

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (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 **Southern Lawn Care Mid Florida Inc.**, located at 13900 NE 41st Terr, Anthony, FL 32617, possessing FEIN# 27-4898723 (hereinafter referred to as "FIRM") under seal for the Mowing and Grounds Maintenance for Fire Stations, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

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

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments executed by the Parties hereafter, together with the following (if any):

Marion County Bid #24B-059 - Mowing and Grounds Maintenance for Fire Stations, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM 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. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Work (defined herein) shall commence upon Board Approval, effective March 5, 2024 through March 4, 2025 (the "Term"), with Four (4) annual year renewal options available upon mutual agreement. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. Work may be presumed abandoned after ninety (90) days if FIRM 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. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 24B-059, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment to FIRM under COUNTY's established procedure, and per EXHIBIT B – FEE SCHEDULE. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM 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 25th Ave, Ocala, FL 34471

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

Email: publicrelations@marionfl.org

- B. FIRM 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 FIRM 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 FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM 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 FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM 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 for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of 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. FIRM 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 A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the

project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM 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 FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM 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 FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM 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 or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM 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, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM 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 17 – 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 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM 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 Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) 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 Contract.

Section 19 – Force Majeure. Neither FIRM 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, pandemics and epidemics.

Section 20 – 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 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM 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 FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM 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.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM 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 FIRM's contracts with COUNTY.

Section 22 – 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 23 – 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. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – 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

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Southern Lawn Care Mid Florida Inc.
13900 NE 41st Terr, Anthony, FL 32617
CONTACT PERSON: Tim McQuaig | Phone: 352-304-3921

COUNTY: Marion County Fire
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

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM 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, FIRM may designate up to two (2) e-mail addresses: kawboy32x@gmail.com and quad32x@yahoo.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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.

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

ATTEST:

G. C. Harrell 3/5/2024
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

Michelle Stone 3/5/2024
MICHELLE STONE DATE
CHAIRMAN

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

BCC APPROVED: March 5, 2024
24B-059 | Mowing and Grounds Maintenance for Fire Stations

Matthew G. Minter 3/19/24
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SOUTHERN LAWN CARE MID FLORIDA INC.

Leslie Cook
SIGNATURE
LESLIE COOK
PRINTED NAME

Tim McQuaig
BY: DATE
TIM McQUAIG
PRINTED: President

WITNESS:

ITS: (TITLE)
Tim McQuaig

Mark Sears
SIGNATURE
MARK SEARS
PRINTED NAME

SCOPE OF WORK EXHIBIT A

PURPOSE

The Marion County Fire Rescue (MCFR) is actively seeking proposals from qualified businesses, **to provide Mowing & Ground Maintenance Services of the County Fire Station** locations specified within this document. The County reserves the right to award contracts to multiple vendors, or to award the whole contract to one vendor.

All vendors must submit pricing for regular mowing and grounds maintenance at all of the service locations listed in this contract. The pricing must be all inclusive of the services described in the scope.

1.0 GENERAL REQUIREMENTS:

- 1.1 The 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.
- 1.2 **It shall be the full responsibility of the bidder to visit and inspect all locations prior to submission of a bid.** No variation in price or condition shall be permitted based on a claim of ignorance. Submission of a bid is evidence that the bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, effect the work to be done and the labor materials and equipment that may be required.
- 1.3 Additional sites may be added or deleted as required.
- 1.4 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 rectify any issues noted by MCFR, if work is 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.
- 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 Weed control must be performed on a monthly basis at minimum for all station locations. 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 to and strictly enforced.**
- 2.12 Hedges must be trimmed quarterly and the debris disposed of properly.
- 2.13 Mulch must be renewed annually in beds at the designated station locations.
- 2.14 Any low hanging branches around parking lots, entryways, etc... that may scrape vehicles or fire trucks must be trimmed as needed. All debris must be disposed of properly.
- 2.15 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).
- 2.16 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.
- 2.17 The Contractor shall immediately notify the Department of any scheduling delays or changes, as well as any comments/complaints received from the general public.
- 2.18 The Contractor shall have his ground maintenance crew supervised by a qualified foreman at all times.
- 2.19 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.
- 2.20 The Contractor must maintain factory safety features on all equipment and in good working condition.
- 2.21 Mowing of public areas may commence by 7:00 A.M. and may continue until 5:00 P.M, Monday through Friday.

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:

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

Contractor shall provide a bid price on each location. A complex may have more than one service location and will be awarded as a whole.

NOTE: ALL LOCATIONS ARE FULL SERVICE UNLESS OTHERWISE NOTED.

Station	Address	Acreage	Maintenance Description
1 - Anthony	3199 NE 70th ST Ocala, FL 34479	2.15	Trees/shrubs due to fast growth and large trees
2 - Citra	2189 NE 180th LN Citra, FL 32113	3.16	Trees/shrubs with lawn area
4 - E. Marion	16004 E. HWY 40 Silver Springs, FL 34488	4.00	3 acres to mow; light hedges and small flower beds
6 - South Forest	15490 SE 182nd AVE RD Umatilla, FL 32784	1.00	Small tree and vines growing on south side/fence
7 - Ft. McCoy	11575 NE 146th PL Ft. McCoy, FL 32134	3.16	Trees/shrubs due to size and number of trees; large/tall hedges lining 3 sides of property
9 - Orange Lake	18945 N US Hwy 441 Reddick, FL 32686	1.21	Trees/shrubs - require some trimming
10 - The Villages	8220 SE 165th Mulberry LN The Villages, FL 32162	1.00	Heavy oak trees around outside property/hedges around building and property
11 - N. Marion	12250 NW Gainesville RD Reddick, FL 32686	2.03	Trees/shrubs due to trees (back/south side)
12 - Meadowood Farms	120 NW 110th AVE Ocala, FL 34482	1.85 (prop appraiser)	1 acre to mow; 100' of 4-6' tall hedges, 60' shrubs, small-medium trees/vegetation
15 - Salt Springs	14463 NE 250th AVE Salt Springs, FL 32134	0.75	small amount of mowing with 200' of medium hedges
16 - Shady	7151 S Magnolia AVE Ocala, FL 34476	1.50	No landscaping; medium trees on perimeter of grounds; large drain field behind station
17 - Silver Springs Shores	2122 Pine RD Ocala, FL 34472	3.00	1.5 acres to landscape; annual trimming/maint. of trees on fence line;

			mow retention pond; lawn mowing takes 2 people approx. 1 hour.
18 - Belleview	11941 SE 55th AVE RD Belleview, FL 34420	1.50	Shrubs in front/back/side; trees and brush on perimeter of property
19 - Sparr	13323 NE Jacksonville RD Citra, FL 32113	3.00	Trees/shrubs; light hedges with heavy trees in back and side of station
20 - Golden Ocala	3600 NW 70th AVE Ocala, FL 34482	1.64	Trees/shrubs minimal; flower beds/hedge in front and sides
21 - Friendship	7884 SW 90th ST Ocala, FL 34476	2.00	Trees/palms need trimming mostly targeting rear of station; bushes in front need trimming
24 - Marion Oaks	102 Marion Oaks LN Ocala, FL 34473	2.00	Several tall trees and bushes
26 - Electra	5420 SE 180th AVE RD Ocklawaha, FL 32179	4.00	3 acres to mow; hedges in front and on side
27 - Weirsdale	16355 S Hwy 25 Weirsdale, FL 32195	0.83	Small lot with sporadic hedges north of building
28 - Rolling Greens	5907 Cherry RD Ocala, FL 34472	1.45	Trees trim 2x per year; shrubs, beds, grass with much landscaping and weed control
30 - Spruce Creek	7900 SE 135th ST Summerfield, FL 34491	9.13	Large lot and hedges by dumpster/trees on both sides of station needing annual maintenance
31 - Ray Lloyd Jr.	11240 SW Hwy 484 Dunnellon, FL 34432	3.00	Surrounded by flower beds/small hedges; few trees
32 - Liberty	11350 SW 49th AVE Ocala, FL 34476	1.00	300' of 6' tall hedges requiring ladders 2x/year; hedges by dumpster; underbrush around trees

5.0 FREQUENCY OF SERVICING

5.1 SERVICE SCHEDULE – Estimated 38 services per year

- Winter Schedule (October 1st – March 31st) 2 services per month,
- Summer Schedule (April 1st –September 30th) 4 services per month,

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, flat top minimum, 4 times per year. The height shall not exceed the bottom of the window sill. All shrubs including crepe myrtles must be trimmed a min. of 4 times 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 – FEE Schedule

Station	QTY	UNIT	UNIT COST
1 - Anthony	1	EA	\$ 65.00
2 - Citra	1	EA	\$ 50.00
4 - E. Marion	1	EA	\$ 46.50
6 - South Forest	1	EA	\$ 45.00
7 - Ft. McCoy	1	EA	\$ 65.00
9 - Orange Lake	1	EA	\$ 45.00
10 - The Villages	1	EA	\$ 55.00
11 - N. Marion	1	EA	\$ 57.50
12 - Meadowood Farms	1	EA	\$ 75.00
15 - Salt Springs	1	EA	\$ 70.00
16 - Shady	1	EA	\$ 125.00
17 - Silver Springs Shores	1	EA	\$ 65.00
18 - Belleview	1	EA	\$ 135.00
19 - Sparr	1	EA	\$ 45.00
20 - Golden Ocala	1	EA	\$ 96.50
21 - Friendship	1	EA	\$ 87.50
24 - Marion Oaks	1	EA	\$ 87.50
26 - Electra	1	EA	\$ 47.50
27 - Weirsdale	1	EA	\$ 47.50
28 - Rolling Greens	1	EA	\$ 155.00
30 - Spruce Creek	1	EA	\$ 155.00
31 - Ray Lloyd Jr.	1	EA	\$ 165.00
32 - Liberty	1	EA	\$ 71.50