

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Drainage Retention Area Mowing Agreement entered into on March 24, 2020, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Top Quality Lawn Maintenance, LLC**, whose address is 509 Bahia Drive, Ocala, FL 34472; possessing FEIN **37-1699878**, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the Parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. In accordance with Project 20B-102, this Amendment shall be deemed to amend and become part of the Agreement between Parties comprised of that certain contract approved by the Board of County Commissioners on March 24, 2020, (the "Original Contract") as amended by the First Amendment approved by the Board of County Commissioners on February 1, 2022, the "First Amendment", collectively, the "Agreement." All provisions of the Agreement specifically not amended herein shall remain in full force and effect.
2. In accordance with Section 4 of the Original Contract, the Parties hereby execute the second of five (5) one (1) year renewals of the Agreement, effective April 1, 2023 and ending March 31, 2024.
3. Section 4 of the Original Contract is amended to delete "Pursuant to F.S. 486.129(I)(J)."
4. Section 5 of the Original Contract is amended to delete Exhibit A, Scope of Work, in its entirety and replace it with the attached Exhibit A-1, which serves to delete Section 16, DIESEL FUEL PRICE ADJUSTMENT therein. The Parties agree that CONTRACTOR is to perform its services for Contract Area VII only.
5. Section 6 of the Original Contract is amended solely to:
 - A. Modify the Agreement Price to \$19,340.37 per cycle or \$96,701.85 for five (5) cycles;
 - B. Delete the sentence: "There shall be no provisions for pricing adjustments during the Term except for diesel fuel pricing as provided in the Scope of Work, Exhibit A"; and
 - C. Delete the table set forth therein and replace it with the table set forth below, which serves to provide an 8% increase to the price per acre.

Contract Area	# DRAs	Mow Acreage	Cycles Per Year	Unit Price Per Acre	Price per Cycle (Mow Acreage * Unit Price)	Actual Total Contract Area – (Price per Cycle * 5 Cycles)
VII	253	341.1	5	\$56.70	\$19,340.37	\$96,701.85

5. **Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the Parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: tmoney33@yahoo.com and N/A . Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

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IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

Gregory C. Harrell 03/21/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Craig Curry 03/21/2023
CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: March 21, 2023
20B-102-CA-02 Drainage Retention Area Mowing

Matthew G. Minter 3/31/2023
FOR MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

John Jones
SIGNATURE
John Jones
PRINTED NAME

TOP QUALITY LAWN MAINTENANCE, LLC

Terrence Isaac 3/23/23
BY: DATE
Terrence ISAAC
PRINTED:
OWNER
ITS: (TITLE)

WITNESS:

Suanifa Isaac
SIGNATURE
Suanifa Isaac
PRINTED NAME

EXHIBIT A-1

Drainage Retention Area Mowing

For Marion County
Stormwater Program

SCOPE OF WORK

DESCRIPTION

The work consists of routine mowing of DRAs, drainage right-of-ways (DROWs), adjacent road right-of-ways (ROWs), and conveyance swales within drainage easements where identified. The work includes **trimming around structures such as pipe ends, discharge structures, signs, trees, and along fence lines, as well as, difficult areas that may require the use of specialized equipment.** Hand labor may be required to perform the specified work in certain areas or during certain times.

The CONTRACTOR shall furnish a bid price per acre and a list of the equipment and personnel to be utilized for the duration of the contract. A five (5) % Bid Bond is required with the bid submittal.

The DRA mowing is county-wide. This work is grouped by Contract Areas. An overall map depicting the Contract Areas and maps showing the individual Contract Areas are provided. If multiple areas are awarded to the same CONTRACTOR, Contractor is still responsible for completing each area within the 40-day cycle period. The intent is for areas to be completed within a routine pattern. There will normally be five (5) cycles per mowing season. **Contract award will be probationary for the first mow cycle. The County will determine if the cycle is completed on schedule and according to specifications to determine award of the full contract. If conditions are not met, award will be made to the second low bidder for the Contract Area.**

QUALITY OF WORK AND MATERIAL REQUIREMENTS

All work and materials provided pursuant to this contract shall be in accordance with the Scope of Work, and where applicable, the Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, A Guide for Roadside Vegetation Management 2012 edition, and FDOT Design Standards, latest edition.

CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall furnish all labor, equipment, fuel, materials and incidentals to perform all operations necessary to complete this work in accordance with the Contract and any applicable drawings.

BID 20B-102

Drainage Retention Area Mowing

For Marion County
Stormwater Program

MOWING SPECIFICATIONS

1. GENERAL REQUIREMENTS

- 1.1. CONTRACTOR'S bid shall include a list of all equipment and personnel that will be used on the project.
- 1.2. The CONTRACTOR shall furnish the County, or authorized representative, with a list of all SUBCONTRACTORS performing work on this contract. Subcontractors may not perform 50% or more of the Work on the Contractor's behalf; Contractor shall self-perform a minimum of 51% of the work using own hired staff/equipment/forces.

2. DESCRIPTION OF DRA MOWING AREAS

- 2.1. The mowing activity encompasses all areas of the drainage retention area including all slopes, pond bottoms, various width conveyance swales, unconstructed areas of the DRA parcel, and similar areas. Occasionally, steeper slopes may be encountered which require the use of specialized equipment such as a slope mower. The lack of specialized equipment does not relieve the Contractor from mowing those areas. It is the responsibility of the CONTRACTOR to inspect the mowing conditions and determine which type of equipment is necessary, prior to submitting a bid.
- 2.2. The proposed bid pricing shall include the mowing of road right-of-ways (ROWS) adjacent to the DRA in the per acre price. The road ROW is described as the area between the pond's property line and the edge of pavement and may vary in width from ± 5 feet to ± 30 feet. The ROW area acreage is considered incidental and is not included in the mowing acreage but should be considered when submitting DRA per acre price schedules.
- 2.3. The area and limits of mowing are the platted, mapped limits of the DRA parcels, DROWS and drainage easements. The acreage for each Contract Area is listed in the table below and the DRA locations are marked on the maps included. The County plats are available to view at the Office of the County Engineer or the County Property Appraiser's Office. The CONTRACTOR shall complete mowing activity up to the limits owned or controlled by the County (including road ROW) and around existing appurtenances located within the pond sites as directed by the Project Manager. Drainage easements may not always be mapped, but are to be mowed if they are utilized as a ingress/egress to the DRA and are considered incidental.

- 2.4. Any discrepancies or disagreements concerning the quantity or limits of mowing shall be mutually resolved prior to beginning work in any area.
- 2.5. If in the CONTRACTOR's opinion a DRA cannot be mowed, they must contact the Project Manager prior to mowing/trimming the adjacent right-of-way. If the County agrees, the County reserves the right to direct the CONTRACTOR to skip a location on a case by case basis and deduct payment as referenced in Section 12.1. If the County doesn't agree, refer to Section 12.1.
- 2.6. The County will on occasion accept or initiate maintenance in a DRA that may require a non-routine, first-time mowing event. The CONTRACTOR will be required to mow the DRA if it is in the Contract Area, but it may be at an alternative price for the first mow to get the site in condition for routine mowing. This work will be negotiated per site. New sites will be added to the contract annually via amendment.

3. FREQUENCY OF MOWING

- 3.1. The mow cycles will normally be performed during April through November. A cycle is defined as a completed round of mowing with a duration of no more than 40 calendar days. The 40 day duration includes all the DRAs in the area(s) awarded to a Contractor from the DRA listing and shown on the maps included.
- 3.2. Each cycle must be complete before starting a new cycle. Cycle dates may vary depending on weather conditions and upon approval of the County. The County may grant time extensions to the contractor for inclement weather (rain measured at greater than .50 inches in a 24/hr period that affects the ability to perform work) or unforeseen circumstances, when timely notice is provided by the contractor. In the event that these time extensions affect the scheduled start date of a subsequent cycle period, time extensions shall be added to the cycle period affected on a day for day basis. Upon completion of a cycle, the County may authorize the Contractor to start the next cycle prior to the scheduled cycle dates. In the event that a cycle is authorized by the County to start early, subsequent cycle start dates shall remain the same, unless agreed upon by both the Contractor and County.
- 3.3. Subsequent mowing cycles shall continue using the same route for each cycle so citizens can become accustomed to the established pattern and timeframes.
- 3.4. The CONTRACTOR shall complete each mow cycle for the DRAs based on the schedule presented in Table 1 below (*schedule dates may be adjusted as needed by the County*):

Table 1 DRA MOW SCHEDULE

Contract Area	# DRAs**	Total Routine Acreage**	# Days in Mow Cycle	Calendar Cycle Start Dates Are as Follows:
II	278	269.6	40	April 1, May 18, July 4, August 20 & October 06
IV	120	146.3	40	April 1, May 18, July 4, August 20 & October 06
V	647	425.6	40	April 1, May 18, July 4, August 20 & October 06
VI	283	426.9	40	April 1, May 18, July 4, August 20 & October 06
VII	253	340.7	40	April 1, May 18, July 4, August 20 & October 06

** The County reserves the right to change mowing acres/quantities at the same unit price during the term, based on budget allowance and/or need.

NOTE: The intent is for the contract to begin on April 01, 2020.

- 3.5. The CONTRACTOR shall not begin any cutting cycle until authorized by the OCE in writing (NOTICE TO PROCEED or NTP). A purchase order can represent the NTP.
- 3.6. The CONTRACTOR shall notify the Project Manager when a cycle is completed.
- 3.7. There will be (5) cycles per year for each DRA. Maps and DRA listing by Area follow this section.
- 3.8. A Bid Schedule has been provided for the CONTRACTOR's use. The Bid Schedule allows the CONTRACTOR to identify each Contract Area of interest, the unit pricing, and the total bid pricing.

4. EQUIPMENT

- 4.1. The CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.
- 4.2. All equipment will be inspected and approved by the County, or authorized representative, prior to final recommendation of contract. New equipment added during the term shall be inspected by the County, or authorized representative, prior to entering into service. If at any time, the County, or authorized representative, determines that any equipment is deficient in any way, the CONTRACTOR shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County, or authorized representative. Inspection and approval of the CONTRACTOR's equipment by the County, or authorized representative, shall not relieve the CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the operation of the

CONTRACTOR's equipment, nor will it relieve the CONTRACTOR of the responsibility to meet the established time for the completion of the mowing cycle.

- 4.3. Mowing equipment used by the CONTRACTOR shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of the cut is adjustable. Conditions of the site must be considered in the CONTRACTOR's selection of equipment. For example, if the equipment is too heavy and causes rutting, alternate equipment must be utilized. **Equipment which damages turf, curbs, pavement, structures, fences, and any other fixtures will not be allowed.**
- 4.4. Equipment required to satisfactorily complete the contract may require the use of trucks to haul off trash/debris; zero-turn mowers; tractors/batwing mowers; a bush hog; slope-mower; weed eaters – string and blade; chainsaws; equipment to trim fallen limbs; and personnel to complete the job. A supervisor must be within 30 minutes or 15 miles of the work area at all times.

5. METHOD OF OPERATION

- 5.1. The CONTRACTOR shall notify the Project Manager or authorized representative via telephone or email each morning by 9 a.m. to provide the location where the work will be accomplished that day.
- 5.2. The CONTRACTOR shall notify the Project Manager or authorized representative by 9 am daily via email with all locations that were completed on the day before and are ready for inspection.
- 5.3. Mowing can be performed seven (7) days per week during daylight hours starting after 8 a.m. and finishing one half hour before sunset.
- 5.4. A complete mow shall be considered mowing and hand trimming to the full extent of the DRA, DROW, ROW, or conveyance swale worked. Each mow cycle is to be completed in its entirety prior to beginning another cycle.
- 5.5. When work by County, including contract work, or weather conditions of a temporary nature prevent the CONTRACTOR from mowing, and such conditions are eliminated during the period designated for that mowing cycle, the County, or authorized representative, may require the CONTRACTOR to cut these areas as part of the cycle without additional compensation or penalty for exceeding the time allowed.
- 5.6. Grassed areas that are normally mowed which are saturated to the point where, in the opinion of the County, or authorized representative, equipment may not be used without damage to the turf, shall not be mowed when such conditions exist. The CONTRACTOR will exercise good judgment and not wait for the County, or authorized representative, to say an area is too wet to mow. These areas shall be mowed at subsequent times as determined by the County, or authorized representative, and could be during the current mow cycle. Woody and thick stock vegetation growth in areas too wet to mow during one cycle remain the Contractor's responsibility to mow down during subsequent mow cycles.

6. QUALITY

- 6.1. All grass and vegetation shall be cut down to a height of 4 to 6 inches, unless otherwise directed by the County, or authorized representative. The cut shall be uniform, with no streaks or scalping of the areas mowed.
- 6.2. Mowing areas of different widths shall be connected with smooth flowing transitions. The use of hand tools, such as grass trimmer, when used on slopes or around appurtenances shall comply with the 4 to 6 inches height requirement. Completed areas will be reviewed for quality and acceptance by the County, or authorized representative. Areas determined to be unsatisfactory by the County, or authorized representative, shall be re-mowed at no additional cost to the County. Areas requiring rework shall be completed within the mowing cycle time.
- 6.3. Mow Notes are provided for many of the DRAs and must be followed (see DRA Listing).
- 6.4. DRA fence gates are to be opened by hand to prevent damaging them (not pushed with a tractor or mower).

7. MAINTENANCE OF TRAFFIC

- 7.1. Maintenance of traffic shall be the responsibility of the CONTRACTOR. Roadway shall be kept accessible for local traffic and for emergency vehicles at all times and shall be left in a safe condition during non-working hours. All maintenance of traffic facilities, detours and devices shall be kept in good repair by the CONTRACTOR.
- 7.2. Traffic shall be maintained in accordance with the Florida Department of Transportation Roadway Traffic Design Standards, latest edition, Index 600 Series and applicable revisions.
- 7.3. Minimum traffic control standards shall conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- 7.4. No work shall be permitted during non-daylight hours.
- 7.5. All workers within the clear zone located in the Right-of-Way must wear 'High Visibility Clothing' the flagger's vest, shirt, or jacket shall be "orange" or "lime green" in color or a fluorescent version of that color meeting requirements of ANSI-ISEA 107-2010 standard class 2 or superseding standard.
- 7.6. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR's employees throughout the work area.
- 7.7. Maintenance of traffic compensation shall be included in the contract prices. No separate payment shall be made for maintenance of traffic, including a truck-mounted attenuator (TMA).

8. SAFETY

- 8.1. All safety equipment and lighting required by State, OSHA, ADA, or other Federal regulations must be provided. All safety devices shall be properly installed and maintained in good working order at all times. In addition, as a minimum, all mobile equipment used on the COUNTY right-of-way shall be equipped with a slow moving vehicle sign, amber flashing lights and white or amber strobe lights, and all safety devices installed by the manufacturer.

Notwithstanding any review by Marion COUNTY personnel, the CONTRACTOR shall be responsible for compliance with all relevant Federal, State, or other safety codes and requirements and for exercising appropriate practices to safeguard the public and employees working on this project.

9. HAZARDOUS MATERIALS

- 9.1. The Contractor is responsible for notifying the Project Manager of any hazardous materials used on the work site and providing him with a copy of the Safety Data Sheets (MSDS) as required by the Florida Right-to-Know Law, as applicable.
- 9.2. Any spillage of hazardous chemicals and/or wastes must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations, laws or statutes.
- 9.3. The CONTRACTOR shall not perform routine maintenance on equipment at any County location. Emergency maintenance must implement best management practices to prevent contamination of the DRA or any County ROW or property with spillage of hazardous chemicals and/or wastes. The CONTRACTOR must notify the Project Manager if any emergency situation occurs within 30 minutes of the event.

10. CLEAN UP

- 10.1. The CONTRACTOR shall exercise the necessary care to prevent any source of litter by the Contractors operation.
- 10.2. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.
- 10.3. Burning of rubbish on the pond sites shall not be permitted.
- 10.4. Removal of Litter and Vegetative Material

10.4.1 The CONTRACTOR shall be responsible for the pickup, removal and proper disposal from the DRA sites of any obstacle such as wood, tires, etc., that the mowing equipment cannot traverse. This shall be considered incidental to the scope and included in the contract pricing.

10.4.2 The CONTRACTOR shall be responsible to inspect and remove ALL trash **prior** to mowing, including the removal and proper disposal of any items such as bags of trash, bottles, tires, newspapers, magazines, large boxes, etc., and any other item that would be torn, ripped, or scattered by the mower and result in an objectionable appearance. Dumping of

trash onto adjacent parcels to preclude hauling of trash will be grounds for terminating the Contract.

10.4.3 The CONTRACTOR shall remove and properly dispose of fallen tree limbs, dead brush, small vegetative debris piles, etc., from the DRA at CONTRACTOR's expense.

10.4.4 The CONTRACTOR shall be responsible for cutting up and removing of fallen trees of up to 6-inches in diameter measured at 5-feet above the original base of the tree.

10.4.5 No grass cuttings, trash or debris shall be blown into streets or gutters. The CONTRACTOR is not required to remove grass cuttings from the mow event.

10.4.6 If CONTRACTOR encounters or finds large items (such as appliances, furniture, etc.), the CONTRACTOR shall notify the Project Manager immediately but is not responsible for removal of these types of items.

10.4.7 Dead trees or other large piles of vegetative debris that cannot be easily picked up should be noted and the CONTRACTOR shall notify the Project Manager of the location but is not responsible for removal of these items.

10.4.8 If excessive trash or vegetative debris exists in one DRA location in a volume of 2.5 cubic yards or more, the CONTRACTOR shall notify the Project Manager on the same day to allow the County to arrange removal at the County's expense.

10.4.9 Clean up of mowing area for each cycle of the project must be completed before that cycle will be authorized for payment.

10.4.10 The CONTRACTOR shall clean mowers and decks after mowing ponds that have Cogon, Johnson, and Torpedo Grasses, as well as, Tropical Soda Apple growing in them PRIOR to moving mowing equipment to the next pond. All are recognized by the State as an invasive species and it is imperative all measures be taken to prevent the spread of these invasive plants to uninfected areas.

11. DAMAGE

11.1. The CONTRACTOR shall be responsible for repair or restitution of damage caused as a result of the CONTRACTOR'S, or their SUBCONTRACTOR'S, operations and equipment. This includes damage to flumes, ditch blocks, skimmers, pipes, drains, landscaping items, fences, structures, turf (including rutting and scalping), curbs, pavement, and any other fixtures. Damages shall be either repaired or replaced by the CONTRACTOR, at his expense, in a manner prescribed by the County's representative, prior to any payment for that cycle. Payment equivalent to amount of the repair or restitution may be withheld until repair or restitution has been made to the satisfaction of the County.

11.2. CONTRACTOR will be contacted regarding damages found during the inspection of completed mow locations. If found to be at fault for the damages, the CONTRACTOR will have the ability to repair to the County's satisfaction or deduct the estimated cost of repair from the invoice.

12. CONTRACTOR PERFORMANCE

- 12.1. If a CONTRACTOR does not mow or rework a DRA, the County reserves the right to refer completion of that work to another CONTRACTOR. The CONTRACTOR who did not mow or complete the rework will not be paid for that work. Funding for payment of any difference in the cost shall be paid from the CONTRACTOR'S held retainage, deducted from CONTRACTOR'S contractual year end payment.

Liquidated damages will be charged for each calendar day a cycle is late or not completed in its entirety. The actual liquidated damage amount will be deducted from the invoice for the particular cycle that is late. If the County has previously approved a day for day extension for inclement weather or unforeseen circumstances per specification 3.2, that extension will be taken into consideration when determining if the cycle is considered to be late. The amount will be calculated by the following: cost of total area awarded for a cycle divided by 40 days without time extensions, multiplied by the number of days late. Example would be: Awarded area totals \$5000.00 per cycle divided by 40 days for the cycle, multiplied by 3 days for being late, would equal liquidated damages of \$375.00 which would automatically be deducted from the invoice, or $((\$5,000/40)*3)=\375 .

- 12.2. CONTRACTOR must perform work in such a manner that timely inspections by the County can be reasonably completed.

13. METHOD OF MEASUREMENT

- 13.1. Measurement of the number of measured acres mowed will be to the nearest tenth of an acre, completed, and accepted. Measured acres on invoices will be consistent with those accepted by the County inspector.

14. BASIS OF PAYMENT

- 14.1. The CONTRACTOR can request to be paid by the Contract Area at the end of a mowing cycle. Partial payments will not be processed. **Retainage will be held as detailed in Section 1.15 of the GENERAL CONDITIONS OF THE AGREEMENT.** Areas mowed by others shall be excluded from the quantities to be paid under this section as outlined in Section 12.1.
- 14.2. An additional percentage payment may be added for the first mow cycle each year to cover any and all expenditures associated with bringing the DRA sites into condition for routine mowing at the start-up of each mowing season.
- 14.3. Marion County reserves the option to increase (or decrease) the number of acres or the number of DRAs at the Base Bid contract price per unit. A revised mowing list and map will be provided prior to each cycle.
- 14.4. Payment for non-routine, first-time mowing events will be negotiated separately. DRA sites may be added or deleted in the contract as required and the contract amended on an annual basis.

15. INVASIVE SPECIES

In an effort to reduce the unwanted propagation of invasive plants species within the DRAs, the CONTRACTOR shall make a good faith effort to clean their equipment including the mowing decks and blades after they have encountered a concentrated area containing invasive plants species of any kind. Examples of invasive plants species include: Cogon grass, Ragweed, Sandspur, Vaseygrass, Castor Bean, Spanish Needle, Johnsongrass, Maiden Cane, Crowsfoot, Broomsedge, Rhodesgrass, Tropical Soda Apple, Dogfennel, Goosegrass, etc. CONTRACTOR should notify Inspector or Project Manager via email if they encounter invasive species while mowing.

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