

**AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST AND NORTHWEST
RIGHTS OF WAY AND MEDIANS**

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST AND NORTHWEST RIGHTS OF WAY AND MEDIANS (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 27-4898723) (“Contractor”).

WHEREAS, on August 11, 2020, City issued an Invitation to Bid (“ITB”) for the provision of grounds maintenance services for the rights-of-way and medians located in the northeast and northwest sections of the City, ITB No.: PWD/200581 (the “Solicitation”); and

WHEREAS, a total of six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Tree Services Group, Inc. was found to be the lowest, the proposal submitted by Green Lawn Management, LLC was found to be the second lowest, and the proposal submitted by Southern Lawn Care Mid Florida, Inc. was found to be the third lowest; and

WHEREAS, Tree Services Group, Inc and Green Lawn Management, LLC were offered, but declined the award of the contract for the provision of grounds maintenance services for the rights-of-way and medians located in the northeast and northwest sections of the City; and

WHEREAS, as the third lowest firm, Southern Lawn Care Mid Florida, Inc. was chosen as the intended awardee to provide grounds maintenance services for the rights-of-way and medians located in the northeast and northwest sections of the City (the “Project”); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-6)
- Exhibit B: Price Proposal (B-1 through B-6)
- Exhibit C: Mowing Maps (C-1 through C-3)

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** Contractor shall be paid a maximum limiting amount of **THREE HUNDRED EIGHTY-THREE THOUSAND, THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$383,341)** over the initial contract term in accordance with the pricing set forth in **Exhibit B – Price Proposal**. The pricing under this Agreement may only be adjusted by written amendment executed by both parties
 - A. **Invoice Submission.** All monthly invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Public Works Department**, Attn: **Ron Lirot**, E-Mail: rlivot@ocalafl.org; Telephone: (352) 351-6789.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager’s approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor’s remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor’s receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

- E. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on MARCH 17, 2021 and continue in effect through and including MARCH 16, 2023. This Agreement may be renewed for up to TWO (2) additional ONE-YEAR (1-year) periods by written consent between City and Contractor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.
- The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City

and the information provided by Contractor in its quotation. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to

- be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- E. Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills

- and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial automobile liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Hundred Thousand Dollars (\$100,000) for bodily injury and Three Hundred Thousand Dollars (\$300,000) for property damage for each accident.
16. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers’ Compensation insurance and employer’s liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. Contractor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. **Exceptions and exemptions may be allowed by City’s HR/Risk Director, so long as they are in accordance with Florida Statute.**

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor’s interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a “Claims Made” form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Contractor’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Contractor is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the “City of Ocala” as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave, Ocala, FL 34471, e-mail: vendors@ocalafl.org.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
 - E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - F. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
19. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
20. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for

employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

23. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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.
 - C. 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 contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, 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 completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 32. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
- 33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or

indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Southern Lawn Care Mid Florida, Inc.
Attention: Tim McQuaig
13900 NE 41st Terrace
Anthony, Florida 32617
Phone: 352-304-3921
E-mail: kawboy32x@gmail.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed

in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY.** 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 to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 03 / 18 / 2021.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Justin Grabelle

Justin Grabelle
City Council President

Approved as to form and legality:

SOUTHERN LAWN CARE MID FLORIDA,
INC.

s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Tim McQuaig

By: Tim McQuaig
(Printed Name)

Title: President
(Vice President or higher)

Contractor shall provide grounds maintenance services for the northeast and northwest sections of the City. These services include maintaining city-owned right-of-way's, parcels, and other designated areas. Contractor shall provide a professional, manicured lawn care service.

All work shall be coordinated through City Project Manager Ron Lirot, (352) 351-6789, e-mail: rlivot@ocalafl.org. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

WORK AREAS

The specific work areas will be given to the Contractor at the pre-work meeting.

DEFINITIONS

1. Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers and Styrofoam cups and plates.
2. Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six (6) inches in diameter and smaller than six (6) feet in length, tree branches, twigs, hedge clippings and sapling trimmings. One (1) or two (2) broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to move. If the Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Contractor shall contact the City Project Manager to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

CONTRACTOR'S RESPONSIBILITIES

The following maintenance duties are required each mowing cycle at all properties:

1. Mow and weed eat each property, including the city right-of-way. Survey markers, fire hydrants, electric poles, and water meters usually determine the roadway/right of way limits.
2. Sidewalks and curbs must be properly edged (provide edge line with power equipment).
3. Litter such as any trash and debris must be picked up and disposed of properly.

4. Areas must be sprayed for weed control as needed. Weeds in sidewalk/driveways within the city right of way sprayed for weed control.
5. Clean/mow around each tree.
6. After completion of each location, Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property, and e-mail to the City-designated e-mail address. Contractor shall submit daily as each location is completed. Contractor shall also copy each manager in the Streets Division.
7. All mowing locations must have the line item number attached to each photo using the Solocator or Timestamp apps. Please visit: www.solocator.com or www.timestampcamera.com for details.
8. Additional mowing cycles in the heavier summer months (Contractor shall comply with the schedule).
9. Contractor is responsible for supervision of each mowing sub-contractor or mowing crew.

MINIMUM REQUIRED EQUIPMENT

- Three mowers — zero turn
- Two weed or string trimmers
- One edger
- One blower

MOWING

1. Mow at a height of two (2) inches for Bahia grass, and three (3) inches for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide Contractor a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work.

Contractor shall immediately notify City Project Manager of any emergency situations that arise during the performance of work.

3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades so the grass is cut and not torn, to prevent damage to the grass plants.
5. Mow all grassed areas in accordance with the frequencies indicated below.

Month	Cuts per month
January	
February	1
March	1
April	2
May	3
June	3
July	3
August	3
September	3
October	2
November	1
December	1
Total cuts per year:	23

6. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather. The Contractor

shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.

7. Contractor must pick up trash and debris in and around the area to be mowed (to include fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. Contractor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps of grass to remain in the mowed areas.
8. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.

WEED TRIMMING

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc.).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level and the remaining dead vegetation removed from the fence.

4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given as not to spray the suckers growing from the ground around the tree; as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. Sidewalks shall be edged. Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks, gas-powered edging tools are required.
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. The Contractor shall provide a manicured professionally mowed project at each location.

MISCELLANEOUS

1. Contractor must immediately report sinkholes to the Public Works Department (352-351-6733).
2. Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge which identifies the company, and all trucks belonging to the Contractor must bear the company's name.
5. When working near roadways, the employee shall wear a FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT approved "Men Working Signs" in front of, and behind, company vehicles.

6. At the end of each working day, Vendor shall submit a list of all mowing locations which have been mowed to the City Project Manager.
7. All walking trails and/or sidewalks in or around right of ways shall be free of grass clippings and weeds. Edging required.

Exhibit B- Price Proposal

Contract# PWD/200581

Item #	Type of Property	Property/Address	Cuts Per Year	Cost Per Cut
PWD/18-021NE-001	Median/ROW	NE 24th Street and NE 25th Ave. (west of Fire Station #5 and behind the Electric Substation)	23	\$20.00
PWD/18-021NE-002	Median / ROW	NE 28th Ave from E. Fort King St to E. State Road 40	23	\$50.00
PWD/18-021NE-003	Median	NE 9th St and NE 11th Avenue	23	\$12.00
PWD/18-021NE-004	Median	NE 7th Street and NE 11th Avenue	23	\$10.00
PWD/18-021NE-005	Median	NE 7th Street and NE 12th Avenue	23	\$14.00
PWD/18-021NE-006	Median	NE 5th Street and NE 9th Avenue	23	\$10.00
PWD/18-021NE-007	ROW	N. Magnolia Avenue from State Road 40 to north of NE 5th Street R&R Tracks.	23	\$125.00
PWD/18-021NE-008	Median - II	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. Center Median Circle.	23	\$12.00
PWD/18-021NE-009	Median - II	NE 11th Circle and NE 13th Ave - east & west - two locations, Center Median Circle.	23	\$12.00
PWD/18-021NE-010	Median - I	NE 12th Dr. & NE 12 Ct. Center Median Circle.	23	\$12.00
PWD/18-021 NE-011	Median / ROW	Anthony Industrial Park Medians (NE 16th Street and NE 8th Avenue and ROW from NE 14th Street to NE 16th Avenue and East ROW from near NE 17th Place to NE 19th Ave)	23	\$52.00
PWD/18-021 NE-012	ROW	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road.	23	\$70.00
PWD/18-021NE-013	ROW	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	23	\$200.00
PWD/18-021NE-014	ROW	NE 3rd Street from Hwy 40 to NE Osceola Avenue. This locations starts at Hwy 40 near NE 30 Ave.	23	\$125.00
PWD/18-021NE-015	ROW / Parcel	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave.	23	\$62.00
PWD/18-021NE-016	ROW / Parcel	NE 8th Avenue from NE 14th Street to State Road 40 (including empty lot west side of NE 8th Ave south of NE 14th St)	23	\$109.00
PWD/18-021NE-017	ROW	N Magnolia Avenue from NE 5th Street to NE 20th Street	23	\$370.00
PWD/18-021NE-018	ROW	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	23	\$52.00
PWD/18-021NE-019	ROW	NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	23	\$21.00
PWD/18-021NE-020	ROW	NE 1st Avenue from State Road 40 to NE 5th Street north to the R&R Tracks.	23	\$20.00
PWD/18-021NE-021	ROW	NE Tusawilla Avenue from NE 2nd Street to NE 3rd Street	23	\$22.00
PWD/18-021NE-022	ROW	NE 17th Ave from NE 3rd St to NE 14th St	23	\$20.00
PWD/18-021NE-023	ROW	NE 44th Avenue from NE 7th Street to E Fort King St	23	\$21.00
PWD/18-021NE-024	ROW	NE Sanchez Avenue from E State Road 40 to NE 3rd Street	23	\$16.00
PWD/18-021NE-025	ROW	NE 24th Street from NE 36th Avenue to NE 8 Ave.	23	\$145.00
PWD/18-021NE-026	ROW	NE 28th Street from the dead end east of NE 25th Avenue to NW Pine/US 441	23	\$86.00
PWD/18-021 NE-027	ROW	NE 2nd Pl from NE 31th Ave from NE 32nd Avenue and NE 32nd Avenue to Fort King Tennis Center Driveway, up to the golf course cable and area on the west end next to the residence	23	\$50.00
PWD/18-021NE-028	ROW / Median	NE 25th Street from 200A to dead end (besides Jade Lounge).	23	\$20.00

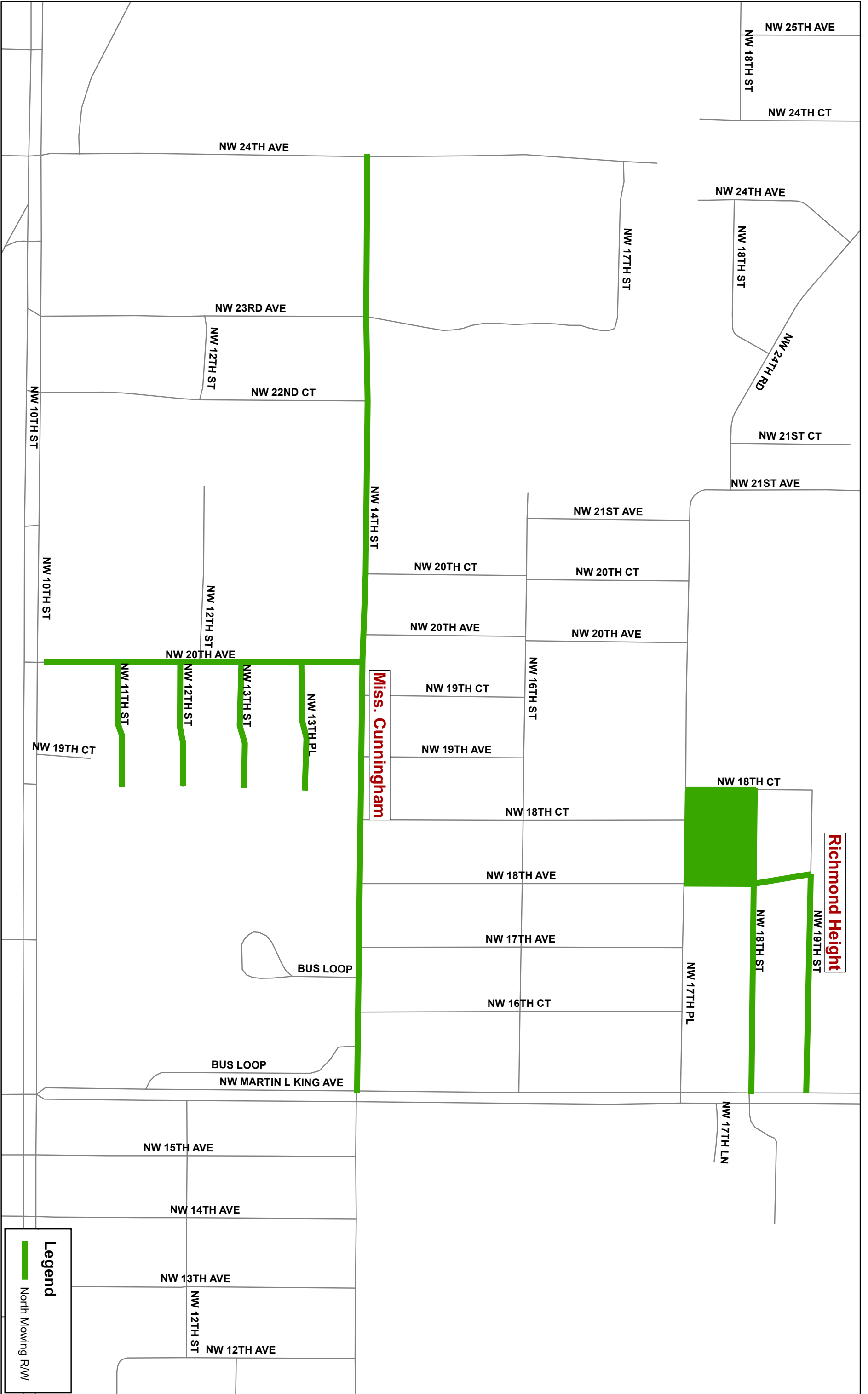
PWD/18-021NE-029	ROW	NE 9th Street from N Magnolia Avenue to NE 8th Ave	23	\$18.00
PWD/18-021NE-030	ROW	NE 5th Street from NE 1st Avenue to NE Watula Ave	23	\$12.00
PWD/18-021 NE-031	ROW	Osceola Ave / Walking Trail mowing weed control starting at NE 14 St to NE 9 St. Southwest corner lot at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	23	\$125.00
PWD/18-021NE-032	ROW	NE 17th Road from NE 14th Street to NE 14th Avenue - Hurricane Battery	23	\$50.00
PWD/18-021NE-033	ROW	NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave.	23	\$147.00
PWD/18-021NE-034	ROW	N Magnolia Ave from Jacksonville Rd to N 28th Street (both sides)	23	\$45.00
PWD/18-021NE-035	ROW	NE 2nd Ave from NE 14th St ditch line both sides of NE Old Jacksonville Rd	23	\$50.00
PWD/18-021NE-036	ROW	NE 8th Ave from NE 14 Street to NE 24 Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	23	\$110.00
PWD/18-021NE-037	ROW	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line mowing ROW behind utility poles	23	\$45.00
PWD/18-021NE-038	ROW	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants	23	\$40.00
PWD/18-021NE-039	ROW	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants	23	\$45.00
PWD/18-021NE-040	ROW	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	23	\$80.00
PWD/18-021NE-041	ROW	NE 19th Avenue from NE 14th Street to NE 24th Street	23	\$40.00
PWD/18-021NE-042	ROW	Jacksonville Rd - from NE 20 St to N. Magnolia Ave.	23	\$40.00
PWD/18-021NW-043	ROW	NW 7th St from Martin Luther King Jr Ave to NW 6th Ave including the median on NW 6th Ave, edge the sidewalk.	23	\$50.00
PWD/18-021NW-044	Median / ROW	NW Martin Luther King Jr Avenue from SR 40 north to the city limits near NW 31 St., edge sidewalk.	23	\$270.00
PWD/18-021NW-045	ROW	Old Blitchton Road from NW 10th St & 24 Ave to US 27	23	\$128.00
PWD/18-021NW-046	ROW	NW 22nd Street from Martin Luther King Jr Avenue to Pine Avenue	23	\$87.00
PWD/18-021NW-047	ROW	NW 5th Street from Martin Luther King Jr Avenue to NW 6th Terr, also south side of the R&R Tracks to the block wall.	23	\$20.00
PWD/18-021NW-048	ROW	NW Old Blitchton Road from Martin Luther King Jr Avenue to NW 10th St/US 27.	23	\$27.00
PWD/18-021NW-049	ROW	NW 24th Avenue from NW 10th Street to NW 14th Street	23	\$27.00
PWD/18-021NW-050	ROW	NW 27th Avenue from State Road 40 to NW 33rd St. - mowing All Of Right Of Way Next to utility poles /fire hydrants. Mow / clean next to the fence at Pine Oaks golf course (city property), weed control required on fence	23	\$100.00
PWD/18-021NW-051	ROW	ROW NW 17th Pl from Martin Luther King Jr Avenue to NW 21st Street	23	\$52.00
PWD/18-021 NW-052	Miscellaneous / ROW / Parcel / Richmond Heights	NW 18th Street from NW 18th Ct to Martin Luther King Jr Ave and NW 19th St to dead end west of MLK , NW 18 Ct from NW 17 Pl to NW 18 St. lots in between map is provided. Parcel Numbers: 21020-002-05-21020-002-04	23	\$52.00
PWD/18-021NW-053	ROW	NW 21st Street from Martin Luther King Jr Avenue to NW 35th Avenue Road	23	\$52.00
PWD/18-021NW-054	ROW	NW 7th Street from NW 27 Ave east to Martin Luther King Jr Avenue.	23	\$50.00
PWD/18-021NW-055	ROW	NW 3rd Street from Martin Luther King Jr Avenue to NW 23rd Avenue.	23	\$42.00
PWD/18-021NW-056	ROW	NW 10th Street from NW 30th Avenue to NW 37th Avenue.	23	\$78.00
PWD/18-021NW-057	ROW	NW 44th Avenue from US 27 south to dead end. Cones Dist.	23	\$210.00
PWD/18-021NW-058	ROW	NW 4 St from NW 6 Terr to NW 27 Ave.	23	\$210.00

PWD/18-021 NW-059	Miscellaneous / ROW / Parcel / West Historic	West Side Historic District – designated outline area provided on the map. W Silver Springs Place between NW 11th Ave to R & R Tracks dead end - 500 blk of Silver Springs Pl. Include mowing from the crest of the bridge overpass with Parcel Number 2856-002-002. SW 7 Ave between Hwy 40 & NW 4 St., SW 9 Ave between Hwy 40 & NW 4 St, SW 11 Ave between Hwy 40 & NW 4 St., NW 1 St between NW 11 Ave & Pine Ave, NW 2 St between NW 11 Ave & Pine Ave, NW 10 Ave between NW 1 St & NW 4 St, NW 6 Terr between NW 2 St & W. Silver Springs Pl. Mowing lots around the Historic Sign (Map- provided for reference). Mowing Parcel Numbers 2844-030-022, 2844-030-020, 2844-030-016, 2844-030-010, 2844-030-008, 2844-030-006, 2844-030-004, 28844-030-002. Lots are next to Hwy 40.	23	\$225.00
PWD/18-021NW-060	ROW	NW 11th Street and NW 38th Ave west to dead end (both sides)	23	\$50.00
PWD/18-021NW-061	Parcel	NW 8th Street & NW 1st Avenue (lot next to evergreen cemetery) Parcel Number 23574-001-000	23	\$50.00
PWD/18-021 NW-062	ROW	NW 52nd Ave/ NW 50th Ave from Sr 40 to NW 8th Street, NW 8th Street from NW 58th Ave to 48th Terrace, NW 49th Terrace from NW 8th Street to NW 5th Street, NW 5th Street from NW 52nd Ave to NW 48th Terrace	23	\$50.00
PWD/18-021 NW-063	Miscellaneous / ROW / Miss Cunningham	Miscellaneous Mrs. Cunningham Block behind Howard Middle School (Map provided) NW 14 Street from MLK to NW 24 St. to back of chain-link fence behind Howard Middle School. - NW 20 Ave between US 27 & NW 14 St. NW 11 St, 12 St, 13 St, & 13 Pl east of NW 20 Ave to dead end.	23	\$550.00
PWD/18-021 NW-064	Miscellaneous / ROW / Parcel	1432 NW 1st Ave - lots directly across from this location between 1st ave and N Magnolia Ave. Mowing NW 1 Ave between NW 1 Ave to NW 20 St. and Parcel Number 25854-000-00, 25855-000-00, 25859-000-00, 25863-000-00, 25858-000-00.	23	\$100.00
PWD/18-021NW-065	ROW	NW 23 Ave between Hwy 40 & NW 4 St.	23	\$40.00
PWD/18-021 NW-066	Parcel Numbers	City lot between NW 5 St & 6 St and between NW 7 Ave & 8 Ave Parcel Numbers 2840-017-004, 2840-017-005, 2840-017-006, 2840-017-007, 2840-017-101, 2840-017-001, 2840-017-002, 2840-017-202, 2840-017-102.	23	\$100.00
PWD/18-021NW-067	ROW	NW 17th Place from NW Magnolia to NW 4th Avenue	23	\$40.00
PWD/18-021NW-068	ROW	NW 4th Avenue from NW Jacksonville Road to NW 14th Street	23	\$65.00
PWD/18-021NW-069	ROW	NW 8th Avenue from NW 22nd Street to North Magnolia	23	\$110.00
PWD/18-021NW-070	ROW / Fed-Ex	NW 35th Avenue Road from US 27 to NW 35th Street (Fed - Ex)	23	\$225.00
PWD/18-021NW-071	ROW / Pond	Mow around the pond, NW MLK Ave starting at NW 28 Pl to NW 17 Ave back to NW 28 Pl.	23	\$185.00
PWD/18-021NW-072	ROW	NW 1 Ave from NW 20 St to NW 28 St - Vangaurd High	23	\$150.00
PWD/18-021NW-073	ROW	NW 3 Ave from NW 21 St to NW 28 St - Vangaurd High	23	\$150.00
PWD/18-021NW-074	Parcel	NW- MLK between NW 5 St & NW 7 St, MLK to NW 15 Ave. Parcel Number 28417-000-00	23	\$100.00
PWD/18-021 NE-075	Parcel	NE 8th Ave north of Hwy 492 between the highway and R&R Tracks. Property Parcel Number 26358-000-00, including the northeast bridge embankment.	23	\$25.00
PWD/18-021NE-076	ROW	NE 12 Ave between Hwy 40 & Hwy 492 (NE 14 ST.) mowing all of the right of way, weed control in the sidewalk, edging, weedeating.	23	\$125.00

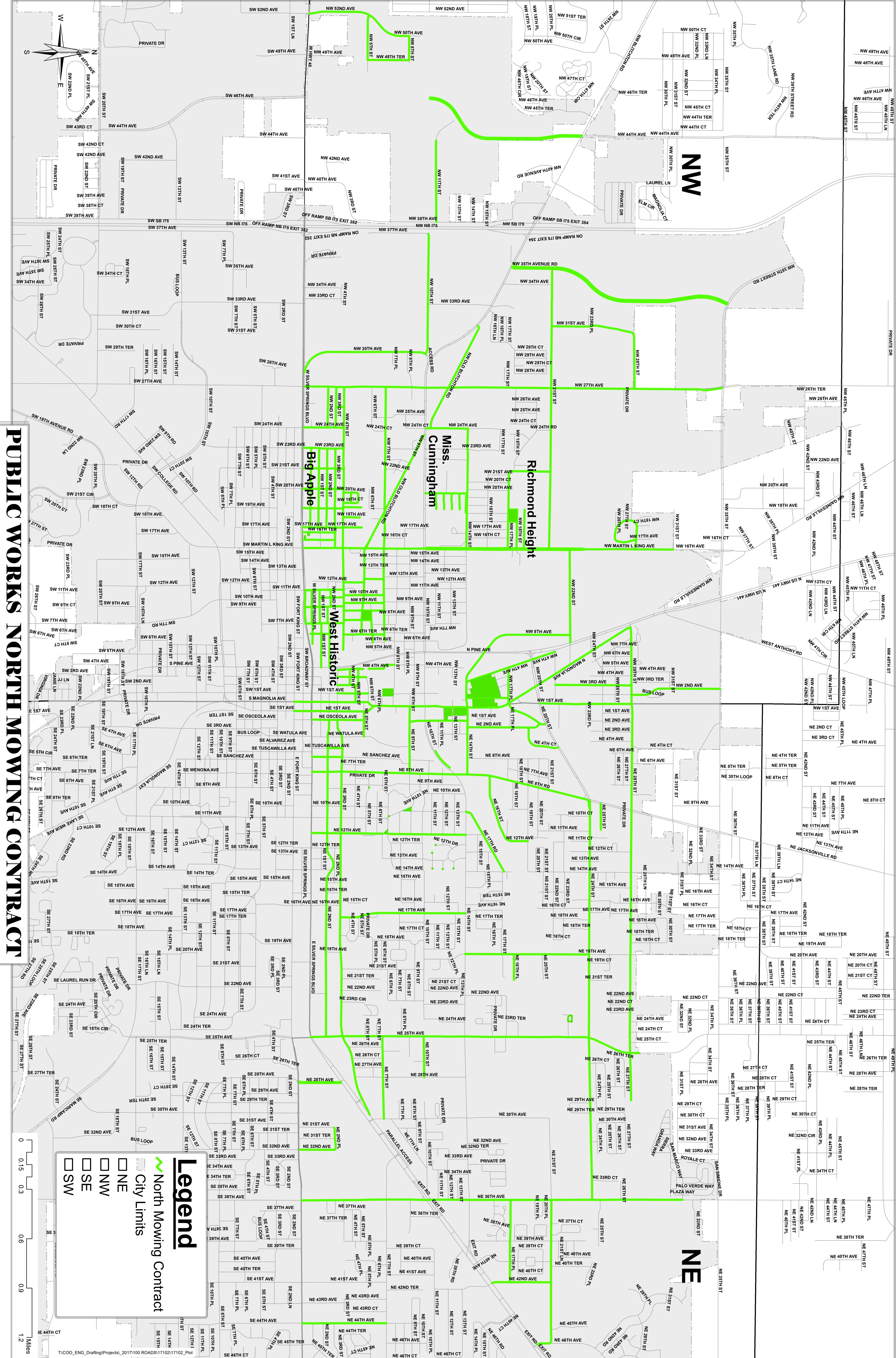
PWD/18-021NE-077	ROW	NW 6 Terr from NW 4 St. to NW 7 St. mowing within the right of way, weedeat around poles & fire hydrants.	23	\$25.00
PWD/18-021 NW-078	ROW	NW 4th Ave. starting at NW 3rd St. north to the dead end at the railroad tracks, mowing all the ROW, weed control in the sidewalk, edging, weedeating.	23	\$65.00
PWD/18-021NW-079	ROW	NW 3rd Ave. starting at NW 3rd Street north to NW 6th Street, mowing all the ROW, weed control in the sidewalk, edging, weedeating.	23	\$65.00
PWD/18-021NW-080	ROW	NW 5th Street starting at Magnolia to NW 4th Ave. mowing all ROW, weed control in the sidewalk, edging, weedeating.	23	\$45.00
PWD/18-021NW-081	ROW	NW 4th Street between NW 4th Ave. & NW 2nd Ave., mowing all the ROW, weed control in the sidewalk, edging, weedeating.	23	\$45.00
PWD/18-021NW-082	ROW	NW 2nd Ave. starting at NW 3rd St. north to NW 5th Street, mowing all the ROW, weed control in the sidewalk, edging, weedeating.	23	\$45.00
PWD/18-021NW-083	ROW	NW 1st Ave. from NW 2nd Street to NW 6th Street. mowing all the ROW, weed control in the sidewalk, edging, weedeating.	23	\$45.00
PWD/18-021NW-084	Parcel	NW 4th Ave. and 15th Pl. - parcel lot number 25448-000-06 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-085	Parcel	NW 15th Pl. and 2nd Ave. - parcel lot number 25829-010-01 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-086	Parcel	NW 2nd Ave. near NW 15th Pl. - parcel lot number 25829-010-04 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-087	Parcel	NW 2nd Ave. near NW 15th Pl. - parcel lot number 25829-010-08 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-088	Parcel	NW 3rd Ave. near NW 15th Pl. - parcel lot number 25831-000-00 mow city lot, weedeat around trees remove trash.	23	\$22.50
PWD/18-021NW-089	Parcel	NW 3rd Ave. near NW 14th Street - parcel lot number 25832-000-00 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-090	Parcel	NW 2nd Ave. and NW 15th Pl. - parcel lot number 25800-000-00 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-091	Parcel	NW 1st Ave. and NW 15th Pl. - parcel lot number 25842-000-00 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-092	Parcel	NW 1st Ave. between NW 15th Pl. and NW 14th Street - parcel lot number 25849-000-00 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021NW-093	Parcel	NW 1st Ave. and NW 14th Street - parcel lot number 25850-000-00 mow city lot, weedeat around trees, remove trash.	23	\$22.50
PWD/18-021 NW-094	Parcel	Near NW 14th Street and Magnolia - parcel lot number 25854-000-00, 25855-000-00, 25863000-00, 25859-000-00, 25865-000-00, 25858-000-00 mow city lot weedeat around trees remove trash.	23	\$22.50
PWD/18-021 NW-095	Parcel	Near NW 14th Street and Magnolia - parcel lot number 26297-000-00, 26298-000-00 mow city lot, weedeat around trees, remove trash. This is next to the Jewish Cemetery.	23	\$22.50
PWD/18-021 NW-096	Parcel	Near SW 16th Ct. and SR 40 - parcel lot number 2261-005-00 mow city lot, weedeat around trees, remove trash. This is west of the Advance Auto Parts - Hwy 40 and MLK	23	\$28.50

PWD/18-021 NW-097	ROW	NW 30 AVE FROM US 27 TO SR 40 MOWING ALL RIGHT OF WAY AND WEEDAT /MOW NEXT TO "GUARD RAIL" UTILITY POIES /FIRE HYDRANTS . Weedeating bothsides of the guard-rail. Mowing the slope / embankment to the right of way.	23	\$125.00
PWD/18-021 NW-098	ROW	SW 1 ST FROM SW 23 AVE TO SW 17 AVE MOWING ALL OF RIGHT OF WAY NEXT TO UTILITY POLES /FIRE HYDRANTS "BEHIND THE BIG APPLE"	23	
PWD/18-021 NW-099	ROW	NW 1 ST FROM NW 23 AVE TO M.L.K AVE MOWING ALL OF RIGHT OF WAY NEXT TO UTILITY POLES /FIRE HYDRANTS "BEHIND THE BIG APPLE"	23	\$85.00
PWD/18-021 NW-100	ROW	NW 2 AVE FROM NW 23 AVE TO NW 17 AVE MOWING ALL OF RIGHT OF WAY NEXT TO UTILITY POLES /FIRE HYDRANTS "BEHIND THE BIG APPLE"	23	\$85.00
PWD/18-021 NW-101	ROW	NW 16 TER FROM NW 3 ST TO SR 40 MOWING ALL OF RIGHT OF WAY NEXT TO UTILITY POLES /FIRE HYDRANTS "BEHIND AUTO ZONE "	23	\$45.00
PWD/18-021 NW-102	ROW	NW 16 CT FROM NW 3 ST TO SR 40 MOWING ALL OF RIGHT OF WAY NEXT TO UTILITY POLES /FIRE HYDRANTS "BEHIND AUTO ZONE "	23	\$45.00
PWD/18-021 NW-103	ROW	NW 6 St form NW 8 Ave to NW 6 Ave mowing all Of Right Of Way Next to util	23	\$45.00
PWD/18-021 NW-104	ROW	NW 8 Ave from NW 7 St to NW 4 St mowing all of right of way next to utility poles	23	\$45.00
PWD/18-021 NW-105	ROW	NW 6 Ave From NW 9 St to NW 7 St - including center median on NW 8 St and NW 6 Ave mowing all of right of way next to utility poles/ fire hydrants.	23	\$45.00
PWD/18-021 NW-106	ROW	NW 21 St from US 441/Pine Ave to NW 1 Ave Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$65.00
PWD/18-021 NW-107	ROW	NW 31 Ave from NW 21 St to NW 28 St and also NW 28 to NW 27 Ave mowing up to tree line and fence line.Includes mowing ROW behind utility/fire hydrants, mow bothsides of NW 28 St to the fence.	23	\$65.00
PWD/18-021 NW-108	ROW	NW 17 Ave from SR 40 north to dead end mowing all of right of way next to util	23	\$65.00
PWD/18-021 NW-109	ROW	NW 2 Ave from NW 28 St "North " to NW 35 St Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$125.00
PWD/18-021 NW-110	ROW	NW 7Ave from NW 4 St to NW 6 St Mowing All Of Right Of Way Next to util	23	\$45.00
PWD/18-021 NW-111	ROW	NW 9 Ave from NW 4 St to NW 7 St Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$45.00
PWD/18-021 NW-112	ROW	NW 10 Ave from NW 4 St to NW 7 St Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-113	ROW	NW 12 Ave from Dead End to Dead End Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-114	ROW	NW 21 Ave From NW 4 St to SR 40 Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-115	ROW	NW 18 Ave From NW 4 St to dead End Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00

PWD/18-021 NW-116	ROW	NW 19 Ct From NW 4 St to NW 5 St Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-117	ROW	NW 5 St from NW 19 Ct to NW 20 Ave Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$45.00
PWD/18-021 NW-118	ROW	NW 20 Ave from NW 5 St to NW 4 St Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-119	ROW	NW 4 Pl From NW 20 Ave to NW 19 Ct Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-120	ROW	NW 24 Ave From NW 4 St to SR 40 -Mowing All Of Right Of Way Next to utility poles /fire hydrants and up to the " Up to fence ".	23	\$25.00
PWD/18-021 NW-121	ROW	NW 3 St from NW 24 ave to NW 27 Ave Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-122	ROW	NW 25 Ct From NW 4 St To NW 3 St Mowing All Of Right Of Way Next to uti	23	\$25.00
PWD/18-021 NW-123	ROW	NW 2 St From NW 24 Ave to NW 27 Ave Mowing All Of Right Of Way Next to utility poles /fire hydrants.	23	\$25.00
PWD/18-021 NW-124	ROW	NW 19 Ave From NW 4 St to SR 40 Mowing All Of Right Of Way Next to utili	23	\$25.00
PWD/18-021 NW-125	ROW	NE 7 St from NE 30 Ave to NE 25 Ave. - Mowing All Of Right Of Way Next to utility poles /fire hydrants	23	\$45.00



West Historic - Right of Way Mowing



PUBLIC WORKS NORTH MOWING CONTRACT

NW

NE

Big Apple

Miss. Cunningham

Richmond Height

West Historic

Legend

North Mowing Contract

City Limits

- ☐ NE
- ☐ NW
- ☐ SE
- ☐ SW

0 0.15 0.3 0.6 0.9 1.2 Miles

TITLE	For Signature: Grounds Maintenance Services - NE and NW ROWs...
FILE NAME	FOR SIGNATURES - ... 200581 (002).pdf
DOCUMENT ID	3116247dab52730733f2ce4d11e76828ddfee0b5
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafll.org), Angel B. Jacobs (ajacobs@ocalafll.org) and Tim McQuaig (kawboy32x@gmail.com) from plewis@ocalafll.org
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