

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 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Extreme Enterprises of Marion County, Inc.**, located at 2350 NE 40th St., Ocala, FL 34479, possessing FEIN# 20-0079563 (hereinafter referred to as "CONTRACTOR") under seal for the Non-Recreational Mowing & Ground Maintenance, (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 September 19, 2017 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 Project #18BE-002 - Non-Recreational Mowing & Ground Maintenance, Project Scope and or Specifications, Certificate of Insurance and Notice to Proceed.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project. 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. This Agreement shall commence upon approval by COUNTY's Board of County Commissioners or Notice to Proceed and continue until December 31, 2019 (the "Term") with two (2) optional five (5) year renewals upon mutual agreement. All Work shall proceed in a timely manner without delays.

Section 5 – Scope of Services. CONTRACTOR shall complete the scope of services for 18BE-002 Non-Recreational Mowing & Ground Maintenance, more fully described as providing Mowing & Ground Maintenance Services of Non-Recreational Areas as per the Contract Documents, and within the Term.

Section 6 – Compensation. COUNTY shall make payment of One Hundred Seventy-One Thousand, Three Hundred Eighty Dollars, \$171,380.00 (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in the scope of work, Exhibit "A" and the Fee Schedule, Exhibit "B", hereto. There shall be no provisions for pricing adjustments during the Term, however, Fuel escalation considerations may be requested by the CONTRACTOR between November 1st - 30th each year, and if approved, shall be supported by industry documentation, and shall not exceed three percent (3%). The number of cycles or sites may be adjusted (added/increased or removed/decreased) in the COUNTY's best interest and as directed in writing by the Facilities Management Director.

Section 7 – 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: Extreme Enterprises of Marion County, Inc.
2350 NE 40th St.
Ocala, FL 34479
CONTACT PERSON: John Milligan
352-427-4974 | E-mail: extreme-enterprises@embarqmail.com

COUNTY: Marion County Facilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th 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
E-mail: procurement@marioncountyfl.org

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. COUNTY shall have a right to review such records at CONTRACTOR'S office during normal business hours.

Section 12 – Public Records Compliance

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

Office of Public Information, 601 SE 25th Ave., Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309 | Email: PIO@marioncountyfl.org

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

1. Keep and maintain public records required by COUNTY to perform the Work;
2. 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;
3. 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 – 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 19 – 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 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 – 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 24 – 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 25 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **Exhibit A – Scope of Work, Exhibit B – Fee Schedule**

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:


 _____ NOV 07 2017
 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT

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


 _____ NOV 07 2017
 CARL ZALAK, III DATE
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

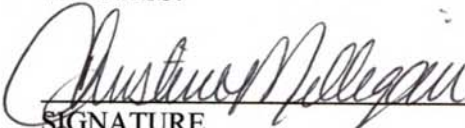
BCC APPROVED:

September 19, 2017
 18BE-002 | Non-Recreational Mowing & Ground Maintenance

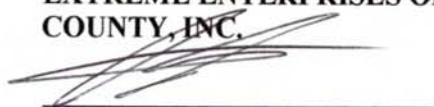

 _____ 10-30-17
 for: MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY

WITNESS:

EXTREME ENTERPRISES OF MARION COUNTY, INC.

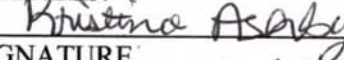


 SIGNATURE
 Christine Milligan
 PRINTED NAME


 _____ 10/17/17
 BY: Sohr M. Milligan DATE
 PRINTED: President

 ITS: (TITLE)

WITNESS:



 SIGNATURE
 Kristina Ashby
 PRINTED NAME

18BE-002 Non-Recreational Mowing & Ground Maintenance

SCOPE OF SERVICE

The Project Manager for the Non- Recreational areas will be, Andy Race, Facilities Management Director or his designee.

1.0 GENERAL REQUIREMENTS:

- 1.1 The Contractor shall furnish all labor, materials, and equipment to provide **Mowing & Ground Maintenance Services** with the specifications, terms, and conditions contained within this document.
- 1.2 Contractor, shall furnish all manpower, trucks, tractors, mowers, edger's, gas, oil, safety equipment, hand trimmers, or any other equipment necessary for vegetation mowing, weeding, trimming, debris pick-up, and any other function that may be required to properly maintain the areas of responsibility.
- 1.4 The Contractor must be able to perform as required under the requirements and responsibilities as listed in this contract. If the Contractor is unable to perform the mentioned requirements on a timely basis, the County reserves the right to obtain these services from other sources.
- 1.5 Additional sites may be added or deleted to this contract as required.
- 1.6 The Department and the Contractor shall meet quarterly to discuss any concerns.
- 1.7 The Contractor shall supply the County with Company Officers' and Crew Supervisors' contact information.

2.0 RESPONSIBILITIES

- 2.1 The Contractor shall clean the service areas of all debris, including litter, prior to servicing:
 - All clippings, trimmings, branches, etc., from each service site shall be removed upon completion of that day's service.
 - Disposal of all such debris, in a proper manner, shall be the responsibility of the Contractor.
 - Debris shall not be deposited into County or privately owned trash receptacles or dumpsters located on site.
- 2.2 The Contractor shall "go back" to re-work if work not done as per specifications during each mowing cycle in order to receive full payment for the cycle.
- 2.3 The Contractor is responsible to complete all mowing and ground maintenance on the same day of service for each location. Subject to the Department's approval, the Contractor may service sites that are greater than 10 acres on multiple days but they must be consecutive.
- 2.4 The Contractor will not be responsible to remove trees and debris that are down due to weather related major storm events. Major storm events shall be determined by the Department if it's the responsibility of the Contractor to clean the affected area(s). The Contractor shall notify the Department if they encounter trees and/or debris down due major storm events.
- 2.5 The Contractor shall edge along walks, curbs, hedges, parking lot medians, grass landscape islands, and beds as required to maintain a neat appearance with every service to prevent the growth of plant material

that may encroach onto harden surfaces and plant beds. The vertical edges shall be at a minimum depth of 1 inch to prevent such encroachment. A blade-edger must be used. String-trimmer edging is not acceptable.

- 2.6 The Contractor shall trim around all obstructions such as signs, posts, fences, poles, trees, slabs, walls, etc., with every service.
- 2.7 The Contractor shall ring around the sprinkler heads as required to allow for proper operation of sprinkler systems with every service.
- 2.8 The Contractor shall blow grass trimmings at each site upon completion of that day's service from all harden surfaces. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters.
- 2.9 The discharging of clippings into beds, earthen trails, harden surfaces, buildings, vehicles, people and other non-appropriate areas is prohibited.
- 2.10 The Contractor shall mow lawn areas at a height of not less than 3" or more than 4". The Contractor shall not mow or line trim the grass at a height of less than 3" down to and exposing the soil, thus causing damage to the turf, including all wheel ruts. All wheel ruts caused by mowing equipment shall be repaired at the time of service. Uncut sections of the turf areas are unacceptable, this includes parking lot medians, and grass landscape islands.
- 2.11 All specified areas must be maintained for weed control with each service. The mowing cycle will also include during each service the manual removal by hand of all weeds and foreign growth from all plant beds, flowerbeds, and shrubs as well as all areas devoid of grass. All plant growth in cracks, seams and/or joints such as sidewalks, curbs, paved areas and driveways shall be removed during the completion of each service. **This requirement shall be adhered too and strictly enforced.**
- 2.12 The Contractor shall be responsible for all damages caused to County property during time of service. The Contractor shall immediately notify the Department of the damage(s).
- 2.13 The Contractor shall strictly avoid utilizing any defoliant, herbicide, or growth retardant for the purpose of restricting or removing growth in any manner without prior written approval of the Department.
- 2.14 The Contractor shall immediately notify the Department of any scheduling delays or changes, as well as any comments/complaints received from the general public.
- 2.15 The Contractor shall have his ground maintenance crew supervised by a qualified foreman at all times.
- 2.16 The Contractor's mowing equipment shall be maintained in good working condition to insure an even clean cut so as to not tear the blades of grass.
- 2.17 The Contractor must maintain factory safety features on all equipment and in good working condition.
- 2.18 Mowing of public areas may commence by 7:00 A.M. and may continue until 5:00 P.M, Monday through Friday.
- 2.19 Mowing of libraries must be completed prior to 9:00 A.M, Monday through Friday.
- 2.20 **JOB COMPLETION NOTICES** - The Contractor is responsible to submit to the Department, on a **WEEKLY** basis, a **Job Completion Notices** detailing those areas serviced and completed within the previous work week. The Department will verify and compare the job completion notices with their respective monthly invoice prior to approving payment.

The Department shall communicate to the Contractor when the job completion notices should be submitted to the Department. These notices shall be sent to the Facilities Management Department by fax (352) 671-8751 or email at facilitiesmanagement@marioncountyfl.org. A hard copy may also be hand delivered. **These notices shall not be mailed.** The normal business hours are 8:00 am to 5:00 p.m., Monday through Friday.

- 2.20.1 An example of a **Job Completion Notice** is shown below: (submit weekly prior to the monthly invoice)

** EXAMPLE**

Name of Company: AAA Lawn Care Company	Date: July 13,200X
Location	Service Date
South County Building	7/11
North County Building	7/12
West County Building	7/13
East County Building	7/14

- 2.21 The Contractor will only receive payment for the number of maintenance services completed, which shall be documented in the job completion notices that are submitted to the Department in a weekly basis, prior to submitting a monthly invoice, (refer to 2.20).

- 2.22 It is the responsibility of the Contractor to submit on a monthly basis detailed documentation consisting of, but not limited to, the service area, dates of service, the number of times the area was serviced, the bid price for the service area, total amount due for each service area per week, and a grand total for the month.

- 2.22.1 An example of the **required detailed information** is shown below:

EXAMPLE

Name of Company: AAA Lawn Care Company			Invoice Date: July 31,200X	
Location	Dates Serviced	(X) Times Serviced	Bid Price	Totals Due
South County Building	7/3, 7/13, 7/17, 7/24, 7/31	5	\$ 1.00	\$ 5.00
North County Building	7/5, 7/13, 7/19, 7/26, 7/31	5	\$ 1.50	\$ 7.50
West County Building	7/3, 7/12, 7/24	3	\$ 2.00	\$ 6.00
East County Building	7/3, 7/12, 7/17, 7/24, 7/31	5	\$ 2.50	\$ 12.50
			Total Due:	\$ 31.00

- 2.23 **No payment will be made for work in which a job completion notice has not been received.** This procedure is necessary in order to allow Department personnel the opportunity to verify the completion of scheduled work to prescribed specifications and confirm that the Contractor is complying with the established work schedules.

- 2.24 Invoices shall be received at the completion of each month of service, and due to the Department no later than seven (7) days after completion of each month. The Department reserves the right to consider alternate invoicing. The Contractor must correct incorrect invoices. Payment will not be processed until a corrected invoice is received.

3.0 TIMELINESS

- 3.1 All work shall commence upon authorization from the Department, and all the work shall proceed in a timely manner as outlined in the job specifications without delays.
- 3.2 All work shall be performed during the hours of 7am to 5pm, Monday through Friday. No work shall be performed on weekends or on an official County holiday unless pre-approved by the Department.
- 3.3 **The Contractor must submit an annual work schedule for each service area (as shown in 4.0).** Each County facility will be notified of the Contractor's work schedule. Deviations from the schedule may be allowed for inclement weather conditions or when the conditions of the soil will not allow servicing to be accomplished satisfactorily or safely. The Contractor shall notify the Department of any changes to the schedule, refer to 2.14.
- 3.4 The County reserves the right to revise the service schedule frequency for weather, fiscal, budgetary reasons, or special County functions.

4.0 PROPERTY-LOCATION, AREA, SIZE and DESCRIPTIONS

NOTE: ALL LOCATIONS ARE FULL SERVICE UNLESS OTHERWISE NOTED.

Service Area and Location	Area	Estimated Size	Description
Animal Services 5701 SE 66 th Street Ocala, 34480	SE	3.0	Animal Control, Offices and Parking Area
Belleview Health Dept. 7055 SE 110 th St. Road Belleview, 34420	SE	2.0	Health Services, Offices and Parking Area
Coleman Center 2001 SE 32 Avenue Ocala, FL 34471	SE	.75	Offices and Parking Area
Belleview Library 13145 SE HWY 484 Belleview, 34420	SE	6.0	Public Library, Offices and Parking Area
Fl. Dept. of Health 1801 SE 32 nd Avenue Ocala, 34471	SE	10.0	Public Offices and Parking Area
Clerk's Record Center 870 NW 4 th Avenue Ocala, 34478	SE	1.5	Storage Building and Parking Area
Forest Library 905 S. Highway 314A Ocklawaha, 32179	SE	.5	Public Library, Offices and Parking Area
Ocala Central 612 SW 1 st Avenue Ocala, 34471	SE	.5	Public Offices and Parking Area
*Vacant Lot next to Ocala Central On SW 7 th Street (parcel #2852-014-001)	SE	.30	Vacant
Supervisor of Elections 981 NE 16 th Street Ocala, 34470	NE	2.25	Public Offices and Parking Area

Service Area and Location	Area	Estimated Size	Description
Ft. McCoy Library 14660 NE HWY 315 Ft. McCoy, 32134	NE	3.75	Public Library, Offices and Parking Area
Forest Road 88 Communication Tower SR 40 & Forest Road 88	NE	1.0	Radio Tower
Pedro Fire 16500 S HWY 475 Summerfield, 34491	SW	.5	Fire Services, Public Offices, and Parking Area
Freedom Library 5870 SW 95 th Street Ocala, 34476	SW	2.0	Public Library, Offices and Parking Area
Dunnellon Library 20351 Robinson Road Dunnellon, FL 34431	SW	4.5	Public Library, Offices and Parking Area
Reddick Health Dept. 4500 NW 152nd Lane Reddick, 32686	NW	.5	Public Offices and Parking Area
Romeo (old Voting Building) 19120 NW 13 th Street Dunnellon, 34431	NW	.5	Vacant

McPhearson Complex

Service Area and Location	Area	Estimated Size	Description
McPherson East Government Complex 601 SE 25 th Avenue Ocala, 34471	SE	55.0	Public Offices and Parking Area
McPherson West Government Complex 110 SE 25 th Avenue Ocala, 34471	SE	10.0	Office of the County Engineer and Driver's License Building and Parking Areas

Silver Springs Boulevard Complex

Service Area and Location	Area	Estimated Size	Description
Growth Services 2710 E. Silver Springs Blvd. Ocala, 34470	SE	.75	Public Offices and Parking Area
Library Headquarters 2720 E. Silver Springs Blvd. Ocala, 34470	SE	1.5	Public Offices and Parking Area
Veterans Resource Center 2730 E. Silver Springs Blvd. Ocala, 34470	SE	.25	Public Offices and Parking Area

Downtown Complex

Service Area and Location	Area	Estimated Size	Description
Judicial Center 110 NW 1 st Avenue Ocala, 34475	NE	1.0	Judicial Offices and Parking Area
Public Defender 201 NW 3 rd Avenue Ocala, 34475	NE	2.0	Judicial Offices and Parking Area
Clerk's Annex 19 NW Pine Avenue Ocala, 34475	NE	.25	Judicial Offices and Parking Area
Clerk's NE Parking lot	NE	.75	Judicial Offices and Parking Area
Judges' Handicap Parking	NE	.02	Landscape only (gated parking lot)
Parking Garage Atrium	NE	.25	Landscape only
Guardian Ad Litem 110 N Magnolia Ave. Ocala, 34475	NE	.10	Landscape only

Maricamp Service Complex

Service Area and Location	Area	Estimated Size	Description
Fleet Management 3330 SE Maricamp Road Ocala, 34472	SE	1.0	Public Offices and Parking Area
Fire Rescue/Fleet 3230 SE Maricamp Road Ocala, 34472	SE	6.0	Public Offices, Mechanic Shop and Parking Area

5.0 FREQUENCY OF SERVICING

5.1 SERVICE SCHEDULE – Estimated 38 services per year

- Winter Schedule (October 1st - February 29th) 2 services per month, except for vacant property, **refer to 5.2.** (15 days apart)
- Summer Schedule (March 1st –September 30th) 4 services per month, except for vacant property, **refer to 5.2.** (7 days apart)

5.2 *VACAN LOT SCHEDULE - Estimated 17 services per year

- Winter Schedule (October 1st- February 29th) one (1) service per month
- Summer Schedule (March 1st-September 30th) two (2) services per month (14 days apart)

6.0 GROUND MAINTENANCE STANDARD & SPECIFICATIONS FOR FULL SERVICE –

To provide a safe and attractive turf area for the general public use.

Maintenance Item	Specifications
Debris / Litter	All litter, branches or any other debris prior to servicing shall be removed from the site.
Mowing-Grass	Maintain all grass / at a minimum of 3" and maximum of 4" at the time of service.
Clean-up	All debris, clippings, trimmings, branches, etc., must be picked up and physically removed and properly disposed from site at the completion of service. Remove all dead plant material from beds and hedges.
Edging	All hard surfaces: walk ways, drive ways, curbs, parking areas at a minimum depth of 1" at time of service.
Fertilization	By County / others
Fire Ant Control	By County / others
Hedging	Maintain all plant hedge beds at a minimum of 18" away from buildings and AC units (where not prohibited by plant location), flat top minimum, 4 times per year. The height shall not exceed the bottom of the window sill. All shrubs must be trimmed a min. of 4 times per year; crepe myrtles must be trimmed a min. of 1 time per year.
Mulching	Once per year in the Fall. County will accept only pine straw. County will not accept pine mulch.
Tree Pruning	By County / others
Trimming	Trimming around trees, signs, fence lines, slabs, walls, buildings, etc. at a height of 3" min. to 4" max. to be performed at the time of each service.
Weeding	Maintain all planting beds weed free at time of each service.

EXHIBIT B

18BE-002 Non-Recreational Mowing & Ground Maintenance

FEE SCHEDULE

Service Area and Location	Description	Per Cut Price
Animal Services 5701 SE 66 th Street Ocala, 34480	Animal Control, Offices and Parking Area	\$160.00
Bellevue Health Dept. 7055 SE 110 th St. Road Bellevue, 34420	Health Services, Offices and Parking Area	\$60.00
Coleman Center 2001 SE 32 Avenue Ocala, FL 34471	Offices and Parking Area	\$40.00
Bellevue Library 13145 SE HWY 484 Bellevue, 34420	Public Library, Offices and Parking Area	\$181.50
Fl. Dept. of Health 1801 SE 32 nd Avenue Ocala, 34471	Public Offices and Parking Area	\$280.50
Clerk's Record Center 870 NW 4 th Avenue Ocala, 34478	Storage Building and Parking Area	\$45.00
Forest Library 905 S. Highway 314A Ocklawaha, 32179	Public Library, Offices and Parking Area	\$160.00
Ocala Central 612 SW 1 st Avenue Ocala, 34471	Public Offices and Parking Area	\$40.00
Vacant Lot next to Ocala Central On SW 7th Street	Vacant (parcel #2852-014-001)	\$40.00
Supervisor of Elections 981 NE 16th Street Ocala, 34470	Public Offices and Parking Area	\$75.00
Ft. McCoy Library 14660 NE HWY 315 Ft. McCoy, 32134	Public Library, Offices and Parking Area	\$113.00
Forest Road 88 Communication Tower SR 40 & Forest Road 88	Radio Tower	\$40.00
Pedro Fire 16500 S HWY 475 Summerfield, 34491	Fire Services, Public Offices, and Parking Area	\$40.00
Freedom Library 5870 SW 95 th Street Ocala, 34476	Public Library, Offices and Parking Area	\$65.00
Dunnellon Library 20351 Robinson Road Dunnellon, FL 34431	Public Library, Offices and Parking Area	\$135.00
Reddick Health Dept. 4500 NW 152nd Lane Reddick, 32686	Public Offices and Parking Area	\$45.00
Romeo (old Voting Building) 19120 NW 13 th Street Dunnellon, 34431	Vacant	\$160.00
Growth Services 2710 E. Silver Springs Blvd. Ocala, 34470	Public Offices and Parking Area	\$120.00
Library Headquarters 2720 E. Silver Springs Blvd. Ocala, 34470	Public Offices and Parking Area	\$120.00

Service Area and Location	Description	Per Cut Price
Veterans Resource Center 2730 E. Silver Springs Blvd. Ocala, 34470	Public Offices and Parking Area	\$120.00
McPherson West Government Complex 110 SE 25 th Avenue Ocala, 34471	Office of the County Engineer and Driver's License Building and Parking Areas	\$275.00
McPherson East Government Complex 601 SE 25 th Avenue Ocala, 34471	Public Offices and Parking Area	\$1,500.00
Judicial Center 110 NW 1 st Avenue Ocala, 34475	Judicial Offices and Parking Area	\$200.00
Public Defender 201 NW 3 rd Avenue Ocala, 34475	Judicial Offices and Parking Area	\$70.00
Clerk's Annex 19 NW Pine Avenue Ocala, 34475	Judicial Offices and Parking Area	\$35.00
Clerk's NE Parking lot	Judicial Offices and Parking Area	\$15.00
Judges' Handicap Parking	Landscape only (gated parking lot)	\$25.00
Parking Garage Atrium	Landscape only	\$25.00
Guardian Ad Litem 110 N Magnolia Ave. Ocala, 34475	Landscape only	\$25.00
Fleet Management 3330 SE Maricamp Road Ocala, 34472	Public Offices and Parking Area	\$160.00
Fire Rescue/Fleet 3230 SE Maricamp Road Ocala, 34472	Public Offices, Mechanic Shop and Parking Area	\$160.00