

## AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and Top Quality Lawn Maintenance, LLC, located at 509 Bahia Drive, Ocala, FL 34472, possessing FEIN# 37-1699878 (hereinafter referred to as "CONTRACTOR") under seal for the Drainage Retention Area Mowing, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on March 24, 2020 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #20B-102 - Drainage Retention Area Mowing, the Offer, Project Bid Scope and/or Specifications, Maps and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.**

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

**Section 4 – Term.** The Work (defined in Scope of Work, Exhibit A) shall commence on April 1, 2020 and continue through March 31, 2022. Five (5) additional one-year renewal options will be available upon mutual written agreement. If the first mow cycle (starting April 1, 2020) is not completed on schedule and per specifications, the remainder of this Agreement may be terminated and the Work awarded to the second low bidder. All Work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this CONTRACTOR. Pursuant to F.S. 486.129 (1)(J); the Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.

**Section 5 – Scope of Services.** CONTRACTOR shall complete the work for Project 20B-102 Drainage Retention Area Mowing, as fully detailed in the Contract Documents, and more fully set forth in the Scope of Work, Exhibit A (the "Work"), including mow cycle schedule and timeframes. The DRA mowing contract area covered in the Agreement is Area VII.

**Section 6 – Compensation.** COUNTY shall make estimated annual payment of Seventy-Two Thousand, Three Hundred, Ninety-Eight Dollars and Seventy-Five Cents, (\$72,398.75), (the "Agreement Price"), based on the UNIT PRICING to CONTRACTOR under COUNTY's established procedure and more fully set forth in the Scope of Work, Exhibit A and the Fee Schedule below. The number of sites may be adjusted (added/increased or removed/decreased) during the Term, in the COUNTY'S best interest and as directed, in writing, by the Office of the County Engineer. 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.

| 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) |
|---------------|--------|-------------|-----------------|---------------------|--------------------------------------------|-----------------------------------------------------------|
| VII           | 253    | 340.7       | 5               | \$ 42.50            | \$ 14,479.75                               | \$ 72,398.75                                              |

**Section 7 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 8 – Assignment.** CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 9 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 10 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 11 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 12 – Public Records Compliance**

**A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

**B. CONTRACTOR shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY 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, Florida Statutes, or as otherwise provided by law;
- Ensure that 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 Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 13 – Indemnification.** CONTRACTOR shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of CONTRACTOR or its employees, officers, or agents in performing the Work set forth herein. A bond for indemnification may be required.

**Section 14 – Insurance.** As applicable, during the period of the Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

**Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

**Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

**General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by CONTRACTOR for the duration of the Project. If the policy is written on a claims-made basis, CONTRACTOR must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as Additional Insured.

**Section 15 – Independent Contractor.** In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

**Section 16 – Default/Termination.** In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

**Section 17 – Damage to Property.** CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, CONTRACTOR shall replace the same without additional cost to COUNTY, as applicable.

**Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees.** This Agreement and all the Contract Documents 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. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.

**Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 20 – Employee Eligibility Verification.** For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement. By previously signing the ITB Acknowledgment and Addenda Certification Form and this Agreement, CONTRACTOR has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between CONTRACTOR and the subcontractor, whichever is later. CONTRACTOR shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**Section 21 – Force Majeure.** Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 22 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 23 - Scrutinized Companies.** Scrutinized Companies Lists: If this Agreement exceeds \$1,000,000.00 in total, not including renewal years, the CONTRACTOR certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the CONTRACTOR agrees COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR is found to have submitted a false certification, or if the CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

**Section 24 – CONTRACTOR Conduct:** These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

**Section 25 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 26 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents 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. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

**Section 27 – Notices.** Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. COUNTY'S and CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Top Quality Lawn Maintenance, LLC  
509 Bahia Drive, Ocala, FL 34472

CONTACT PERSON: Terrence Isaac | 352-454-7781.

COUNTY: Marion County Office of the County engineer  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:  
Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

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@marioncountyfl.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: tdimoney33@yahoo.com. Designation of up to two (2) e-mail addresses as well as CONTRACTOR's acceptance marked below signify CONTRACTOR's election to accept notices solely by e-mail. If handwriting its e-mail address CONTRACTOR assumes the risk the e-mail address is legible. COUNTY need only make its best guess at illegible handwritten e-mail address. The election to accept notices solely by e-mail is not binding unless BOTH of the following are found: (A) at least one (1) e-mail address is provided and (B) CONTRACTOR's acceptance below is evident.

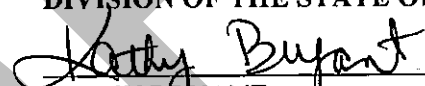
IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

  
DAVID R. ELLSPERMANN,  
CLERK OF COURT

3/24/2020  
DATE

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

  
KATHY BRYANT  
CHAIRMAN

03-24-2020  
DATE

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

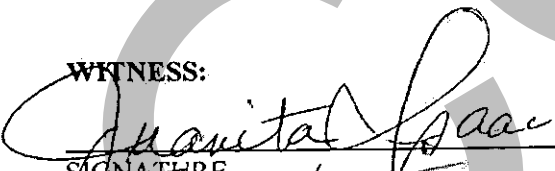
  
MATTHEW G. MINTER,  
MARION COUNTY ATTORNEY

3-30-2020  
DATE

BCC APPROVED:

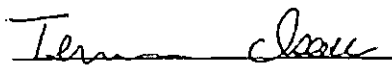
March 24, 2020  
20B-102 | Drainage Retention Area Mowing

WITNESS:

  
SIGNATURE

Juanita Isaac  
PRINTED NAME

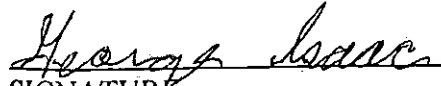
TOP QUALITY LAWN MAINTENANCE, LLC

  
BY: DATE

TERRENCE ISAAC  
PRINTED:

Top Quality Lawn Maintenance LLC  
ITS: (TITLE)

WITNESS:

  
SIGNATURE

George Isaac  
PRINTED NAME

# EXHIBIT A

## 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  $\pm 5$  feet to  $\pm 30$  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**

| <b>Contract Area</b> | <b># DRAs**</b> | <b>Total Routine Acreage**</b> | <b># Days in Mow Cycle</b> | <b>Calendar Cycle Start Dates Are as Follows:</b> |
|----------------------|-----------------|--------------------------------|----------------------------|---------------------------------------------------|
| 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.

## **16. DIESEL FUEL PRICE ADJUSTMENT**

County will make fuel price adjustments in accordance with Section 9-2.1.1 of the most current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction. Fuel price adjustments will be made at the beginning of the County's fiscal year (October 1). The current 12-month average diesel price as reported by FDOT will be compared to the previous 12-month average diesel price. The percentage difference will be applied to the fuel portion of the contract (4% of the total annual contract value) for the new fiscal year and invoice amounts owed by the County to the CONTRACTOR will be modified accordingly. Fuel adjustments will only be paid or charged to the prime CONTRACTOR. Average price indices for fuel are available on the CONSTRUCTION Office website at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.