

FOURTH AMENDMENT TO THE AGREEMENT

In accordance with the Agreement entered into on September 19, 2017, and all of its amendments (if any), collectively (the "Agreement") this Fourth Amendment to the Agreement (this "Amendment") is made and entered into by and between **Extreme Enterprises of Marion County, Inc.**, whose address is 2350 NE 40th St., Ocala, FL 34479; possessing FEIN **20-0079563**, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 18BE-002, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for five (5) years, effective January 1, 2025, and ending December 31, 2029 (the "Term").
3. This Amendment to the Agreement deletes Exhibit A – Scope of Services in its entirety and replaces it with this Exhibit A – Scope of Services and Fee Schedule attached hereto.

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

**ATTEST:**

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

\_\_\_\_\_  
GREGORY C. HARRELL,           DATE  
MARION COUNTY CLERK OF COURT

\_\_\_\_\_  
MICHELLE STONE                           DATE  
CHAIRMAN

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

**BCC APPROVED:** November 19, 2024  
18BE-002-CA-04 Non-Recreational Mowing

\_\_\_\_\_  
MATTHEW G. MINTER,           DATE  
MARION COUNTY ATTORNEY

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**WITNESS:**

**EXTREME ENTERPRISES OF MARION COUNTY, INC.**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
BY:   DATE  
\_\_\_\_\_  
PRINTED:  
\_\_\_\_\_  
TTS: (TITLE)

**WITNESS:**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

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## SCOPE OF SERVICES

### INTRODUCTION

#### 1.0 GENERAL REQUIREMENTS

- 1.1 Contractor must be able to perform as mandated under the requirements and responsibilities as listed in this contract. If the Contractor is unable to perform the mentioned requirements on a timely basis, Facilities Management reserves the right to obtain these services from other sources.
- 1.2 Contractor shall have the ground maintenance crew supervised by a qualified foreman at all times. Contractor shall supply Facilities Management with Company Officers' and Crew Supervisors' contact information. Supervisors shall be able to communicate problems to Facilities Management at any time and shall be easily accessible at all times either via e-mail or phone.
- 1.3 Contractor shall immediately notify Facilities Management of any scheduling delays or changes, as well as any comments/complaints received from the general public.
- 1.4 Contractor will **not** be responsible to remove trees and debris that are down due to weather related to major storm events. Major storm events **shall be determined** by Facilities Management if it's the responsibility of the Contractor to clean the affected area(s). Contractor shall notify Facilities Management if they encounter trees and/or debris down due to a major storm event.
- 1.5 Contractor shall be responsible for all damages caused to County property during time of service. Contractor shall immediately notify Facilities Management of the damage(s). Contractor shall repair or cover cost of repair to buildings, vehicles, trees, shrubs, etc. caused by the Contractor's operations or employees.
- 1.6 Contractor vehicles and trailers shall be parked where they do not impede traffic.
- 1.7 Contractor must maintain factory safety features on all equipment and equipment must be in good working condition.
- 1.8 Contractor shall strictly avoid utilizing any defoliant, herbicide, or growth retardant for the purpose of restricting or removing growth in any manner without prior written approval of Facilities Management.
- 1.9 Facilities Management and the Contractor shall meet quarterly to discuss any concerns.

#### 2.0 CONTRACTORS RESPONSIBILITIES

##### GROUND MAINTENANCE STANDARD & SPECIFICATIONS FOR FULL SERVICE

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

- 2.1 Contractor shall furnish all supervision, labor, materials, and equipment necessary to properly provide Mowing and Ground Maintenance Service to all Facilities Management locations as described within the specifications, terms, and conditions contained within this document. This shall include but not limited to; all manpower, trucks, tractors, mowers, edger's, gas, oil, safety equipment, hand trimmers, or any other equipment necessary for vegetation mowing, weeding, trimming, hedging, debris pick up, and any other function that may be required to properly maintain the areas of responsibility.

## 2.2 MOWING

- 2.2.1 Each mowing shall be performed in accordance with Section 4.0 Mowing Frequency.
- 2.2.2 Contractor is responsible to complete all mowing and ground maintenance of each location in its entirety upon each visit on the same day of service. Subject to Facilities Management's approval, Contractor may service locations that are greater than 10 acres on multiple days but the days must be consecutive.
- 2.2.3 Contractor shall maintain all grass at a minimum of 3 inches and maximum of 4 inches at the time of each service.
- 2.2.4 Contractor shall not mow or line trim the grass at a height of more than 4 inches or less than 3 inches down to and exposing the soil, thus causing damage to the turf, including all wheel ruts.
- 2.2.5 All wheel ruts caused by mowing equipment shall be repaired and returned to its original state at the time of service.
- 2.2.6 Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- 2.2.7 Contractor's mowing equipment shall be maintained in good working condition with mower blade height properly adjusted to be sharp, leaving a clean cut so as to not tear the blades of grass.
- 2.2.8 When line trimmers are used, cutting heights shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signposts are not acceptable.
- 2.2.9 Uncut sections of the turf areas are unacceptable, this includes parking lot medians and grass landscape islands.
- 2.2.10 Contractor shall clean all litter, branches, moss and any other debris, **prior** to mowing the service areas
- 2.2.11 Any unsightly clippings, which remain on harden surface, shall be removed immediately after mowing, not blown, or swept down storm drains.

## 2.3 EDGING

- 2.3.1 All necessary edging operations shall be performed in conjunction with mowing operations at the time of each mow to trim the turf and maintain a well-groomed appearance.
- 2.3.2 All edging must be completed with a metal blade type edging equipment. The vertical edges shall be at a minimum depth of 1 inch to prevent such encroachment and completed at time of each service.
- 2.3.3 A blade-edger must be used. String-trimmer and the use of a line trimmer is not acceptable for edging.
- 2.3.4 Contractor shall edge along hedges, walkways, parking lot medians, grass landscape islands, pavement, driveways, parking areas, sidewalks, curbs, curb gutter, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.
- 2.3.5 Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth to prevent overgrowth.

- 2.3.6 Plant beds shall be edged as required to maintain a neat appearance with every service to prevent the growth of plant material that may encroach onto harden surfaces and plant beds.
- 2.3.7 Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, including roads, without curbs, with a minimum depth of 2 inches. All paved areas and mulched beds shall be free of dirt, clippings, palm fonds, and debris.

## 2.4 TRIMMING

- 2.4.1 Trimming using a commercial grade line trimmer is to be performed anywhere a mower cannot reach.
- 2.4.2 Contractor shall trim around all obstructions such as trees, signs, fences, fence lines, posts, poles, slabs, walls, head stones, building, etc. at a height of 3 inches minimum. to 4 inches maximum. to be performed at the time of each service.
- 2.4.3 Contractor shall ring around the sprinkler heads as required to allow for proper operation of sprinkler systems with every service.

## 2.5 HEDGING

- 2.5.1 Shrubs shall not be allowed to grow into or over sidewalks, public streets, driveways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles. All plantings will be kept 4-6 inches away from all curbs and sidewalks.
- 2.5.2 Height shall not exceed the bottom of the window sill. Maintain all plant hedge beds at a minimum of 18 inches away from buildings and air conditioner units, (where not prohibited by plant location), flat top minimum.
- 2.5.3 All shrubs must be trimmed a minimum of four (4) times per year.

## 2.6 WEED CONTROL

- 2.6.1 All locations must be maintained for weed control with each service.
- 2.6.2 Weed control in conjunction with mowing operations shall be required in all plant growth in cracks, seams, and/or joints such as sidewalks, curbs, along edge of pavement, pavements, curb gutters, parking lots, and other such edges shall be removed during the completion of each service. ***This requirement shall be adhered too and mean to be strictly enforced.***
- 2.6.3 Weed control must be maintained in all planting beds, shrubs and areas devoid of grass at time of each service.
- 2.6.4 Weed control may include the manual removal by hand of all weeds and foreign growth from all areas herein described in sections 2.6.2 and 2.6.3.

## 2.7 CRAPE MYRTLES

- 2.7.1 Crape Myrtles shall be pruned a minimum of once annually to be completed in February.

## 2.8 BED MAINTENANCE

- 2.8.1 Beds shall be maintained in a fashion to allow for a full, lively appearance at all times throughout the year.

- 2.8.2 Beds shall be kept free of dead vegetation, weeds, and debris.
- 2.8.3 Shrubs and turf surrounding beds must be trimmed to keep them from encroaching on the beds and reducing the bed size.

## **2.9 PINE STRAW MULCHING**

- 2.9.1 Applied once per year in the Fall. Facilities Management will accept only pine straw.
- 2.9.2 All plant beds and tree rings, (with the exception of Administration Building); shall be maintained with an adequate and neat layer of pine straw.

## **2.10 CLEAN UP**

- 2.10.1 At the end of each mowing service, all walks, drives and open space areas will be free of loose materials.
- 2.10.2 Contractor shall pick up, physically remove and properly dispose of all tree limbs, branches, palm fronds, debris, trash, clippings, trimmings, etc., from each service location at the completion of that day's service.
- 2.10.3 Contractor shall verify walkways, streets, parking areas, and all harden surfaces are blown or vacuumed free of grass trimmings and clippings after each service. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters.
- 2.10.4 The discharging of clippings into beds, earthen trails, harden surfaces, buildings, vehicles, people and other non-appropriate areas are prohibited.
- 2.10.5 Disposal of all such debris, in a proper manner, shall be the responsibility of the Contractor.
- 2.10.6 Debris shall not be deposited into County or privately-owned trash receptacles or dumpsters located on site, (with the exception of McPherson East).
- 2.10.7 At certain times of the year leaves and moss on turf may need to be removed to avoid having them accumulate in areas of the turf, or get blown into beds or parking lot islands by the mowers.

## **2.11 TREE PRUNING**

- 2.11.1 By Facilities Management/others

## **2.12 FERTILIZATION AND FIRE ANT PEST CONTROL**

- 2.12.1 By Facilities Management/others

## **3.0 TIMELINESS**

- 3.1 Contractor must submit an annual work schedule for each service area, (as shown in 4.0). Each County Facility will be notified of the Contractor's work schedule. Deviations from the schedule may be allowed for inclement weather conditions or when the conditions of the soil will not allow servicing to be accomplished satisfactorily or safely. Contractor shall notify Facilities Management of changes to the schedule for proper notification to affected County Facilities. A new schedule for the that week should be provided to Facilities Management.

- 3.2 Facilities Management reserves the right to revise or adjust the service schedule frequency at any time for weather, fiscal, budgetary reasons, or special County functions.
- 3.3 All work shall commence upon authorization from Facilities Management and all the work shall proceed in a timely manner as outlined in the job specifications without delays.
- 3.4 All work shall be performed during the hours of 7:00 AM to 5:00 PM, Monday through Friday. No work shall be performed on weekends or on an official County holiday unless pre-approved by Facilities Management. A holiday schedule should be provided to Facilities Management two weeks prior to the holiday for proper notifications to departments.
- 3.5 Mowing of Libraries must be completed prior to 9:00 AM, Monday through Friday.

**4.0 FREQUENCY OF SERVICE**

- 4.1 SERVICE SCHEDULE – Estimated 38 services per year
  - 4.1.1 Mowing of all turf areas shall be performed on a weekly basis during the normal growing season.
  - 4.1.2 Summer Schedule (March 1<sup>st</sup> through September 30<sup>th</sup>), four (4) services per month, except for vacant property, (7 days apart)
  - 4.1.3 Winter Schedule (October 1<sup>st</sup> – February 29<sup>th</sup>), two (2) services per month, except for vacant property, (15 days apart)
- 4.2 VACANT LOT SCHEDULE – Estimated 17 services per year
  - 4.2.1 Summer Schedule (March 1<sup>st</sup> – September 30<sup>th</sup>), two (2) services per month (14 days apart).
  - 4.2.2 Winter Schedule (October 1<sup>st</sup> – February 29<sup>th</sup>), one (1) service per month

**5.0 JOB COMPLETION NOTICE**

- 5.1 Contractor shall be required to submit to Facilities Management, on a **WEEKLY** basis, a job completion notice detailing those areas serviced and completed within the previous work week. Facilities Management will verify and compare the job completion notices with the respective monthly invoice prior to approving payment.
- 5.2 Completion Notices shall be sent to Facilities Management via email to the designated staff member to be provided at the start of contract.
- 5.3 An example of a Job Completion Notice is shown below: **(submit weekly prior to the monthly invoice).**

\*\*EXAMPLE\*\*

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

**6.0 CONTRACTOR INVOICING**

- 6.1 Invoices for services performed shall be received at the completion of each month of service, and due to Facilities Management no later than seven (7) days after completion of each month. Contractor must correct any invoices receive by Facilities Management incorrect. Payment will not be processed until a modified invoice is received.
- 6.2 Contractor is required to submit, on a monthly basis, a detailed invoice documentation consisting of, but not limited to, the service location(s) serviced, dates of service, the number of times the location(s) was serviced, the bid price for the service areas, total amount due for each service area per week, and a grand total for the month.
- 6.3 An example of the required detailed information is show below:

**\*\*EXAMPLE\*\***

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

**7.0 PAYMENT**

- 7.1 Payments for services rendered will be made monthly for the previous month.
- 7.2 Contractor will only receive payment for the number of maintenance services completed. This will be paid on a per cut/ per site basis, based on the bid price which shall be documented in the job completion notice. Contractor will only be paid for actual cuts.
- 7.3 **No payment will be made for work in which a job completion notice has not been received.** This procedure is necessary in order to allow Facilities Management personnel the opportunity to verify the completion of scheduled work to prescribed specifications and confirm that the Contractor is complying with the established work schedules.
- 7.4 No payments will be made in advance.
- 7.5 Contractor shall be required to return to a location to “re-work” an area if work not done as per specifications during each mowing cycle in order to receive full payment for the cycle.
- 7.6 Contractor shall ensure each site is completely mowed, edged, trimmed, weeded and cleaned as per specifications upon each visit to be considered a complete cut and qualify for payment.



7.7 Invoices to be submitted electronically to: [procurementinvoices@marionfl.org](mailto:procurementinvoices@marionfl.org).

**8.0 ADDITIONAL WORK**

8.1 Facilities Management, may request from time-to-time additional work of the Contractor. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

**9.0 CHANGES**

9.1 It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by Facilities Management. It is the intent to be able to add or delete locations as necessary with the related cost increases or decreases to be handled through the implementation of a contract modification.

**10.0 NOTE: ALL LOCATIONS ARE FULL SERVICE UNLESS OTHERWISE NOTED.**

Service Area and Location	Area	Estimated acres Size	Description	Per Cut Price
Animal Services 5701 SE 66 <sup>th</sup> Street Ocala, 34480	SE	3.0	Animal Control, Offices and Parking Area	\$160.00
Belleview Health Dept. 7055 SE 110 <sup>th</sup> St. Road Belleview, 34420	SE	2.0	Health Services, Offices and Parking Area	\$60.00
Belleview Library 13145 SE HWY 484 Belleview, 34420	SE	6.0	Public Library, Offices and Parking Area	\$181.50
Fl. Dept. of Health 1801 SE 32 <sup>nd</sup> Avenue Ocala, 34471	SE	10.0	Public Offices and Parking Area	\$280.50
Clerk's Record Center 870 NW 4 <sup>th</sup> Avenue Ocala, 34478	SE	1.5	Storage Building and Parking Area	\$45.00
Forest Library 905 S. Highway 314A Ocklawaha, 32179	SE	.5	Public Library, Offices and Parking Area	\$160.00
Ocala Central 612 SW 1 <sup>st</sup> Avenue Ocala, 34471	SE	.5	Public Offices and Parking Area	\$40.00
*Vacant Lot next to Ocala Central on SW 7 <sup>th</sup> Street	SE	.30	Vacant (parcel #2852-014-001)	\$40.00
Supervisor of Elections 981 NE 16 <sup>th</sup> Street Ocala, 34470	NE	2.25	Public Offices and Parking Area	\$75.00
Ft. McCoy Library 14660 NE HWY 315 Ft. McCoy, 32134	NE	3.75	Public Library, Offices and Parking Area	\$113.00
Forest Road 88 Communication Tower SR 40 & Forest Road 88	NE	1.0	Radio Tower	\$40.00

Pedro Fire 16500 S HWY 475 Summerfield, 34491	SW	.5	Fire Services, Public Offices, and Parking Area	\$40.00
Freedom Library 5870 SW 95 <sup>th</sup> Street Ocala, 34476	SW	2.0	Public Library, Offices and Parking Area	\$65.00
Dunnellon Library 20351 Robinson Road Dunnellon, FL 34431	SW	4.5	Public Library, Offices and Parking Area	\$135.00
Reddick Health Dept. 4500 NW 152nd Lane Reddick, 32686	NW	.5	Public Offices and Parking Area	\$45.00
Romeo (old Voting Building) 19120 NW 13 <sup>th</sup> Street Dunnellon, 34431	NW	.5	Vacant	\$160.00
Keywest Building (HWY 40) 5550 Silver Springs Blvd. Silver Springs, FL 34488		.37	Vacant	\$72.50

**McPherson Complex**

<b>Service Area and Location</b>	<b>Area</b>	<b>Estimated acres Size</b>	<b>Description</b>	<b>Per Cut Price</b>
McPherson East Government Complex 601 SE 25 <sup>th</sup> Avenue Ocala, 34471	SE	55.0	Public Offices and Parking Area	\$1,500.00
McPherson West Government Complex 110 SE 25 <sup>th</sup> Avenue Ocala, 34471	SE	10.0	Office of the Facilities Management Engineer and Driver's License Building and Parking Areas	\$275.00

**Silver Springs Boulevard Complex**

<b>Service Area and Location</b>	<b>Area</b>	<b>Estimated acres Size</b>	<b>Description</b>	<b>Per Cut Price</b>
Growth Services 2710 E. Silver Springs Blvd. Ocala, 34470	SE	.75	Public Offices and Parking Area	\$120.00
Library Headquarters 2720 E. Silver Springs Blvd. Ocala, 34470	SE	1.5	Public Offices and Parking Area	\$120.00
Veterans Resource Center 2730 E. Silver Springs Blvd. Ocala, 34470	SE	.25	Public Offices and Parking Area	\$120.00

**Downtown Complex**

<b>Service Area and Location</b>	<b>Area</b>	<b>Estimated acres Size</b>	<b>Description</b>	<b>Per Cut Price</b>
Judicial Center 110 NW 1 <sup>st</sup> Avenue Ocala, 34475	NE	1.0	Judicial Offices and Parking Area	\$200.00
Public Defender 201 NW 3 <sup>rd</sup> Avenue Ocala, 34475	NE	2.0	Judicial Offices and Parking Area	\$105.00
Clerk's Annex 19 NW Pine Avenue Ocala, 34475	NE	.25	Judicial Offices and Parking Area	\$35.00
Parking Lot E of Federal Court House	NE	.75	Parking Area	\$40.00
Judges' Handicap Parking	NE	.02	Landscape only (gated parking lot)	\$25.00
Parking Garage Atrium	NE	.25	Landscape only	\$25.00
VCB/Guardian Ad Litem 109 W Silver Springs Blvd.	NE		Public Offices and Parking Area	\$80.00
Old Tire Shop 217 W. Silver Springs Blvd Ocala, Fl			Vacant	\$85.00
Old Attorney Building 18 NW 3 <sup>rd</sup> Avenue Ocala, Fl			Vacant	\$42.00

**Maricamp Service Complex**

<b>Service Area and Location</b>	<b>Area</b>	<b>Estimated Size</b>	<b>Description</b>	<b>Per Cut Price</b>
Fleet Management 3330 SE Maricamp Road Ocala, 34472	SE	1.0	Public Offices and Parking Area	\$160.00
Fire Rescue/Fleet 3230 SE Maricamp Road Ocala, 34472	SE	6.0	Public Offices, Mechanic Shop and Parking Area	\$160.00