

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the DRA Mowing Area V - Five Zones Agreement entered into on May 5, 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 **Richard C Marcinkowski, d/b/a Rick's Lawn Service**, whose address is 7780 SW 131st Lane, Ocala, FL 34473; possessing Sunbiz Registration # **G18000100384**, (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-141, 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 May 5, 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 Agreement, 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 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 V, Zones 5A, 5D and 5E only.
4. Section 6 of the Original Contract is amended solely to:
 - A. Modify the Agreement Price to \$53,726.20;
 - 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)	Annual Total Contract Area - (Price per Cycle * 5 Cycles)
Area V Zone 5A	105	66.9	5	\$44.28	\$2,962.33	\$14,811.65
Area V Zone 5D	85	63.8	5	\$44.28	\$2,825.06	\$14,125.30
Area V Zone 5E	165	109.3	5	\$45.36	\$4,957.85	\$24,789.25

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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:

[Signature] 3/21/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

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

[Signature] 3/21/2023
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-141-CA-02 DRA Mowing Area V - Five Zones

[Signature]
FOC MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

[Signature]
SIGNATURE
Jordan Appleby
PRINTED NAME

RICHARD C MARCINKOWSKI, D/B/A RICK'S LAWN SERVICE

[Signature]
BY: DATE
RICHARD C MARCINKOSKI
PRINTED:
owner/operator
ITS: (TITLE)

WITNESS:

[Signature]
SIGNATURE
Jermaine Van Buskirk
PRINTED NAME

EXHIBIT A

20B-141 Drainage Retention Area Mowing

Area 5 Divided into 5 Zones

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 area 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 contractor.

The DRA mowing is County-wide. This is for one (1) Area divided into five (5) individual zones. An overall map depicting the Contract Area/zones and maps showing the individual zones are provided. If multiple areas/zones are awarded to the same CONTRACTOR, CONTRACTOR is still responsible for completing the areas/zones in the cycle period. The intent is for areas/zones to be completed within a routine pattern. There will typically be five (5) cycles per a mowing season.

Contract award will be probationary for the first mow cycle performed. 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/zone.

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.

EXHIBIT A

Bid 20B-141 Drainage Retention Area Mowing

Area 5 Divided into 5 Zones

For Marion County Stormwater Program

MOWING SPECIFICATIONS

1. GENERAL REQUIREMENTS

- 1.1. CONTRACTOR'S BID shall include a list of 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/zones

- 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 slope mowers. The lack of specialized equipment does not relieve the CONTRACTOR from mowing those areas. It is the responsibility of the CONTRATOR 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 the road right of ways (ROWS) adjacent to the SRA in the per acre price. The road ROW is described as the area between the ponds property line and the edge of pavement and may vary in width ± 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 a DRA per acre price schedule.
- 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/zone is listed in Table 1 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 an 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/zone.
- 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.
- 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/zone, 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 DRA. New DRA's 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 forty (40) calendar days. The forty (40) day duration includes all the DRAs in the area(s)/zone(s) awarded to a CONTRACTOR from the list and shown on the maps provided.
- 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 0.50 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 schedule start date of a subsequent cycle period, time extensions shall be added to the cycle period affected on a day-to-day basis. Upon completion of the cycle, the County may authorize the CONTRACTOR to start the next cycle prior to the start date. 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 the 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 cycle for the DRAs based on the schedule presented in Table 1 below.

Table 1 DRA MOW SCHEDULE

Contract Zone	# DRAs	Total Routine Acreage**	# Days Mow cycle	Cycle Start Dates
5A	105	66.9	40	April 01, May 18, July 04, August 20, & October 06
5B	140	78.2	40	April 01, May 18, July 04, August 20, & October 06
5C	152	107.4	40	April 01, May 18, July 04, August 20, & October 06
5D	85	63.8	40	April 01, May 18, July 04, August 20, & October 06
5E	165	109.3	40	April 01, May 18, July 04, 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: Any award from this contract shall start on May 18, 2020, skipping the first cycle in the first year.

3.5. The CONTRACTOR shall not begin any cycle until authorized by the OCE in writing (Notice to Proceed or NTP).

3.6. The CONTRACTOR shall notify the PROJECT MANAGER when a cycle is completed.

3.7. Typically there will be five (5) cycles per year for each DRA. Maps and DRA listing by Zone 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/zone of interest, the unit pricing, and the total BID pricing. CONTRACTOR should only bid zones they are capable of performing the work per the specified schedule.

3.9. A CONTRACTOR does not have to submit a BID for each contract area/zone.

4. EQUIPMENT

4.1. The CONTRACTOR shall furnish type of equipment and quantity to perform the work satisfactory 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 turns mowers, tractors/batwing mowers, a bush hog, slope mower, string/blade trimmer, chainsaws, equipment to trim fallen limbs, and personnel to complete the job. A supervisor must be within thirty (30) minutes or fifteen (15) miles of the work area/zone at all times.

5. METHOD OF OPERATION

- 5.1. The CONTRACTOR shall notify the PROJECT MANAGER or authorized representative via email each morning by 9:00 A.M. to provide the locations where the work will be accomplished that day.
- 5.2. The CONTRACTOR shall notify the PROJECT MANAGER or authorized representative via email each morning by 9:00 A.M. to provide the locations of work completed the day prior and are ready for inspections.
- 5.3. Mowing can be performed seven (7) days per week during daylight hours starting at 8:00 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, and/or conveyance swales 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/zones 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 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 to wet to mow during one cycle remain the CONTRACOR's responsibility to mow down during subsequent mow cycles.

6. QUALITY

- 6.1.** All grasses and vegetation shall be cut down to a height of four (4) to six (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 string/blade trimmer, when used on slopes or around appurtenances shall comply with the four (4) to six (6) inches height requirement. Completed DRAs will be reviewed for a quality and acceptance by the County, or authorized representative. DRAs determined to be unsatisfactory by the County, or authorized representative, shall be re-mowed at no additional cost to the County. DRAs requiring re-work shall be completed within the mowing cycle time.
- 6.3.** Mow notes are provided for many of the DRAs and shall be followed (see DRA listing)
- 6.4.** DRA fence gates are to be opened by hand and in the correct direction (most go inward) to prevent damaging them. DO NOT USE ANY EQUIPMENT TO OPEN or PUSH GATES.

7. MAINTENANCE OF TRAFFIC

- 7.1.** Maintenance of traffic shall be the responsibility of the CONTRACTOR. Roadways 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 all Florida Department of Transportation Roadway Traffic Design Standards, latest edition, 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 fluorescent version of the color meeting requirements of ANSI-ISEA 107-2010 standard class 2 or suspending 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 requires by state, OSHA, ADA, or other federal regulations must be provided. All safety devices shall 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.
- 8.2. Notwithstanding and 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 (SDS) 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 Statues.
- 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 with in thirty (30) minutes of the event.

10. CLEANUP

- 10.1. The CONTRACTOR shall exercise the necessary care to prevent any source of litter by the CONTRACTOR's 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.

11. REMOVAL OF LITTER AND VEGETATIVE MATERIAL

- 11.1. 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 contracting price.
- 11.2. 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 the trash onto adjacent parcels to preclude hauling of trash will be grounds for terminating the contract.
- 11.3. 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.
- 11.4. The CONTRACTOR shall be responsible for cutting up and removing of fallen trees of up to six (6) inches in diameter measured at five (5) feet above the original base of the tree. Diameter at Breast Height (DBH).
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If excessive trash or vegetative debris exists in one DRA location in a volume of two and a half (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.
- 11.9. Clean up of the mowing area/zone of each cycle of the project must be completed before that cycle will be authorized for payment.
- 11.10. 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 DRA. 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/zones.

12. DAMAGE

- 12.1.** 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/her 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.
- 12.2.** 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.

13. CONTRACTOR PERFORMANCE

- 13.1.** CONTRACTOR must perform work in such a manner that timely inspections by the County can be reasonably completed.
- 13.2.** 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 deducted from the invoice for each 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/zone awarded for the cycle divided by forty (40) days without time extensions, Multiplied by the number of days late. Example would be: Awarded area/zone totals five thousand (\$5,000.00) dollars per cycle divided by forty (40) days for the cycle, multiplied by three (3) days for being late, would equal liquidated damages in the amount of three hundred and seventy five dollars (\$375.00) which would automatically be deducted from the invoice. $((($5,000.00/40)*3)=$375)$
- 13.3.** 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. Liquidated damages shall be charged until the new Contractor is able to start the work.

14. METHOD OF MEASUREMENTS

- 14.1.** 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.

15. BASIS OF PAYMENT

- 15.1.** The CONTRACTOR can request to be paid by the contract areas/zones at the end of a mowing cycle. Partial payments will not be processed. Areas/zones mowed by others shall be excluded from the quantities to be paid under this section as outlined in section 13.1.
- 15.2.** 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 a condition for routine mowing at the startup of each mowing season.
- 15.3.** Marion County reserves the option to increase (or decrease) the number of acres at the base BID contract price per unit. A revised mowing list and map will be provided prior to each cycle.
- 15.4.** 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.

16. This section deleted in the Second Amendment.

17. INVASIVE SPECIES

- 17.1** 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.