

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Marion County Combined Mowing & Litter Agreement entered into on April 1, 2025, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Extreme Enterprises of Marion County, Inc.**, whose address is 2350 NE 40th Street, Ocala, FL 34479; possessing FEIN **20-0079563**, (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 completion of all 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. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 25B-082, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This modification to the Agreement formally establishes that no retainage shall be withheld.
3. This modification updates Finish Mowing cycles to the following:

- a. The Contract will be for sixteen (16) full cycles per calendar year. Each cycle will have fourteen (14) calendar days. The Contractor shall commence work on the first day of April each year and ending on the listed calendar dates below. Calendar cycles are:

April 1 – April 14
April 15 – April 28
April 29 – May 12
May 13 – May 26
May 27 – June 9
June 10 – June 23
June 24 – July 7
July 8 – July 21

July 22 – August 4
August 5 – August 18
August 19 – September 1
September 2 – September 15
September 16 – September 29
September 30 – October 13
October 14 – October 27
October 28 – November 10

- b. This modification adds fuel adjustments. The Contractor shall be paid or charged fuel adjustments for this contract duration. Fuel calculations shall be considered off the Florida Department of Transportation Fuel and Bituminous Average Price Index. The County will make price adjustments on each applicable cycle invoice to reflect increases or decreases in the price of gasoline and/or diesel from those in effect during the month in which bids were received. Bids for this contract were received March 2025.

Diesel, March 2025	Gasoline, March 2025
\$2.0933	\$2.5022

The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for fuel will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing when bids were received (BFP), and then only the portion that exceeds 5%. The CFP will be tied to the completion of work, not the invoice submittal date. Estimated fuel usage for this work as it follows:

Per Cycle	Diesel (gallons)	Gasoline (gallons)
Finish Mowing	300	630
Finish Litter	300	450

4. This modification updates Roadside, Dirt Road, and Slope Mowing Specifications to the following:

- a. Roadside – A contract with six (6) full cycles per calendar year shall have thirty-six (36) calendar days to complete each cycle. Calendar cycles are:

April 1 – May 6
May 7 – June 11
June 12 – July 17
July 18 – August 22
August 23 – September 27
September 28 – November 2

There will be two (2) additional cycles of trash/litter pickup and removal that shall occur outside the mowing work cycles. These are completed separately and paid as stand-alone litter cycles. Their calendar cycles are:

November 18 – January 10
January 11 – March 5

- b. Slope – A contract with two (2) cycles per calendar year shall have 107 calendar days to complete each cycle. Calendar cycles are:

April 1 – July 16
July 17 – October 31

There will be two (2) additional cycles of trash/litter pickup and removal that shall occur outside the mowing work cycles. These are completed separately and paid as stand-alone litter cycles. Their calendar cycles are:

November 18 – January 10
January 11 – March 5

- c. Dirt Road – A contract with one (1) cycle per Calendar year shall have thirty (30) Calendar days to complete the cycle Calendar cycle is:

August 1 – August 30

There are no additional cycles associated with Dirt Roads mowing outside the one (1) mowing cycle.

- a. This modification adds fuel adjustments. The Contractor shall be paid or charged fuel adjustments for this contract duration. Fuel calculations shall be considered off the Florida Department of Transportation Fuel and Bituminous Average Price Index. The County will make price adjustments on each applicable cycle invoice to reflect increases or decreases in the price of gasoline and/or diesel from those in effect during the month in which bids were received. Bids for this contract were received March 2025.

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Per Cycle	Diesel (gallons)	Gasoline (gallons)
Roadside Mowing	3,000	N/A
Roadside Litter	600	200

5. This modification replaces the Schedule of Values, added as Exhibit A.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

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

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

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

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: August 18, 2026
25B-082-CA-01 Marion County Combined Mowing & Litter

**EXTREME ENTERPRISES OF MARION
COUNTY, INC.**

BY: DATE

PRINTED:

ITS: (TITLE)

Exhibit A – Schedule of Values

Item Description	Centerline Miles	Unit Price/ Centerline Mile	Cost per Cycle	Total Amount
Finish Mowing & Litter				
County Finish Mowing (16 cycles)	100.16	\$200.28	\$20,060.04	\$320,960.70
County Finish Litter (18 cycles)	100.16	\$53.00	\$5,308.48	\$95,552.64
Roadside Mowing & Litter				
SW Paved Roads Mowing (6 cycles)	573.09	\$89.10	\$51,062.32	\$306,336.49
SW Paved Roads Litter (8 cycles)	573.09	\$35.00	\$20,166.30	\$160,465.20
SE Paved Roads Mowing (6 cycles)	712.59	\$89.10	\$63,491.77	\$380,950.60
SE Paved Roads Litter (8 Cycles)	712.59	\$35.00	\$24,940.65	\$199,525.20
Slope Mowing & Litter				
Slope Mowing (2 cycles)	2.79	\$1,665.00	\$4,645.35	\$9,290.70
Slope Litter (4 cycles)	2.79	\$35.00	\$97.65	\$390.60
Dirt Road Mowing				
Dirt Road Mowing (1 cycles)	100.95	\$81.00	\$8,176.95	\$8,176.95