

## 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 **Southern Lawn Care Mid Florida, Inc.**, located at 13900 N.E. 41st Ter, Anthony, FL 32617, possessing FEIN# 27-4898723 (hereinafter referred to as "CONTRACTOR") under seal for the Mowing Maintenance for Baseline Landfill and Recycling Centers, (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 19, 2024 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 Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County #24B-099 - Mowing Maintenance for Baseline Landfill and Recycling Centers, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.**

Should any conflict arise between the Contract Documents and this Agreement, the terms of this Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and 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 herein) shall commence upon Board approval; and shall be valid for a term of two (2) years, ending March 31, 2026 (the "Term"). Pending mutual agreement, two (2) annual renewal options are available. 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 for all performance obligations of CONTRACTOR. The Work may be presumed abandoned after ninety (90) calendar 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) calendar days.

**Section 5 – Scope of Services.** CONTRACTOR shall complete the scope of services for the project 24B-099 Mowing Maintenance for Baseline Landfill and Recycling Centers, per the Contract Documents, Exhibit A – Scope of Work, and within the Term.

**Section 6 - Compensation.** The COUNTY shall make payment to CONTRACTOR under COUNTY's established procedure, the timeframe as identified in the Exhibit A- Scope of Work, hereto and according to the Schedule of Values below. There are no provisions for price increase during the term.

[THIS PORTION INTENTIONALLY LEFT BLANK]

ITEM	DESCRIPTION	ACRES	Cost Per Acre
1	Baseline Common Areas	9.1	\$ 34.00
2	Baseline RecyclingCenter	0.5	\$ 34.00
3	Blitchton RecyclingCenter	1.0	\$ 34.00
4	Canal Recycling Center	1.7	\$ 34.00
5	Citra Recycling Center	1.8	\$ 34.00
6	Davis Recycling Center	1.25	\$ 34.00
7	Dunnellon RecyclingCenter	3.0	\$ 34.00
8	Martel Recycling Center	2.25	\$ 34.00
9	Newton RecyclingCenter	3.5	\$ 34.00
10	Orange Lake RecyclingCenter	2.05	\$ 34.00
11	Orange Springs Recycling Center	1.8	\$ 34.00
12	Salt Springs Recycling Center	1.5	\$ 34.00
13	Scrambletown Recycling Center	1.9	\$ 34.00
14	FL Highlands RecyclingCenter	1.6	\$ 34.00
15	South Forest RecyclingCenter	0.6	\$ 34.00
16	Forest Corner Recycling Center	1.0	\$ 34.00
17	Fort McCoy Recycling Center	1.0	\$ 34.00
18	Weirsdale Recycling Center	0.5	\$ 34.00
19	Wright Road RecyclingCenter	1	\$ 34.00

**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 transfer, assign or 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@marionfl.org](mailto:publicrelations@marionfl.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. This Section shall survive the termination of this Agreement.

**Section 13 – Indemnification.** CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by this Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR 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 this Agreement.

**Section 14 – 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. 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 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.
- CONTRACTOR, 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.
- 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 CONTRACTOR does not own vehicles, CONTRACTOR 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 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, 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, CONTRACTOR shall replace the same or be returned to original state 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. This Section shall survive the termination of this Agreement.

**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 – E-Verify, pursuant to Section 448.095, F.S.** 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 CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. 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 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 CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR 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 CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR 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 CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h) CONTRACTOR 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) CONTRACTOR 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 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, severe floods, epidemics and pandemics.

**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, pursuant to Section 287.135, F.S.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR 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, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR 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 CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 24 – Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, 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 this Agreement.

**Section 25 – On-Going Compliance.** The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 26 – 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 27 – 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 28 – Notices.** Except as otherwise provided herein, all written communication between the Parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the Party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

**CONTRACTOR:** Southern Lawn Care Mid Florida, Inc.  
13900 N.E. 41st Ter, Anthony, FL 32617  
**CONTACT PERSON:** Tim McQuaig | 352-304-3921

**COUNTY:** Marion County Solid Waste  
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@marionfl.org](mailto:procurement@marionfl.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: [kawboy32x@gmail.com](mailto:kawboy32x@gmail.com) and [quad32x@yahoo.com](mailto:quad32x@yahoo.com). Designation signifies CONTRACTOR'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-ATTEST:

Greg C. Hill 3/19/2024  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

DIVISION OF THE STATE OF FLORIDA  
Michelle Stone 3/19/2024  
MICHELLE STONE DATE  
CHAIR

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

BCC APPROVED: March 19, 2024  
24B-099 | Mowing Maintenance for Baseline Landfill and Recycling Centers

For: Matthew G. Minter 2/26/24  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

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WITNESS:

SOUTHERN LAWN CARE MID FLORIDA, INC.

Leslie Cook  
SIGNATURE  
Leslie Cook  
PRINTED NAME

Tim McQuig 3-20-24  
BY: DATE  
PRINTED: Tim McQuig  
President  
ITS: (TITLE)

WITNESS:

Terry E. Stewart  
SIGNATURE  
Terry E. Stewart  
PRINTED NAME

## SCOPE OF WORK EXHIBIT A

The work specified in this scope of service consists of the maintenance mowing of grassed or vegetated areas at Baseline Landfill and 18 recycling centers, to include road easements, drainage swales, and retention pond sites with the use of high production mowing equipment within each designated site. Maintenance mowing includes trimming around structures such as buildings, pipe ends, monitoring wells, stormwater discharge structures, and fence lines. Hand labor may be required to perform the specified work in certain areas or during certain times. The contractor shall provide a complete proposal of their plan for accomplishing the required work prior to execution of the contract, to include a list of the equipment and labor to be utilized. The means to accomplish the work as specified shall be determined by the contractor and is subject to approval by the Solid Waste Director and/or his designee.

These specifications are intended to describe mowing maintenance required for the Baseline Landfill common areas and the 18 recycling centers located throughout Marion County. The total base proposal for this project will consist of mowing approximately nine (9) acres of area at the Baseline Landfill (Common Areas), and approximately 27.95 acres more or less for the 18 recycling center locations for the Marion County Solid Waste Department, as identified in Tables 1 and 2. A mowing cycle is defined as a completed round of maintenance mowing of a defined site area of the landfill or recycling centers in accordance with Tables 1 and 2 included in this Bid, and as identified by the Director and/or his designee. However, the county reserves the right to make changes to Tables 1 and 2 as necessary, which includes, but is not limited to increasing and/or decreasing the number of acres to be completed per cycle, or changing the minimum or maximum number of cycles for any site during a year. The Solid Waste Director and/or his designee will be the authorized representative of the Marion County Solid Waste Department.

### 1. Types of Mowing Areas:

Landfill site mowing encompasses the routinely mowed common areas of the landfill, stormwater retention ponds, retention pond bottoms, various width grass swales and similar areas conducive to the use of high production equipment. It is the responsibility of the contractor to inspect the mowing conditions and determine which type of equipment is necessary prior to submitting a proposal. Pre-authorization to inspect any of the designated areas and/or recycling centers can be accomplished contacting the Solid Waste Department at (352) 671-8465.

Recycling center mowing includes the routine mowed areas of each of the 18 sites, the storm water retention ponds (sloped sides and bottoms) and the easement areas into the sites from county or state roads. Table 1 lists the anticipated landfill common area to be mowed with acreage. The recycling centers with location addresses are listed on Table 2. The contractor shall be responsible for mowing or trimming around routine objects, such as signs, trees, pipes, etc. The means to perform this work shall be determined by the contractor and is subject to the approval of the Solid Waste Director and/or his designee. Bid shall include the mowing of the right-of-ways adjacent to the Baseline Landfill and recycling centers including the 66th Street right-of-way from Baseline Road back to the Landfill property line outside of the southern boundary fence and all storm water ponds that are included in the per acre price. This right-of-way is described as the area between the sites' property line and the edge of pavement, or the sites' grassed edge up to a tree.

Line or fence and may vary in width from  $\pm 5$  feet to  $\pm 30$  feet. This area shall not be paid for as additional acreage. It is anticipated that some of these right-of-way areas may not need to be maintained due to their location along maintained roads. The contractor will always receive payment for the identified areas upon satisfactory completion of mowing maintenance. If in the contractor's opinion, a drainage retention area (DRA) cannot be mowed, the contractor must contact the Director and/or his designee prior to mowing/trimming the adjacent right-of-way. The county reserves the right to direct the contractor to skip a location on a case-by-case basis.

## **2. Frequency of Mowing:**

The mowing areas specified represent the type of mowing to be accomplished. The area and limits of mowing is the platted limits of landfill, recycling centers, storm water ponds and easements. The contractor shall mow up to the limits owned or controlled by the county and around existing appurtenances located within the sites as directed by the Director and/or his designee.

The Director and/or his designee shall determine the type of mowing, when to begin each mowing cycle, and the total number of cycles. There could be 41 mowing and trimming cycles of the flat common ground at the Baseline Facility and the recycling centers during the year. Any discrepancies or disagreements concerning the quantity or limits of mowing shall be mutually resolved prior to beginning work in any area.

The cycles will be performed a total of forty-one (41) times per year, consisting of once every two (2) weeks for the months of November through March, and once (1) per week for the months of April through October. A commencement notice for subsequent cycles will be issued by the Director and/or his designee fourteen (14) days in advance. If there are any issues with the start date, the contractor must notify the Director and/or his designee a minimum of seven (7) days prior to any start date.

## **3. Equipment:**

The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If, in the opinion of the Director and/or his designee the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Director and/or his designee.

All equipment will be inspected and approved by the Director and/or his designee before it is placed into service. If at any time the Director and/or his designee determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, the equipment shall not be placed back into service until the deficiency is corrected to the satisfaction of the Director and/or his designee. Inspection and approval of the contractor's equipment by the Director and/or his designee shall not relieve the contractor of the 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 satisfactory completion of the mowing cycle.

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. Equipment which damages curbs, pavement, or turf will not be allowed. All factory installed safety devices must not be removed from any equipment to avoid injury to personnel, residents, or structures.

Equipment type required to satisfactorily complete the contract at a minimum are: Truck to haul equipment; tractors and/or finish mowers; weed eaters and necessary personnel to complete the job to the standards of this scope of service. Equipment will be inspected prior to the start of the job.

## **4. Method of Operation:**

The contractor shall furnish all labor, equipment, fuel and materials to perform all operations necessary to complete this work in strict accordance with these specifications. The initial cutting cycle, and all subsequent cycles shall follow the pattern established and approved in the contractor's work plan, unless the Director and/or his designee changes or specifically authorizes the contractor to change the pattern.

Mowing shall be performed Monday through Sunday, between the hours of 7:00 AM to 5:00 PM only. Work done during unauthorized times is subject to non-payment.

Each mowing cycle is to be completed in its entirety prior to beginning another cycle. When work by county forces, other contractors, or weather conditions of a temporary nature prevent the mowing contractor from cutting

any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director and/or his designee may require the contractor to cut these areas as part of the cycle without additional compensation or penalty for exceeding the time allowed.

Grassed areas that are normally mowed which are saturated to the point where, in the opinion of the Director and/or his designee, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. The contractor will exercise good judgment and not wait for Director and/or his designee to say an area is too wet to mow. These areas shall be mowed at subsequent times as determined by the Director and/or his designee.

Any spillage of hazardous chemicals or materials and/or wastes must be reported immediately to the Director and/or his designee. The spill must be immediately cleaned up by the contractor in accordance with all Local, State and Federal Regulations.

#### **5. Quality:**

All grass and vegetation shall be cut down to a height of not more than 4-inches, unless otherwise directed by the Director and/or his designee with no streaks or scalping of the areas mowed.

Mowing areas of different widths shall be connected with smooth flowing transitions. The use of hand tools, such as weed eaters, when used on slopes or around appurtenances shall comply with a 4-inch minimum height requirement. All hard edges must be clean edged. Completed areas will be reviewed for quality and acceptance by the Director and/or his designee. Areas determined to be unsatisfactory by the Director and/or his designee shall be re-serviced at no additional cost to the county. Areas requiring re-servicing shall be completed within the prescribed cutting cycle time.

#### **6. Method of Measurement:**

The quantities to be paid under this section shall be the number of measured acres mowed, completed, and accepted. Areas mowed by others shall be excluded from the quantities to be paid under this section.

#### **7. Basis of Payment:**

Payment shall be full compensation for furnishing all equipment, materials, labor, maintenance of traffic and all incidentals necessary to complete all maintenance mowing operations specified. The contractor shall be compensated for each cycle at the unit price per acre times the actual measured acres to the nearest tenth (0.1), completed and accepted as satisfactory by the county. The contractor can only request, and will only be paid, at the end of a mowing cycle (all landfill areas and recycling center sites serviced to the satisfaction of the county). Requests for partial payments will not be accepted.

The quantities of work in this contract will vary due to changes in areas of exclusion, weather conditions, and limit of construction, regeneration areas, and other indeterminate variables. Therefore, the amount of required encumbered funds for this contract shall not be less than the amount determined by the Director and/or his designee necessary to complete the anticipated quantity of work for the current contract period. This amount may be less than the amount required to complete the total amount of work listed in accordance with this scope of service and the mowing cycles.

#### **SOLID WASTE MAINTENANCE MOWING REQUIREMENTS:**

Mowing to be performed with a field mower capable of mowing grass and overgrown vegetation that when complete is even and smooth in appearance no more than four (4) inches in height.

**TABLE 1: BASELINE LANDFILL COMMON AREAS**

Mowing Maintenance of Baseline Landfill (Common Areas) will include the flat areas, 66th Street right-of-way, Administration Building grounds, Transfer Station grounds, Scale, Roadways, Hazardous Waste office grounds area, leachate storage tank area. Requires mowing and weed eater trimming around Buildings, structures, pipe ends, discharge structures, landfill monitoring wells, landscape, fences, etc. The frequency would be 41 cycles per year.

**Locations Table 1**

Baseline Landfill Common Areas	5601 SE 66 <sup>th</sup> Street Ocala, FL 34480	9.1 Acres
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**TABLE 2: (18) SOLID WASTE RECYCLE CENTERS**

This table lists the mowing maintenance of each of the 18 recycling centers throughout Marion County. The frequency would be 41 cycles per year.

Mowing Frequency - 41 cut cycles per year

18 recycling center sites

TOTAL AREA FOR MOWING REQUIREMENTS: 27.95 Acres

**Locations Table 2**

Center Location	Address	Acres
Baseline Recycling Center	5601 SE 66 Street Ocala, FL 34480	0.5
Blitchton Recycling Center	13247 N. Hwy 27 Ocala, FL 34478	1.0
Canal Recycling Center	457 SE 110 <sup>th</sup> Street Ocala, FL 34480	1.7
Citra Recycling Center	17780 NE 19 <sup>th</sup> Court, Citra, FL 32113	1.8
Davis Recycling Center	11307 SE 128 <sup>th</sup> Place Rd, Ocklawaha, FL 32179	1.25
Dunnellon Recycling Center	4232 S. US Hwy 41 Dunnellon, FL 34432	3.0
Martel Recycling Center	296 SW 67 <sup>th</sup> Ave Rd, Ocala, FL 34474	2.25
Newton Recycling Center	1750 NW 100 <sup>th</sup> Street Ocala, FL 34475	3.5
Orange Lake Recycling Center	18290 NW 53 <sup>rd</sup> Court Road Orange Lake, FL 32681	2.05
Orange Springs Recycling Center	11095 E. Hwy 318 Orange Springs, FL 32182	1.8
Salt Springs Recycling Center	13580 NE 203 <sup>rd</sup> Ave Rd Salt Springs, FL 32134	1.5
Scrambletown Center	15810 NE Hwy 314 Silver Springs, FL 34488	1.9
FL Highlands Recycling Center	8390 SW 150 <sup>th</sup> Street Dunnellon, FL 34432	1.6
South Forest Recycling Center	15480 SE 182 <sup>nd</sup> Ave Rd, Umatilla, FL 32784	0.6
Forest Corner Recycling Center	950 S. Hwy 314A, Ocklawaha, FL 34488	1.0
Fort McCoy Recycling Center	12195 E. Hwy 316 Fort McCoy, FL 32134	1.0
Weirsdale Recycling Center	13535 SE 164 <sup>th</sup> Street Weirsdale, FL 32195	0.5
Wright Road Recycling Center	11190 NW 90 <sup>th</sup> Avenue, Reddick, FL 32686	1