

## 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 **Extreme Enterprises of Marion County, Inc.**, located at 2350 NE 40th Street, Ocala, FL 34479, possessing FEIN# 20-0079563 (hereinafter referred to as “CONTRACTOR”) under seal for the Marion County Combined Mowing & Litter, (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 April 1, 2025 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 #25B-082 - Marion County Combined Mowing & Litter, 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 the Agreement, the terms of the Agreement shall govern.

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

**Section 4 – Term.** The contract shall be effective upon Board approval for an initial term of three (3) years, ending April 30, 2028 (the "Term"). Two (2) one-year renewal terms will be available upon mutual written agreement. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. 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 25B-082 Marion County Combined Mowing & Litter, per the Contract Documents, Exhibit A – Scope of Work hereto, and within the Term.

**Section 6 - Compensation.** COUNTY shall make payment per schedule of values, Exhibit B – Schedule of Values, (the “Agreement Price”), to CONTRACTOR under COUNTY’s established procedure and according to the schedule set forth in the Schedule of Values, Exhibit B hereto. There shall be no provisions for pricing adjustments during the Term.

**Section 7 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or

cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

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

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

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

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

**Section 12 – Public Records Compliance**

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

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

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

**Email: [publicrelations@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 the 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 the 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 the 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 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.
- The Contractor/Vendor, 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 Contractor/Vendor does not own vehicles, the Contractor/Vendor 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 the 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.

Beginning January 1, 2021, 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 and severe floods.

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

**Section 23 - Scrutinized Companies, 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 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 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 the Agreement.

**Section 25 – 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 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: Extreme Enterprises of Marion County, Inc.  
 2350 NE 40th Street, Ocala, FL 34479  
 CONTACT PERSON: | 352-427-4974

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

**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
 Marion County Procurement Services Department  
 2631 SE 3rd St., Ocala, FL 34471



**SCOPE OF WORK  
EXHIBIT A**

**MARION COUNTY'S FINISH MOWING SPECIFICATIONS**

SCOPE OF WORK:

- 1.0 This contract will encompass finish mowing, string trimming, blowing, edging, herbicide application, and trash/litter pick up and removal. The specification of each function is detailed in the sub-sections below. The provisions contained in this section are intended to complement, supplement, or modify the Invitation/instructions to Bidders and the Proposal Specifications, and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern. The Contractor shall provide all supervision, labor, equipment, fuel, tools and transportation required to complete the work.
- 2.0 The County will provide a complete list of routes/roads including quantities that are a part of the contract. The County will also provide one (1) complete set of maps listing the work locations. If the work locations change during the course of the contract, the County will provide an updated routes/roads list and maps.

TIMEFRAME:

- 3.0 The contract will be for fourteen (14) full cycles per calendar. Each cycle will have 14 calendar days. The Contractor shall commence work on the first day of April each year and ending on the listed calendar dates below. Calendar cycles are:
  - April 1 to April 13
  - April 14 to April 27
  - April 28 to May 11
  - May 12 to May 25
  - May 26 to June 8
  - June 9 to June 22
  - June 23 to July 6
  - July 7 to August 20
  - August 21 to September 3
  - September 4 to September 17
  - September 18 to October 1
  - October 2 to October 15
  - October 16 to October 29
  - October 30 to November 12

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

- November 13 to January 10
- January 11 to March 5

- 4.0 Additional cycles may be required as needed, at the same unit cost. The County may grant time extensions to the Contractor for inclement weather or unforeseen circumstances, when timely notice is

provided by the Contractor.

#### FINISH MOWING:

- 5.0 The Contractor shall mow the roadsides, rights-of-way's and medians. The areas and limits of the mowing include the complete County Maintained right-of-way (ROW) which typically has been previously established and is distinguishable in the field by established mowed areas, natural tree line, fence lines, power lines etc. Where not distinguishable, the County will provide direction. The areas and limits of mowing may include sidewalk, shared use paths, signs, and poles and other obstacles. Contractor is responsible for all mowing and litter up to and around each obstacle within the County Maintained ROW.
- 6.0 The vegetation for finish mowing shall be mowed to a height not to exceed three inches (3") plus or minus ½ inch and not less than two inches (2") plus or minus ½ inch to avoid scalping. Each mowing cycle shall be completed in its entirety prior to beginning another cycle. It is the responsibility of the Contractor to inspect the conditions of the work area and determine the necessary equipment, prior to submitting a proposal.
- 7.0 Mowing areas of different widths shall be connected with smooth flowing curve transitions. All mowing shall be performed in such a manner to result in a stand of grass or vegetation cut uniformly with no streaks (when several passes are required i.e. on wide ROW's a six (6") to twelve (12") overlap into cut area may be required to ensure no streaking.) The accumulation or the piling (wind row) of cuttings will not be permitted. Where landscaping has been established or natural landscaping has been preserved, mowing shall occur to the established mowing contours. Should inclement weather interfere with the scheduled work, the Contractor must contact the County's representative and provide an alternate work schedule. The work shall be performed on both sides of the ROW on every cycle.

#### INVASIVE PLANT SPECIES:

- 8.0 In an effort to reduce the unwanted propagation of invasive plants species within the County ROW, the Contractor shall make a good faith effort to clean their equipment including the mowing decks and blades after they have encountered a concentrated area containing invasive plants species of any kind. Examples of invasive plants species include Cogon grass, Ragweed, Sandspur, Vaseygrass, Castor Bean, Spanish Needle, Johnsongrass, Maiden Cane, Crowsfoot, Broomsedge, Rhodesgrass, Tropical Soda Apple, Dogfennel, Goosegrass, etc.

#### STRING-TRIMMING:

- 9.0 The Contractor shall perform string-trimming within the right-of-way around all objects, natural or manmade and areas not accessible by a mower. String trimming height shall be the same as mowed height. All guardrail, handrail, signs, poles, obstructions and trees that are not in large beds shall be string trimmed around. Scalping of turf or girdling of trees will not be accepted. The work shall be performed on both sides of the right-of-way on every cycle.

#### EDGING:

- 10.0 The Contractor shall perform edging on all sidewalks, curbs, shrub beds and seating walls. All edging debris shall be removed and hauled away by the end of the workday. The work shall be performed on both sides of the right-of-way on every cycle.

#### HERBICIDE:

- 11.0 The Contractor may apply herbicide to areas that are approved by the County where high production equipment are inaccessible and / or labor intensive. There will be no additional compensation for this task. The Contractor is responsible for following all local, State and Federal rules, laws and regulations.

The Contractor must be licensed to apply the herbicide. The Contractor must provide the County with a Material Safety Data Sheet (MSDS) for the product they plan to use. The use of dye in herbicides is not prohibited, but any staining of County structures will be considered damage caused by the Contractor.

#### BLOWING:

12.0 After the mowing is completed, the roadways shall be kept free of vegetation and/ or debris. The Contractor will be responsible for blowing the roadways as needed in order to keep a safe, clean and neat appearance. This includes all roadways listed on the route. No debris or grass clippings will be left in the roadway or curb and gutter area after mowing. The grass clippings in the roadway or curb line shall be blown back towards the mowing area so not to have grass clippings go into the storm drain system or left in the roadway. The work shall be performed on both sides of the right-of-way on every cycle, as needed.

#### TRASH/LITTER REMOVAL:

13.0 The Contractor shall be responsible during the work cycle for the pickup and removal from the right- of-way of any obstacle and/or debris that are one (1) square inch to one (1) cubic yard – such as, paper, cardboard, wood, tires, cans, and other items not considered grass or native to the mowing area. Trees and/ or tree limbs up to six (6”) inches in diameter and six (6’) feet in length shall also be removed by the Contractor. Objects in the mowing area that are greater than the listed specifications, the contractor shall notify the County’s representative within 24 hours and the County will schedule collection of such objects. In such cases, the contractor shall continue mowing around larger objects. Failure to perform this task will result in the suspension of all work until compliance is achieved. Suspension of the work will be lifted upon verification of the litter/debris removal by County’s representative.

#### COMPLETION AND INSPECTION:

14.0 A daily progress report shall be electronically sent by the Contractor to the County’s representative listing the completed work, and scheduled work for the following day. The County’s representative shall inspect the Contractors completed work following notification by the Contractor to verify compliance. The County’s representative will identify any deficiencies that need to be corrected and provide the contractor with a service request identifying the location and the nature of the deficiency.

#### SERVICE REQUESTS:

15.0 County generated service requests will be the primary method of notifying the contractor of work deficiencies and/or areas needing attention. The contractor shall have seven (7) calendar days from notification to complete a standard request. The Contractor shall have 24-hours from notification to complete a line-of-sight, safety hazard request. All service requests will be sent to the contractor via email. The County may also notify the Contractor via telephone of requests. Once the Contractor has completed the service request, the Contractor shall notify the County within 24-hours. All services shall be performed by the Contractor to the satisfaction of the County’s representative. Payment may be delayed or withheld if the work has not been completed in accordance with the contract, or in its entirety.

#### EQUIPMENT:

16.0 All equipment shall be commercial grade, high production. At the start of the contract, all equipment will be inspected and approved by the County before it is placed into service. Any new equipment that is brought into service after the start of the contract, must first be inspected and approved by the County before it is placed in service. All equipment will be subject to random inspections by the County. All equipment shall be in good working order, properly equipped with safety appurtenances. All equipment

shall be equipped with a slow-moving vehicle sign located on the rear of the unit, an amber flashing light or white strobe light shall be mounted on the unit. Protective devices on the mowing equipment to prevent objects from being thrown into traffic will be required. If the County determines that the equipment is deficient in safety devices or any other manner, the Contractor will be notified immediately, and the Contractor shall remove defective equipment from service until the deficiency is corrected to the satisfaction of the County.

- 17.0 Inspection of the equipment by the County will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

#### MAINTENANCE OF TRAFFIC:

- 18.0 The Maintenance of Traffic (MOT) is not a pay item. It shall be the responsibility of the Contractor to provide and comply with the most current FDOT standards for Uniform Traffic Control Devices for Streets and Highways for worker, vehicle and pedestrian protection. The County will not be responsible for traffic control. The Contractor has the sole and exclusive duty for the safety of their operations. The Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to County or private property, materials, and equipment. The Contractors shall not park their vehicles or store equipment or materials adjacent to roads or medians where it may be a hazard to traffic. A clear distance of at least 30' feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the County. The Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

#### HOURS/DAYS OF OPERATION:

- 19.0 The Contractor shall only be permitted to work on authorized days between thirty (30) minutes after sun rise and thirty (30) minutes before sun set, seven (7) days per week. No work shall be performed during County observed holidays or during special events such as parades and large community functions or during inclement weather. The County representative will be available for communications during normal business hours of Monday thru Friday 8:00 AM to 5:00 PM. Likewise, the Contractor shall supply a representative for the same business hours of Monday thru Friday 8:00 AM to 5:00 PM for the duration of the contract. The representative shall be available for in-person communications and/or meetings as needed. The Contractor's representative shall contact the County's representative if there is a change in the work schedule. All correspondence shall be responded to within 24 hours. Meetings can be requested at the option of the County's representative or the Contractor. If either party requests a meeting, attendance is mandatory. To the extent possible, meetings will be scheduled seven (7) calendar days in advance. Emergency meetings shall be called as needed with no restrictions. The Contractor and County shall supply emergency contacts for all work outside of the normal business hours. This contact information shall be provided at the start of the contract and updated whenever changes occur.

#### ENVIRONMENTAL COMPLIANCE:

- 20.0 The Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, the contractor shall notify the County thereof within fifteen

(15) minutes of the event and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the County and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

GENERAL DETAILS:

- 21.0 The Contractor shall deliver all products and deliverables as stated herein. The Contractor is responsible for the professional quality, job safety, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials provided, equipment used, unless otherwise specifically provided for herein, the Contractor shall provide and pay for all materials, labor, and other facilities and / or equipment necessary for performance of the said work. The County's representative shall make a final acceptance inspection of the deliverables when completed and finished in all respects. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. The Contractor should inspect the proposed routes to become familiar with the mowing conditions prior to submitting a bid. It is in the Contractor's best interest and highly recommended for Contractor to visit the routes before submitting a bid.
- 22.0 In the event of incomplete or damaged Work caused by Contractor's failure of performance, the County may terminate this Agreement for cause. Alternatively, the County, in its sole discretion and judgment, may allow the Contractor to correct the deficiency at its expense. If the County determines that it is not in its best interest for Contractor to correct the deficiency, the County may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of County employees and deduct the cost thereof from the total compensation; (3) contract with a third party to complete the deficient work and deduct the cost thereof from the total compensation. In addition to the remedies set forth above, the County may avail itself of any statutory and/or common law remedies. Delay or failure by the County to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the County's rights or remedies for any subsequent breach of this Agreement. All deductions and remedies associated with damaged or incomplete work are separate from other reductions in payment or retainage amounts held.
- 23.0 The Contractor shall immediately report any damage to public or private property, to include damage observed upon entry to the area. Failure to report damage may result in termination of the Contract. The Contractor shall advise the County of any issues/situations that exist at the locations, including, but not limited to, vegetation or tangible property that is encroaching and hindering the said work (e.g. tree pruning); broken gates; damaged fences; washouts; bank erosion; spread of exotic grasses; presence of protected species of wildlife (e.g. gopher tortoise, burrowing owls); emergency situations; and criminal acts and/or public violations.
- 24.0 In the event of the Contractor's equipment or personnel damaging private property, the Contractor shall make a good faith effort to make contact with the property owner within twenty-four (24) hours of the event to make arrangements for repairs. The contractor is responsible for the cost of the repairs. The County is not liable for the cost. The contractor is to also notify the County's representative of the location and extent of the damage within twenty-four (24) hours for follow-up and documentation purposes. The Contractor will have a maximum of ten (10) calendar days to complete the repairs unless otherwise approved.

25.0 Decisions regarding all matters pertinent to performance of the Work shall be made with the County's representative. The Contractor shall maintain an adequate and competent professional staff. The Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, The Contractor shall furnish proof thereof. The County may, without invalidating the contract, order changes in the work consisting of additions, deletions or other alterations provided the changes are within the general scope of the contract. All such changes in the work shall be documented and shall be performed promptly by the Contractor under the applicable conditions of the contract.

CPI ADJUSTMENT:

26.0 There shall be no provisions for pricing adjustments during the Term. Pending mutual agreement, and with sufficient justification and documentation, an annual increase, following the Consumer Price Index, may be requested with the renewal, no later than 60 days prior to the anniversary date.

PAYMENTS:

27.0 The Contractor shall be paid based on the total number of centerline miles, measured to the nearest tenth (0.1) that are completed, and accepted. Likewise, the Contractor will not be paid for centerline miles that are not completed and accepted. The Contractor shall be responsible for invoicing the County on or near the last day of each month, during performance of the contract. The Contractor shall submit monthly invoices that include a complete breakdown of services performed to include, locations, labor hours, quantities of miles mowed, and the day in which they were completed as required. Backup records shall be included with each invoice for payment. Otherwise, payment for services will be delayed until documentation is submitted.

28.0 The quantities of work in this contract may vary due to changes in areas of exclusion, weather conditions, and limits of construction, regeneration areas, wildflower projects, and other indeterminate variables.

29.0 A 5% retainage would be withheld from each invoice and will be released to Contractor at the end of each fiscal year providing the work has been completed to the specifications of the Contract, and any damage claims have been resolved.

ASSIGNMENT OF CONTRACT:

30.0 The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Contract or any monies due or to become due thereunder without the written consent of the County, which consent may be granted or denied in the sole discretion of the County.

LIQUIDATED DAMAGES:

31.0 Liquidated damages will be charged for every day a cycle is behind schedule. The actual amount will be deducted from the invoice for the particular cycle that is late. If the County has previously approved a day or two extensions, that extension will be taken into consideration when liquidated damages are calculated. The amount will be calculated by the following: cost of cycle divided by days of cycle times the number of days late. Example would be: \$500.00 cycle divided by 10 days for the cycle, multiplied by 3 days behind schedule, would equal liquidated damages in the amount of \$150.00 that would automatically be deducted from the invoice.

**MARION COUNTY’S ROADSIDE, DIRT ROAD,  
AND SLOPE MOWING SPECIFICATIONS**

SCOPE OF WORK:

- 1.0 This contract will encompass roadside and slope mowing, string trimming, blowing, herbicide application and trash/litter pick up and removal. The specification of each function is detailed in the sub-sections below. The provisions contained in this section are intended to complement, supplement, or modify the Invitation/instructions to Bidders and the Proposal Specifications, and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern. The Contractor shall provide all supervision, labor, equipment, fuel, tools and transportation required to complete the work.
- 2.0 The County will provide a complete list of routes/roads including quantities that are a part of the contract. The County will also provide one (1) complete set of maps listing the work locations. If the work locations change during the course of the contract, the County will provide an updated routes/roads list and maps.

TIMEFRAME:

- 3.0 The Contractor shall commence work on the first day of April each year and ending on the listed calendar dates below depending on the cycle and style of work.
- 4.0 A contract with six (6) full cycles per calendar year shall have 36 calendar days to complete each cycle. Calendar cycles are:
  - April 1 to May 6
  - May 7 to June 11
  - June 12 to July 17
  - July 18 to August 22
  - August 23 to September 27
  - September 28 to November 2

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

- November 13 to January 10
- January 11 to March 5

- 5.0 A contract with two (2) cycles per calendar year shall have 107 calendar days to complete each cycle. Calendar cycles are:
  - April 1 to July 15
  - July 16 to October 30

- 6.0 A contract with one (1) cycle per calendar year shall have 30 calendar days to complete the cycle Calendar cycle is:
  - August 1 to August 30

7.0 Each cycle must be complete before starting a new cycle. Cycle dates may vary depending on weather conditions and upon approval of the County. Additional cycles may be required as needed, at the same unit cost. The County may grant time extensions to the contractor for inclement weather or unforeseen circumstances, when timely notice is provided by the contractor. These time extensions shall be added to the cycle period affected and shall adjust subsequent cycles start and finish dates on a day for day basis.

#### ROADSIDE AND SLOPE MOWING:

- 8.0 The Contractor shall mow the roadsides, rights-of-way's, sloped areas, and medians. The areas and limits of the mowing include the complete County Maintained right-of-way (ROW) which typically has been previously established and is distinguishable in the field by established mowed areas, natural tree line, fence lines, power lines etc. Where not distinguishable, the County will provide direction.
- 9.0 The vegetation for roadside mowing shall be mowed to a height not to exceed six inches (6") plus or minus ½ inch and not less than four inches (4") plus or minus ½ inch to avoid scalping. Each mowing cycle shall be completed in its entirety prior to beginning another cycle. It is the responsibility of the Contractor to inspect the conditions of the work area and determine the necessary equipment, prior to submitting a proposal.
- 10.0 The vegetation for slope mowing shall be mowed to a height not to exceed eight inches (8") plus or minus ½ inch and not less than four inches (4") plus or minus ½ inch to avoid scalping. Typically slope mowing encompasses areas that are three (3) foot horizontal to one (1) foot vertical or steeper. Occasionally, steeper slopes may be encountered. Slope mowing may require the use of specialized equipment. It is the responsibility of the Contractor to inspect the conditions of the work area and determine the necessary equipment, prior to submitting a proposal. Each mowing cycle shall be completed in its entirety prior to beginning another cycle.
- 11.0 Mowing areas of different widths shall be connected with smooth flowing curve transitions. All mowing shall be performed in such a manner to result in a stand of grass or vegetation cut uniformly with no streaks (when several passes are required i.e. on wide ROW's a six (6") to twelve (12") overlap into cut area may be required to ensure no streaking.) The accumulation or the piling (wind row) of cuttings will not be permitted. Where landscaping has been established or natural landscaping has been preserved, mowing shall occur to the established mowing contours. Should inclement weather interfere with the scheduled work, the Contractor must contact the County's representative and provide an alternate work schedule. The work shall be performed on both sides of the ROW on every cycle.

#### DIRT ROAD MOWING

- 12.0 The Contractor shall mow the roadsides, right-of-way's, sloped areas, and medians. The areas and limits of the mowing include the complete County Maintained right-of-way (ROW) which typically has been previously established and is distinguishable in the field by established mowed areas, natural tree line, fence lines, power lines etc. Where not distinguishable, the County will provide direction.
- 13.0 The vegetation for dirt road mowing shall be mowed to a height not to exceed six inches (6") plus or minus ½ inch and not less than four inches (4") plus or minus ½ inch to avoid scalping. Each mowing cycle shall be completed in its entirety prior to beginning another cycle. It is the responsibility of the Contractor to inspect the conditions of the work area and determine the necessary equipment, prior to submitting a proposal.
- 14.0 Mowing areas of different widths shall be connected with smooth flowing curve transitions. All mowing shall be performed in such a manner to result in a stand of grass or vegetation cut uniformly with no streaks (when several passes are required i.e. on wide ROW's a six (6") to twelve (12") overlap into cut area may be required to ensure no streaking.) The accumulation or the piling (wind row) of cuttings will not be permitted. Where landscaping has been established or natural landscaping has been preserved, mowing shall occur to the established mowing contours. Should inclement weather interfere with the

scheduled work, the Contractor must contact the County's representative and provide an alternate work schedule. The work shall be performed on both sides of the ROW on every cycle.

#### INVASIVE PLANT SPECIES:

15.0 In an effort to reduce the unwanted propagation of invasive plants species within the County ROW, the Contractor shall make a good faith effort to clean their equipment including the mowing decks and blades after they have encountered a concentrated area containing invasive plants species of any kind. Examples of invasive plants species include Cogon grass, Ragweed, Sandspur, Vaseygrass, Castor Bean, Spanish Needle, Johnsongrass, Maiden Cane, Crowsfoot, Broomsedge, Rhodesgrass, Tropical Soda Apple, Dogfennel, Goosegrass, etc.

#### STRING-TRIMMING:

16.0 The Contractor shall perform string-trimming within the right-of-way around all objects, natural or manmade and areas not accessible by a mower. String trimming height shall be the same as mowed height. All guardrail, handrail, signs, poles, obstructions and trees that are not in large beds shall be string trimmed around. Scalping of turf or girdling of trees will not be accepted. The work shall be performed on both sides of the right-of-way on every cycle.

#### HERBICIDE APPLICATION:

17.0 The Contractor may apply herbicide to areas that are approved by the County where high production equipment are inaccessible and / or labor intensive. There will be no additional compensation for this task. The Contractor is responsible for following all local, State and Federal rules, laws and regulations. The Contractor must be licensed to apply the herbicide. The Contractor must provide the County with a Material Safety Data Sheet (MSDS) for the product they plan to use. The use of dye in herbicides is not prohibited, but any staining of County structures will be considered damage caused by the Contractor to be repaired at the Contractor's expense.

#### BLOWING:

18.0 After the mowing is completed, the roadways shall be kept free of vegetation and/ or debris. The Contractor will be responsible for blowing the roadways as needed in order to keep a safe, clean and neat appearance. This includes all roadways listed on the route. No debris or grass clippings will be left in the roadway or curb and gutter area after mowing. The grass clippings in the roadway or curb line shall be blown back towards the mowing area so not to have grass clippings go into the storm drain system or left in the roadway. The work shall be performed on both sides of the right-of-way on every cycle, as needed.

#### TRASH/LITTER REMOVAL:

19.0 The Contractor shall be responsible during the work cycle for the pickup and removal from the right-of-way of all obstacles and/or debris that are one (1) square inch to one (1) cubic yard – such as, paper, cardboard, wood, tires, cans, and other items not considered grass or native to the mowing area. Trees and/ or tree limbs up to six (6") inches in diameter and six (6') feet in length shall also be removed by the Contractor. Objects in the mowing area that are greater than the listed specifications, the contractor shall notify the County's representative within 24 hours and the County will schedule collection of such objects. In such cases, the contractor shall continue mowing around larger objects. Failure to perform this task will result in the suspension of all work until compliance is achieved. Suspension of the work will be lifted upon verification of the litter/debris removal by County's representative.

## COMPLETION AND INSPECTION:

20.0 A daily progress report shall be electronically sent by the Contractor to the County's representative listing the completed work, and scheduled work for the following day. The County's representative shall inspect the Contractor's completed work following notification by the Contractor to verify compliance. The County's representative will identify any deficiencies that need to be corrected and provide the contractor with a service request identifying the location and the nature of the deficiency.

## SERVICE REQUESTS:

21.0 County generated service requests will be the primary method of notifying the contractor of work deficiencies and/or areas needing attention. The Contractor shall have seven (7) calendar days from notification to complete a standard request. The Contractor shall have 24-hours from notification to complete a line-of-sight or other safety hazard requests. All service requests will be sent to the contractor via email. The County may also notify the Contractor via telephone of requests. Once the Contractor has completed the service request, the Contractor shall notify the County within 24-hours. All services shall be performed by the Contractor to the satisfaction of the County's representative. Payment may be delayed or withheld if the work has not been completed in accordance with the contract, or in its entirety.

## EQUIPMENT:

22.0 All equipment shall be commercial grade, high production. At the start of the contract, all equipment will be inspected and approved by the County before it is placed into service. Any new equipment that is brought into service after the start of the contract, must first be inspected and approved by the County before it is placed in service. All equipment will be subject to random inspections by the County. All equipment shall be in good working order, properly equipped with safety appurtenances. All equipment shall be equipped with a slow-moving vehicle sign located on the rear of the unit, an amber flashing light or white strobe light shall be mounted on the unit. Protective devices on the mowing equipment to prevent objects from being thrown into traffic will be required. If the County determines that the equipment is deficient in safety devices or any other manner, the Contractor will be notified immediately, and the Contractor shall remove defective equipment from service until the deficiency is corrected to the satisfaction of the County.

23.0 Inspection of the equipment by the County will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

## MAINTENANCE OF TRAFFIC:

24.0 The Maintenance of Traffic (MOT) is not a pay item. It shall be the responsibility of the Contractor to provide and comply with the most current FDOT standards for Uniform Traffic Control Devices for Streets and Highways for worker, vehicle and pedestrian protection. The County will not be responsible for traffic control. The Contractor has the sole and exclusive duty for the safety of their operations. The Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to County or private property, materials, and equipment. The Contractors shall not park their vehicles or store equipment or materials adjacent to roads or medians where it may be a hazard to traffic. A clear distance of at least 30' feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the County. The Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

## HOURS OF OPERATION:

25.0 The Contractor shall only be permitted to work on authorized days between thirty (30) minutes after sun rise and thirty (30) minutes before sun set, seven (7) days per week. No work shall be performed during County observed holidays or during special events such as parades and large community functions or during inclement weather. The County representative will be available for communications during normal business hours of Monday thru Friday 8:00 AM to 5:00 PM. Likewise, the Contractor shall supply a representative for the same business hours of Monday thru Friday 8:00 AM to 5:00 PM, for the duration of the contract. The representative shall be available for in-person communications and/ or meetings as needed. The Contractor's representative shall contact the County's representative if there is a change in the work schedule. All correspondence shall be responded to within 24 hours. Meetings can be requested at the option of the County's representative or the Contractor. If either party requests a meeting, attendance is mandatory. To the extent possible, meetings will be scheduled seven (7) calendar days in advance during normal business hours. Emergency meetings shall be called as needed with no restrictions. The Contractor and County shall supply emergency contacts for all work outside of the normal business hours. This contact information shall be provided at the start of the contract and updated whenever changes occur.

## ENVIRONMENTAL COMPLIANCE:

26.0 The Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, the contractor shall notify the County thereof within fifteen (15) minutes of the event and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the County and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

## GENERAL DETAILS:

27.0 The Contractor shall deliver all products and deliverables as stated herein. The Contractor is responsible for the professional quality, job safety, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials provided, equipment used, unless otherwise specifically provided for herein, the Contractor shall provide and pay for all materials, labor, and other facilities and / or equipment necessary for performance of the said work. The County's representative shall make a final acceptance inspection of the deliverables when completed and finished in all respects. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. The Contractor should inspect the proposed routes to become familiar with the mowing conditions prior to submitting a bid. It is in the Contractor's best interest and highly recommended for Contractor to visit the routes before submitting a bid.

28.0 In the event of incomplete or damaged Work caused by Contractor's failure of performance, the County may terminate this Agreement for cause. Alternatively, the County, in its sole discretion and judgment, may allow the Contractor to correct the incomplete or damaged work at the Contractor's expense. If the County determines that it is not in its best interest for Contractor to correct the deficiency, the County may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work or damage from the total compensation; (2) repair or

complete the Work through the utilization of County employees and deduct the cost thereof from the total compensation; (3) contract with a third party to repair or complete the deficient work and deduct the cost thereof from the total compensation. In addition to the remedies set forth above, the County may avail itself of any statutory and/or common law remedies. Delay or failure by the County to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the County's rights or remedies for any subsequent breach of this Agreement. All deductions and remedies associated with damaged or incomplete work are separate from other reductions in payment or retainage amounts held.

29.0 The Contractor shall immediately report any damage to public or private property, to include damage observed upon entry to the area. Failure to report damage may result in termination of the Contract. The Contractor shall advise the County of any issues/situations that exist at the locations, including, but not limited to, vegetation or tangible property that is encroaching and hindering the said work (e.g. tree pruning); broken gates; damaged fences; washouts; bank erosion; spread of exotic grasses; presence of protected species of wildlife (e.g. gopher tortoise, burrowing owls); emergency situations; and criminal acts and/or public violations.

30.0 In the event of the Contractor's equipment or personnel damaging private property, the Contractor shall make a good faith effort to make contact with the property owner within twenty-four (24) hours of the event to make arrangements for repairs. The Contractor is responsible for the cost of the repairs. The County is not liable for the cost. The Contractor is to also notify the County's representative of the location and extent of the damage twenty-four (24) hours for follow-up and documentation purposes. The Contractor will have a maximum of ten (10) calendar days to complete the repairs unless otherwise approved. Failure to complete the repairs in the allotted time will result in the damaged private property to be considered damaged Work in accordance with section 28.0. retainage being withheld per Section 37.0.

31.0 Decisions regarding all matters pertinent to performance of the Work shall be made with the County's representative. The Contractor shall maintain an adequate and competent professional staff. The Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, the Contractor shall furnish proof thereof. The County may, without invalidating the contract, order changes in the work consisting of additions, deletions or other alterations provided the changes are within the general scope of the contract. All such changes in the work shall be documented and shall be performed promptly by the Contractor under the applicable conditions of the contract.

#### CPI ADJUSTMENT:

32.0 There shall be no provisions for pricing adjustments during the Term. Pending mutual agreement, and with sufficient justification and documentation, an annual increase, following the Consumer Price Index, may be requested with the renewal, no later than 60 days prior to the anniversary date.

#### PAYMENTS:

33.0 The Contractor shall be paid based on the total number of centerline miles, measured to the nearest tenth (0.1) that are completed, and accepted within each designated roadway mowing cycle. The Contractor shall bill for all work completed during each paved road cycle, inclusive of other mowing areas. Likewise, the Contractor will not be paid for centerline miles that are not completed and accepted paved road cycle. The Contractor shall submit invoices that include a complete breakdown of services performed to include, locations, labor hours, quantities of miles mowed, and the day in which they were completed as required. Backup records shall be included with each invoice for payment. Otherwise, payment for

services will be delayed until documentation is submitted.

34.0 The quantities of work in this contract may vary due to changes in areas of exclusion, weather conditions, and limits of construction, regeneration areas, wildflower projects, and other indeterminate variables.

35.0 A 5% retainage shall be withheld from each invoice and will be released to the Contractor at the end of each fiscal year providing the work has been completed to the specifications of the Contract, and any damage claims have been resolved.

ASSIGNMENT OF CONTRACT:

36.0 The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Contract or any monies due or to become due thereunder without the written consent of the County, which consent may be granted or denied in the sole discretion of the County.

LIQUIDATED DAMAGES:

37.0 Liquidated damages will be charged for every day a cycle is behind schedule. The actual amount will be deducted from the invoice for the particular cycle that is late. If the County has previously approved a day or two extensions, that extension will be taken into consideration when liquidated damages are calculated. The amount will be calculated by the following: cost of cycle divided by days of cycle times the number of days late. Example would be: \$500.00 cycle divided by 10 days for the cycle, multiplied by 3 days behind schedule, would equal liquidated damages in the amount of \$150.00 that would automatically be deducted from the invoice.

EXHIBIT B  
SCHEDULE OF VALUES

Item Description	Centerline Miles	Unit Price per Centerline Mile	Cost Per Cycle	Total Amount
<b>Finish Mowing</b>				
Marion County Finish Mowing (14 cycles)	78.52	\$ 200.28	\$ 15,725.99	\$ 220,163.80
Finish Mowing Area Litter Removal (16 cycles)	78.52	\$ 53.00	\$ 4,161.56	\$ 66,584.96
<b>Southwest Quad</b>				
Side Slope Mowing (2 cycles)	0.18	\$ 1,665.00	\$ 299.70	\$ 599.40
Side Slope Mowing Area Litter Removal (4 cycles)	0.18	\$ 35.00	\$ 6.30	\$ 25.20
Dirt Road Mowing (1 cycle)	100.54	\$ 81.00	\$ 8,143.74	\$ 8,143.74
Dirt Road Mowing Area Litter Removal (1 cycle)	100.54	\$ 35.00	\$ 3,518.90	\$ 3,518.90
Paved Roads Mowing (6 cycles)	573.02	\$ 89.10	\$ 51,056.08	\$ 306,336.49
Paved Roads Mowing Litter Removal (8 cycles)	573.02	\$ 35.00	\$ 20,055.70	\$ 160,445.60
<b>Southeast Quad</b>				
Side Slope Mowing (2 cycles)	1.42	\$ 1,665.00	\$ 2,364.30	\$ 4,728.60
Slope Mowing Area Litter Removal (4 cycles)	1.42	\$ 35.00	\$ 49.70	\$ 198.80
Paved Roads Mowing (6 cycles)	723.1	\$ 89.10	\$ 64,428.21	\$ 386,569.26
Paved Roads Mowing Litter Removal (8 cycles)	723.1	\$ 35.00	\$ 25,308.50	\$ 202,468.00