reflect the opinion of the District. Additionally, employees intending to share information with the public about a District-related activity or service should first coordinate with the Office of Communications. This includes but is not limited to responses to questions posed by the public on District or other public sites.

(7) Eligibility for Cellular Communication Services

- (a) The employee's office or division director must certify an employee's eligibility. The employee must have a business need for the wireless device based on the following criteria:
 - 1. The employee's job function requires that he or she have access to information technology systems both in and out of their assigned office; or
 - 2. The employee's job function requires that he or she be accessible outside of the scheduled or normal working hours; or
 - 3. The employee's job function includes emergency operations; or
 - 4. The use of a wireless device renders the employee more productive or effective.

(8) Eligibility for Cellular Stipend

- (a) The employee must be eligible for a Cellular Communication Services, per section (7) and the employee must agree in writing to comply, and remain in continuous compliance, with the provisions of this directive by completing and signing the Personal Communication Services Agreement.
- (b) The Personal Communication Services Agreement shall be routed through the employee's supervisor to his or her office or bureau director to initiate, update, or terminate the stipend. If an employee receiving the stipend transfers to another office or bureau, the new director must notify the Office of Information Technology that he or she supports continuance of the stipend. If an office or bureau director determines an employee no longer has a business need for a wireless device, the employee's stipend will cease. If the employee terminates the wireless contract at any point, he or she must notify his or her supervisor within five business days, at which time the stipend will be terminated.
- (c) The employee must maintain an active smart phone voice and data plan for the duration of the stipend. The voice and data plan must provide effective coverage in the locations where the employee performs most of his or her work. The employee must inform their supervisor on the next business day if his or her wireless device plan is terminated or the personal wireless device is lost, stolen, or inoperable for more than a week. Stipends will be immediately terminated whenever an employee receiving a cellular services stipend terminates employment.
- (d) The employee's personal wireless device must be configured to be compatible with Microsoft 365.

(9) Employee Stipend Responsibilities.

- (a) The stipend is intended to cover reasonable and appropriate business use and is not intended to cover the full cost of the personal wireless device or service.
- (b) All costs related to the purchase and usage of a personal wireless device are the responsibility of the employee. These costs include, but are not limited to, shipping, taxes, insurance, maintenance,

accessories, third party software, overages and device upgrades or replacements. All costs related to the purchase and usage of the personal wireless device are solely the responsibility of the employee. Lapses in payments, problems with service, termination or setup fees, or lost devices will not involve, or be the responsibility of, the District.

- (c) The employee is solely responsible for the appropriate and legal use of his or her wireless device. The employee is required to keep the device in working order. Use of the device in any manner contrary to local, state, or federal laws may constitute misuse, and may result in immediate termination of the cellular service stipend and be subject to disciplinary action.
- (d) The stipend is not part of an employee's base salary and will not be used in the calculation of retirement benefits. To the extent the stipend is taxable, the District will report the amount annually on an employee's W-2.

(10) Stipend Amount. The stipend amounts will be uniform and based on the District's avoided costs and other comparable stipend programs. The stipend amount will be reviewed annually.

(11) Privacy.

(a) The District is a public agency that is subject to the requirements of the Florida Public Records Act, Chapter 119, Fla. Stat., and Article I, Section 24, of the Florida Constitution. In addition, the District monitors the use of Information Technology to ensure compliance with District policies and directives. Therefore, employee communications and other use of Information Technology are subject to monitoring by the District and disclosure under the Public Records Act. **ACCORDINGLY, DISTRICT EMPLOYEES AND ANYONE USING DISTRICT INFORMATION TECHNOLOGY HAVE NO REASONABLE EXPECTATION OF PRIVACY IN THEIR USE OF ANY INFORMATION TECHNOLOGY.**

(b) Personal phone numbers of devices associated with the monthly stipends, unless confidential pursuant to Florida Law, are public records and will be included in the District's phone directory.

(12) Remote Wiping of Data. The District reserves the right to conduct a remote data wipe of a device if this action is determined to be in the best interest of the District by the Chief Information Officer. At the request of the employee, a remote data wipe may be performed on a personal wireless device.

History—New 01/11/96. Revised 05/14/97, 07/11/06 ED, 12/11/06 ED, 11/01/09 ED, 12/07/10 ED, 07/18/12 ED, adopted 07/24/13, Revised and Renumbered from Policy 96-01 09/25/17 ED, 12/11 /17, Revised to incorporate 2013-03, 4/13/21.