



**Procurement and Contracting Department**  
 110 SE Watula Avenue, Third Floor  
 Ocala, Florida 34474  
 Main Number: 352.629.8402  
 Website: [www.bidocala.com](http://www.bidocala.com)

February 14, 2025

**VIA ELECTRONIC MAIL AND  
 CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Mr. John Sapp  
 Grandview Landscaping Services, Inc.  
 4810 NW 27<sup>th</sup> Avenue  
 Ocala, Florida 34475  
 E-Mail Address: [john@grandviewinc.com](mailto:john@grandviewinc.com)

**Re: Notice of Default and Termination – Agreement for Street Sweeping Services  
 City of Ocala Contract No. PWD/240267**

Dear Mr. Sapp:

On May 1, 2024, the City of Ocala (“City”) and Grandview Landscaping Services, Inc. (“Grandview”) entered into an Agreement for Street Sweeping Services, City of Ocala Contract No. PWD/240267 (the “Agreement”), for a term of two years during which Grandview would be paid up to \$400,000 for the timely and satisfactory performance of the work detailed in the Contract Documents<sup>1</sup>.

Under the Agreement, Grandview is obligated to provide sweeping maintenance services for established streets and parking lots throughout the City at regular intervals, as follows<sup>2</sup>:

AREAS	SCHEDULE	MISCELLANEOUS
All City roadways with curbs and gutters are shown on <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The entire downtown City-owned parking lots and the surrounding downtown area.	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
All of the historical downtown areas as shown on the <b>Exhibit D- Map</b> of defined City streets.	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Southeast area for sweeping is outlined on the <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Northeast areas for sweeping are outlined on the <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Northwest areas for sweeping are outlined on the <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Southwest areas for sweeping are outlined on the <b>Exhibit D- Map</b>	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
Holiday event cleanup sweeping	Optional for post-holiday events and at the request of the City.	

<sup>1</sup> See Original Agreement attached hereto as **Exhibit A**.

<sup>2</sup> See Ex. A at Scope of Work pp. A-3

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In the seven months since contract inception, Public Works staff has received multiple complaints from the public and City staff related to the quality and frequency of the street sweeping services provided by Grandview. These complaints include, but are not limited to<sup>3</sup>:

- failure to timely start and/or complete work; and
- workmanship failing below City standards.



These complaints have been addressed with Grandview by Public Works staff on multiple occasions. Each time, Grandview provided assurance that the issues would be rectified.

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<sup>3</sup> See Complaints attached hereto as **Exhibit B**.

**CITY OF OCALA'S NOTICE OF DEFAULT AND TERMINATION FOR CAUSE**

At the request of Public Works Department staff, the City's Procurement and Contracting Department has investigated Grandview's performance under the Original Agreement. The City's Procurement and Contracting Department's review is now complete.

**Grandview is hereby notified that after due consideration of all facts and information currently available, the Procurement and Contracting Department has found Grandview to be in default under the Original Agreement.**

The Original Agreement grants City the express right to terminate immediately, in whole or in part, when a Vendor's acts constitute a failure "to carry out any obligation, term, or condition"<sup>4</sup> under the Agreement. Terminable events include, but are not limited to, where<sup>5</sup>:

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

Please allow this letter to serve as formal notice that the City hereby exercises its right to terminate City of Ocala Contract No. PWD/240267, in its entirety, for Grandview's: (a) failure to timely and properly perform services as set forth in the Agreement; (b) performing work that does not meet the specifications set forth in the Agreement; and (c) giving the City reason to believe that Grandview cannot perform to the requirements of the Original Agreement. **The effective date of this termination shall be FEBRUARY 28, 2025.**

Grandview shall immediately take the following steps, as applicable:

- (1) complete all work in progress for the first cycle of February and make no further orders for materials or supplies in connection with its performance under City of Ocala Contract No. PWD/240267 without express written authorization from the City Project Manager, Brian Herrick, at [bherrick@ocalalf.gov](mailto:bherrick@ocalalf.gov);
- (2) provide documentation and a final invoice for all services provided through February 28, 2025;
- (3) return all materials in Grandview's possession (if any) that are either owned by City or paid for by City in connection with Grandview's performance under City of Ocala Contract No. PWD/240267; and
- (4) keep adequate records of its compliance with the foregoing including, but not limited to, the date that Grandview received the notice of termination, the extent of completion of

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<sup>4</sup> See Ex. A at ¶8(A).

<sup>5</sup> See Ex. A at p. 4 ¶ 8(A)(1)-(4).

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performance of any work-in-progress as of the effective date of the termination, and proof that Vendor furnished notice of termination to all subcontractors and/or supplies that will be affected by the termination (if any).

Please direct any communications regarding this correspondence to the undersigned at [drobinson@ocalafl.gov](mailto:drobinson@ocalafl.gov). A confirming copy of this Notice shall be via certified mail, return receipt requested.

Sincerely,



Daphne M. Robinson, Esq.  
Procurement & Contracting Officer  
Director, Procurement and Contracting

Enclosures

cc: Ken Whitehead, Assistant City Manager  
Darren Park, Director – Public Works Department  
Brian Herrick, Stormwater Systems Manager – Public Works Department  
Steven Schnortz, Vendor Relations Coordinator – Procurement & Contracting Department  
Shayatta Roberts, Procurement Manager - Procurement & Contracting Department  
Patti Lewis, Contracting Manager – Procurement & Contracting Department  
Louis Joseph, Buyer - Procurement & Contracting Department

# EXHIBIT A



## AGREEMENT FOR STREET SWEEPING SERVICES FOR CITY STREETS AND CITY-OWNED PARKING LOTS

THIS AGREEMENT FOR STREET SWEEPING SERVICES FOR CITY STREETS AND CITY-OWNED PARKING LOTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GRANDVIEW LANDSCAPING SERVICES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3563243) ("Contractor").

**WHEREAS**, on January 12, 2024, City issued an Invitation to Bid for the provision of street sweeping maintenance services for City streets and City-owned parking lots located within the City of Ocala, ITB No.: PWD/240267 (the "Solicitation"); and

**WHEREAS**, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the bid submitted by Grandview Landscaping Services, Inc. was found to be the lowest; and

**WHEREAS**, Contractor was chosen as the intended awardee to provide street sweeping services for City streets and City-owned parking lots located within the City of Ocala (the "Project"); and

**WHEREAS**, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

**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.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-3)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Downtown Parking Map (C-1)
- Exhibit D: City Map (D-1 through D-2)
- Exhibit E: Holiday Schedule (E-1 through E-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E.

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 and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FOUR HUNDRED THOUSAND, AND 00/100 DOLLARS (\$400,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.
  - A. **Escalation.** Requests for price increases must be submitted no less than **NINETY (90) DAYS** prior to the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a **TWELVE (12) MONTH PERIOD**; or maximum negotiated increase of no more than **THREE PERCENT (3%)** annually unless there are mitigating market conditions.
  - B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor will invoice at least one a month. Contractor shall report cubic yards or tonnage of debris collected for each billing cycle on each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works, Attn: Brian Herrick, 1805 NE 30<sup>th</sup> Avenue, Bldg. 300, Ocala, FL 34470**, E-Mail: [bherrick@ocalafl.gov](mailto:bherrick@ocalafl.gov)
  - C. **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.
  - D. **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.
  - E. **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 judgments at the highest rate as allowed by law.
  - F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - G. **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. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **MAY 8, 2024** and continue in effect for a term of **TWO (2) YEARS**, through and including **MAY 7, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (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.
  - A. 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.
  - B. 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.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
  - A. 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 Bid. 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.
  - B. 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, or procedures of construction 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 Contractor 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. **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.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor 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.
12. **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 is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - D. **Public Entity Crimes.** 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.

13. **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.
14. **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.
15. **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.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **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 Two 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. Policy must include coverage for contractual liability and independent contractors.
  - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
19. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
  - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
  - C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala.**



**Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.org](mailto:vendors@ocalafl.org).
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include, 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.
20. **SAFETY/ENVIRONMENTAL**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. 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 not designated for removal, relocation, or replacement in the course of work.

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.

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. **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.
24. **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.
25. **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.



26. **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.
27. **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.
28. **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](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**



29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and 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.
36. **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.
37. **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:	Grandview Landscaping Services, Inc Attention: John Sapp 4810 NW 27 <sup>th</sup> Avenue Ocala, Florida 34475 Phone: (352) 694-9247 E-mail: <a href="mailto:john@grandviewinc.com">john@grandviewinc.com</a>
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 <sup>rd</sup> Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: <a href="mailto:notices@ocalafl.gov">notices@ocalafl.gov</a>
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 <sup>rd</sup> Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: <a href="mailto:cityattorney@ocalafl.gov">cityattorney@ocalafl.gov</a>

38. **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.
39. **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.

40. **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.
41. **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.
42. **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.
43. **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.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **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.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **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.
49. **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.

50. **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 5/1/2024

**ATTEST:**

**CITY OF OCALA**

DocuSigned by:  
*Angel B. Jacobs*  
8DB3574C28E54A5...  
\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

DocuSigned by:  
*Barry Mansfield*  
550E4A5AC2844F7...  
\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**GRANDVIEW LANDSCAPING SERVICES, INC**

DocuSigned by:  
*William E. Sexton*  
801E3CFC8E80E429  
\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

DocuSigned by:  
*[Signature]*  
AT0R0C0651607F0C8...  
\_\_\_\_\_  
By: John Sapp  
(Printed Name)

Title: president  
(Title of Authorized Signatory)

**Exhibit A – SCOPE OF WORK****CONTRACT# PWD/240267****BACKGROUND**

Contractor shall provide sweeping maintenance services for City Streets and City-owned parking lots located within the City. Contractor will be responsible for up to 200 curbed center lane miles measured from the center of the road and includes both sides of the street.

The frequency of services shall vary and may be increased or decreased during the contract term. All services shall be performed under the City's requirements and Florida Department of Transportation (FDOT) regulations. The Contractor will be responsible for all the labor, equipment, and materials required to provide these services.

**STREET SWEEPING SCHEDULE**

**The street sweeping schedule will be as follows:**

- **June 1st through September 30th -ONE (1)** cycle to be completed each month.
- **October 1st through May 31<sup>st</sup>-TWO (2)** cycles to be completed each month.

Any additional sweeping needed in the off months from storms will require a set price for added work.

All work shall be scheduled through the Project Manager, Brian Herrick, by phone at 352-351-6733, and email: [bherrick@ocalafl.gov](mailto:bherrick@ocalafl.gov).

**Contractor shall report cubic yards or tonnage of debris collected for each billing cycle on each invoice.**

**SPECIFICATIONS**

Road and bridge sweeping maintenance consists of the removal and disposal of all litter and debris from designated areas within the limits of the City of Ocala's rights-of-way. Areas to be maintained are:

- a) Curb and gutter
  - b) Valley gutter
  - c) SE 31<sup>ST</sup> bridge, NE 36<sup>th</sup> Ave bridge, SW 42<sup>ND</sup> St bridge.
  - d) Highway interchanges and intersections
  - e) Turn lanes
  - f) City paved parking lots (not to include private)
  - g) All roundabouts including the inside & outside curb when applicable.
- Sweeping of accumulated debris shall be a minimum of four feet (4') wide from curb and gutters; turnout areas at intersections and major interchanges are measured in curb lane mile rate.
  - The City's expectations include sweeping activities, which shall be performed by either a vacuumed or mechanical machine with a minimum 4-yard hopper. These specifications are stated to achieve the specified goal and City expectations in receiving quality services. Debris too large for the sweeper shall be removed manually by the Contractor.
  - All sweepings shall be accomplished in the same direction as the traffic flow. Sweeping against or opposing the traffic shall not be permitted. The foregoing requirements shall be considered as the minimum and the Contractor's compliance with these requirements shall in no way relieve them of final

**Exhibit A – SCOPE OF WORK****CONTRACT# PWD/240267**

responsibility for providing adequate traffic control devices, by regulatory agencies, for the protection of employees and the public in work areas.

- The sweeping operation shall minimize fugitive dust by utilizing appropriate modern equipment equipped with water mist sprayers.
- Vehicles parked in the sweeping area shall be swept around. The area occupied by a parked vehicle will be considered as work accomplished.
- Contractor shall be required to repeat the sweeping process if the street/area is found to be unacceptable. This shall be completed within a twenty-four (24) hour period and shall be performed at no charge to the City. All roads swept by Contractor shall present an appearance which is following this Agreement and to the City's satisfaction.
- Weather conditions will be monitored by the Stormwater Manager or his /her designee who reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, Contractor shall adjust the work schedule to return to the normal weekly schedule the following week. The City reserves the right to direct schedule changes as necessary due to inclement weather. In the event of a rainy day, the Contractor shall obtain approval from the City representative for the day sweeping.
- All street sweepers must be equipped with a GPS locator and real-time tracking system to cater to customer service requests. The City Project Manager should have access to GPS tracking for real-time monitoring and record-keeping. Contractor must provide an emailed report of the area covered by the sweepers during the billing cycle, along with the driver's name and any other relevant information. Additionally, daily audits of sweeping cycles shall be completed. The archived data must be available for retrieval as required.
- Contractor must have one (1) employee who is Maintenance of Traffic (MOT) certified on-site at all times.
- The street sweeper shall be equipped with all necessary warning devices needed to protect the traveling public.
- Street sweeping services shall not be performed on the same day as the designated route of the sanitation/recycling route. Street sweeping may occur before or after the designated day of sanitation/recycle pickup to ensure no conflict between the two services. See: Sanitation/Recycle map.

**WORKING HOURS**

- City roadways shall be swept between 7:00 a.m. and 5:00 p.m. Monday through Friday and not on holidays See: City Holiday Schedule attachment. Sweeping of other roadways must be performed during the same schedules and is pre-arranged with the City representative to afford minimum interference with traffic. The City and the Contractor shall have the right to establish special schedules due to problems with noise or similar discomforts affecting citizens in homes or buildings adjacent to the roadway. All special schedules shall be agreed to by both parties in writing.
- Completed work shall result in a clean service area, free of all accumulated debris immediately after sweeping, regardless of the number of sweeping passes required to achieve the City's goals and expectations. All debris collected during street sweeping shall be disposed of by the Contractor and

**Exhibit A – SCOPE OF WORK****CONTRACT# PWD/240267**

done so in accordance with Florida Department of Environmental Protection (FDEP) "Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments."

- A dump truck or transfer truck will be allowed to park or stage at certain designated City-owned retention ponds. The list of retention areas can be provided upon request by the City Project Manager before each cycle.

<b>AREAS</b>	<b>SCHEDULE</b>	<b>MISCELLANEOUS</b>
All City roadways with curbs and gutters are shown on <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The entire downtown City-owned parking lots and the surrounding downtown area.	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
All of the historical downtown areas as shown on the <b>Exhibit D- Map</b> of defined City streets.	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Southeast area for sweeping is outlined on the <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Northeast areas for sweeping are outlined on the <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Northwest areas for sweeping are outlined on the <b>Exhibit D- Map</b> .	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
The Southwest areas for sweeping are outlined on the <b>Exhibit D- Map</b>	Sweep from June 1 <sup>st</sup> through September 30 <sup>th</sup> <b>ONE (1)</b> time a month. October 1 <sup>st</sup> through May 31 <sup>st</sup> <b>TWO (2)</b> times a month	Excludes weekends and holidays; except when requested by the City
Holiday event cleanup sweeping	Optional for post-holiday events and at the request of the City.	

**Exhibit B - Price Proposal****CONTRACT# PWD/240267**

<b>INITIAL TERM PRICING</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>Estimated Annual</b>	<b>COST</b>
<b>1</b>	City Streets only with Miami curb or curb and gutter for a total of <b>200 center lane miles</b> , including both sides of the street. *Unit price shall be based on the above description*	Each Service	20	<b>\$ 9,500.00</b>
<b>2</b>	Parking Lot – Concord Lot# 5	Each Service	20	<b>\$ 45.00</b>
<b>3</b>	Parking Lot – Murphy Lot# 13	Each Service	20	<b>\$ 45.00</b>
<b>4</b>	Parking Lot – American Pawn# 7	Each Service	20	<b>\$ 45.00</b>
<b>5</b>	Parking Lot-Collier Lot# 9	Each Service	20	<b>\$ 45.00</b>
<b>6</b>	Parking Lot – Theatre Lot	Each Service	20	<b>\$ 45.00</b>
<b>7</b>	Parking Lot – Down Town Square	Each Service	20	<b>\$ 45.00</b>
<b>ANNUAL PRICING</b>				<b>\$195,400.00</b>

<b>OPTIONAL ITEMS:</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>COST</b>	
<b>8</b>	Downtown Commercial Area - After Block Party, Post Holiday Events at the request of	Per Hour		<b>\$125.00</b>
<b>9</b>	Non-Emergency Roadway Sweeping	Per Hour		<b>\$125.00</b>
<b>10</b>	Non-Emergency Roadway Sweeping Disposal	Per Cubit Yard		<b>\$45.00</b>
<b>11</b>	Emergency Roadway Sweeping	Per Hour		<b>\$250.00</b>
<b>12</b>	Emergency Roadway Sweeping Disposal	Per Cubit Yard		<b>\$45.00</b>
<b>13</b>	Hourly rate – Service to other parking areas not specifically listed above	Per Hour		<b>\$125.00</b>

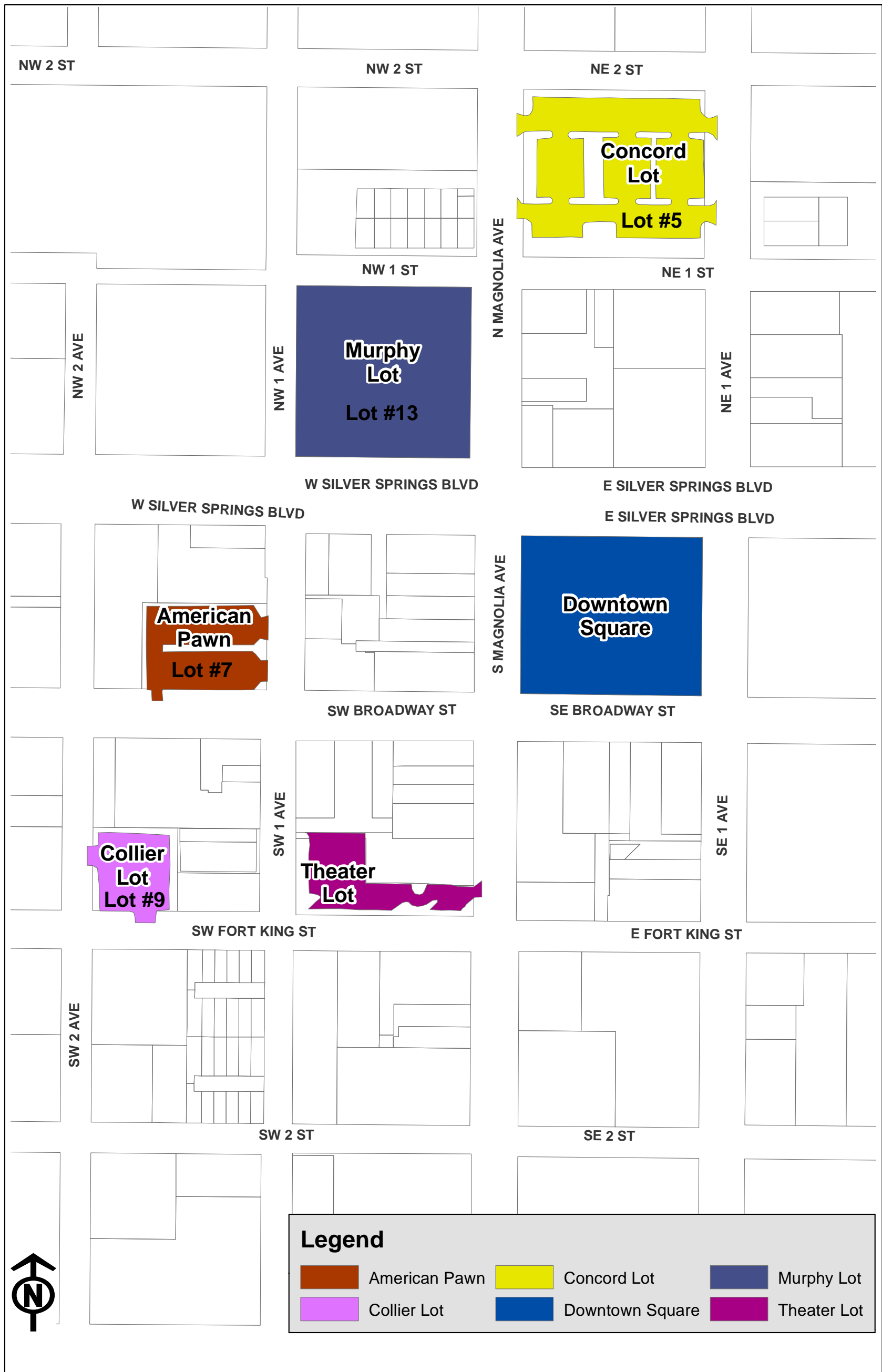


Exhibit D - City Map

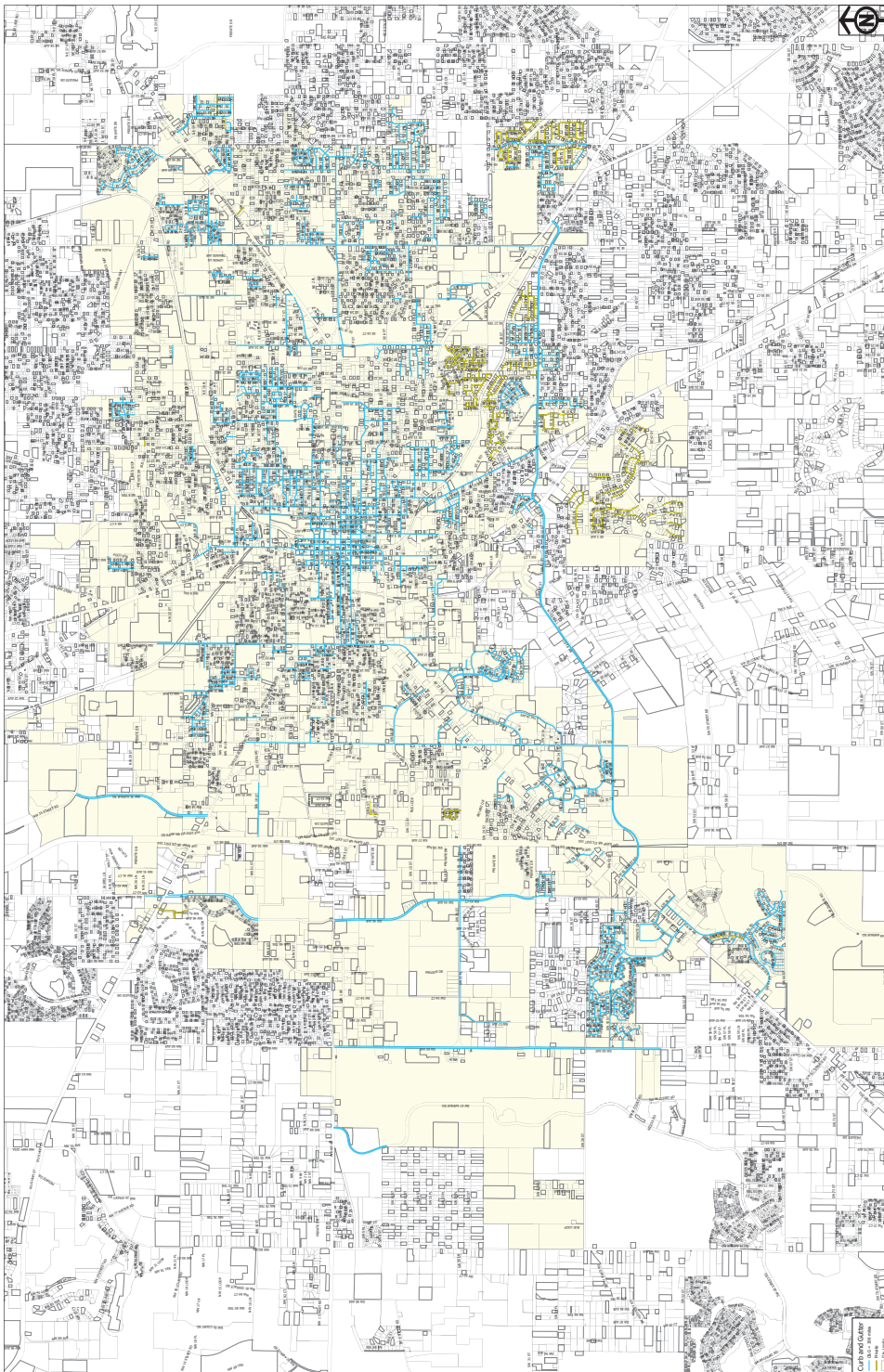
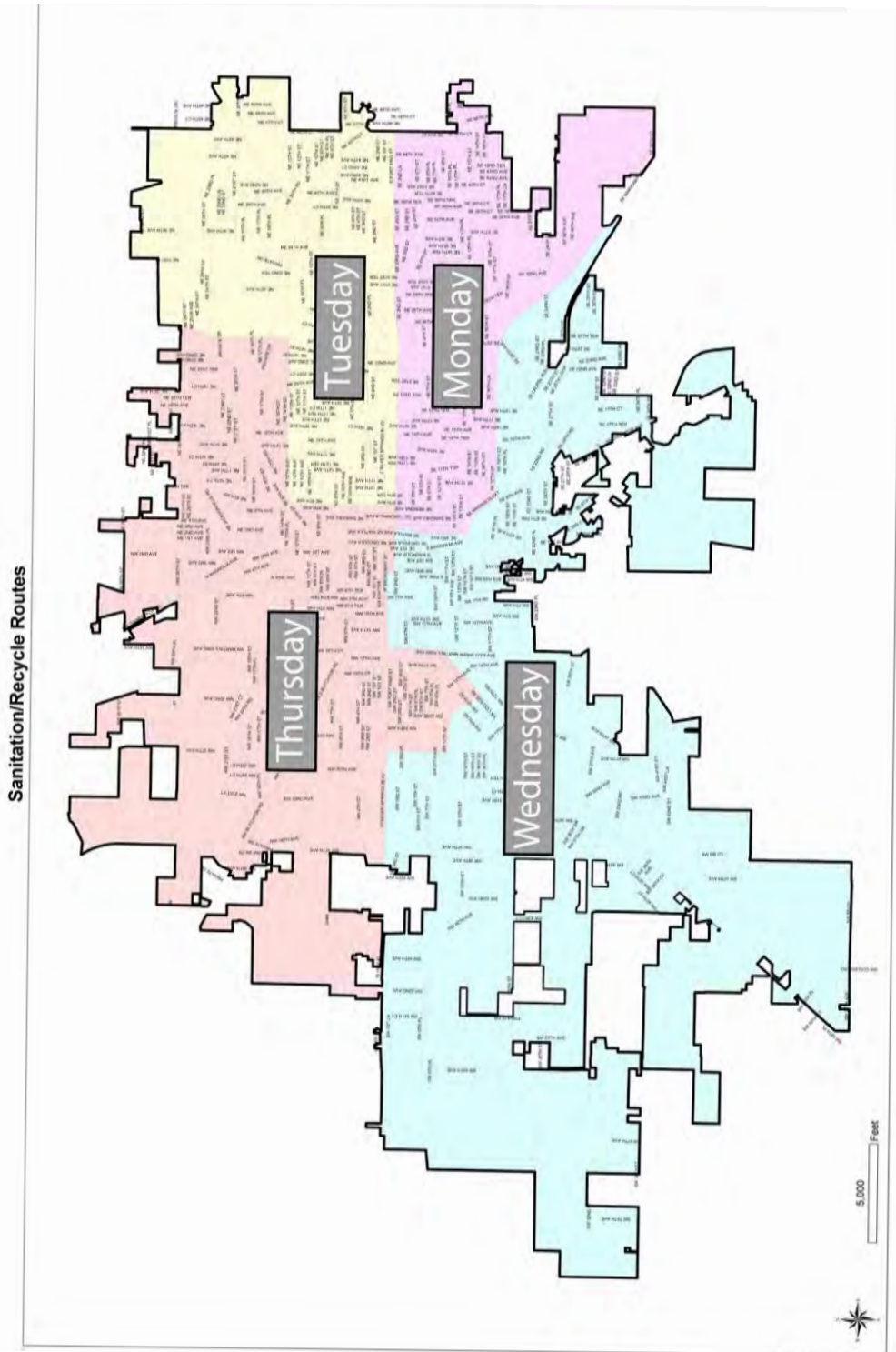


Exhibit D - City Map



## Holiday Schedule

New Year's Day

Thanksgiving Day

Day After Thanksgiving

Martin Luther King, Jr. Day

Memorial Day

Christmas Eve

Christmas Day

Independence Day

Juneteenth

Labor Day

Veterans' Day

If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City.

**RESIDENTIAL SANITATION HOLIDAY AND AMNESTY DAY SCHEDULE 2024**

<b><u>CITY HOLIDAY DATE</u></b>	<b><u>HOLIDAY</u></b>	<b><u>SERVICE SCHEDULE</u></b>
Monday, January 1, 2024	New Year's Day	<b>Closed</b> – All routes one day later
Monday, January 15, 2024	Martin Luther King, Jr. Day	<b>Closed</b> – All routes one day later
Monday, May 27, 2024	Memorial Day	<b>Closed</b> – All routes one day later
Wednesday, June 19, 2024	Juneteenth	<b>Closed</b> –Wednesday and Thursday routes one day later
Thursday, July 4, 2024	Independence Day	<b>Closed</b> –Thursday routes will be collected Friday, July 5.
Monday, September 2, 2024	Labor Day	<b>Closed</b> – All routes one day later
Monday, October 14, 2024	Columbus Day	<b>Not Closed- Routes not affected</b>
Monday, November 11, 2024	Veterans Day	<b>Closed</b> – All routes one day later.
Thursday, November 28, 2024	Thanksgiving Day	<b>Closed</b> – Thursday's collection will be on Friday, November 29
Friday, November 29, 2024	Day after Thanksgiving	Office closed but Thursday's routes will be collected
Tuesday, December 24, 2024	Christmas Eve	Office closed but Tuesday's routes will be collected.
Wednesday, December 25, 2024	Christmas Day	<b>Closed</b> –Wednesday and Thursday routes one day later
Wednesday, January 1, 2025	New Year's Day	<b>Closed</b> –Wednesday and Thursday routes one day later

**HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTION DAYS**

April 20, 2024	Saturday – 8:00 AM TO 1:00 PM	SW corner of NE 14 <sup>th</sup> Street & NE 8 <sup>th</sup> Avenue
September 14, 2024	Saturday – 8:00 AM TO 1:00 PM	SW corner of NE 14 <sup>th</sup> Street & NE 8 <sup>th</sup> Avenue

**TIRE AMNESTY DAY COLLECTION DATES (TWO LOCATIONS)**

March 9, 2024	Saturday – 8:00 AM TO 1:00 PM	SW corner of NE 14 <sup>th</sup> Street & NE 8 <sup>th</sup> Avenue and 255 NW Martin Luther King, Jr. Blvd (Hampton Aquatic Fun Center).
October 5, 2024	Saturday – 8:00 AM TO 1:00 PM	SW corner of NE 14 <sup>th</sup> Street & NE 8 <sup>th</sup> Avenue and 255 NW Martin Luther King, Jr. Blvd (Hampton Aquatic Fun Center).

**SANITATION INFORMATION HOTLINE**

**352-351-6698** (Available 24 hours a day, 7 days a week for updated information.)

**RESIDENTIAL SANITATION AND RECYCLING INFORMATION**

**352-351-6697** (Available Monday thru Friday from 7:00 am to 4:30 pm.)

**Certificate Of Completion**

Envelope Id: 44AAB00572A54586921BF897060FAB18	Status: Completed
Subject: SIGNATURE - Agreement for Street Sweeping Services_ Grandview Landscaping Services, Inc (PWD/240267)	
Source Envelope:	
Document Pages: 23	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

**Record Tracking**

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
4/17/2024 4:11:48 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

**Signer Events**

John Sapp  
john@grandviewinc.com  
president  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
A70AD65676074CB...  
Signature Adoption: Drawn on Device  
Using IP Address: 174.228.162.29  
Signed using mobile

**Timestamp**

Sent: 4/17/2024 4:19:17 PM  
Viewed: 4/24/2024 8:27:15 AM  
Signed: 4/24/2024 8:30:01 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/24/2024 8:27:15 AM  
ID: 5d406528-15be-4dfd-aeca-0413550e4ff6

William E. Sexton  
wsexton@ocalafl.org  
City Attorney  
City of Ocala  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
B07DCFC4E86E429...  
Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

Sent: 4/24/2024 8:30:07 AM  
Viewed: 4/26/2024 12:26:57 PM  
Signed: 4/30/2024 1:05:00 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Barry Mansfield  
bmansfield@ocalafl.org  
Council President Pro Tem  
City of Ocala  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
550E4A5AC2B44F7...  
Signature Adoption: Pre-selected Style  
Using IP Address: 174.239.92.104  
Signed using mobile

Sent: 4/30/2024 1:05:07 PM  
Viewed: 5/1/2024 6:01:46 PM  
Signed: 5/1/2024 6:02:13 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Angel B. Jacobs  
ajacobs@ocalafl.org  
City Clerk  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
8DB3574C28E54A5...  
Signature Adoption: Pre-selected Style  
Using IP Address: 216.255.240.104

Sent: 5/1/2024 6:02:19 PM  
Viewed: 5/2/2024 9:22:49 AM  
Signed: 5/2/2024 9:23:35 AM

**Electronic Record and Signature Disclosure:**

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

Accepted: 5/2/2024 9:22:49 AM  
ID: bacce493-ac44-4cd6-9cfb-494fbc06b01

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
--------------------------------	------------------	------------------

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
------------------------------	---------------	------------------

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
-------------------------------------	---------------	------------------

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
----------------------------------	---------------	------------------

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	4/17/2024 4:19:17 PM
Certified Delivered	Security Checked	5/2/2024 9:22:49 AM
Signing Complete	Security Checked	5/2/2024 9:23:35 AM
Completed	Security Checked	5/2/2024 9:23:35 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

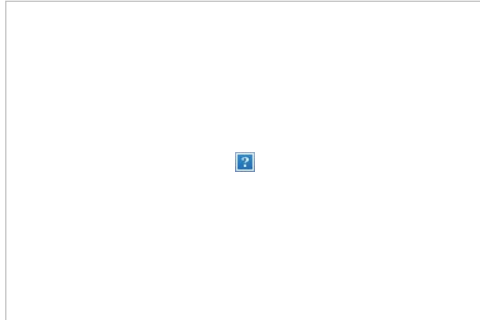
<b>Electronic Record and Signature Disclosure</b>
---

# **EXHIBIT B**

**From:** [mark](#)  
**To:** [Brian Herrick](#)  
**Cc:** [Avery Duval](#); [Phillip](#)  
**Subject:** RE: Ocala Street Sweeper  
**Date:** Monday, June 3, 2024 8:48:59 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Shop is telling me we will have the truck back in the morning fingers crossed.

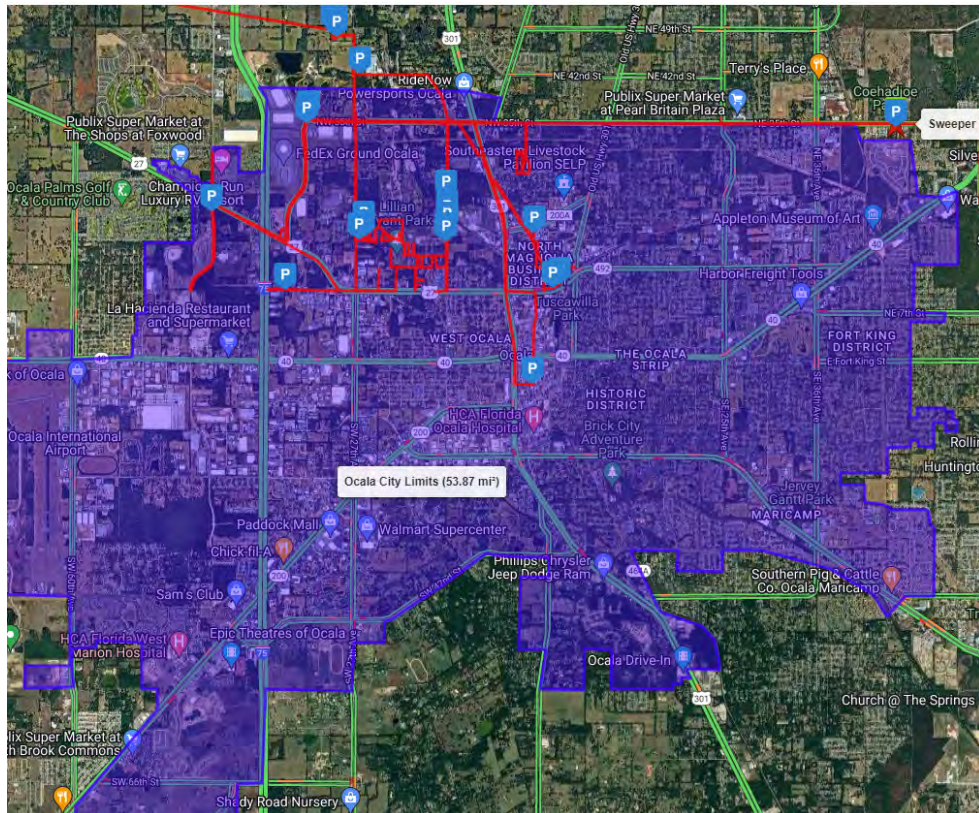


**From:** Brian Herrick <BHerrick@ocalafl.gov>  
**Sent:** Monday, June 3, 2024 8:38 AM  
**To:** mark <mark@grandviewinc.com>  
**Subject:** Ocala Street Sweeper

Marc,

I see the sweeper is still down. Any idea when it will be up and running? Looks like you guys started on the NW quad but didn't get any further last month.

Thank you,  
Brian



**From:** [mark](#)  
**To:** [Brian Herrick](#)  
**Cc:** [Tom Casey](#)  
**Subject:** Re: Ocala Street Sweeper  
**Date:** Wednesday, June 12, 2024 3:53:31 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, we took it out. And broke down again we've been to Orlando twice today for parts. We're working on it. Sorry, I missed the email. We hope to be back going in the morning. Please include [avery@grandviewinc.com](mailto:avery@grandviewinc.com) and [john@grandviewinc.com](mailto:john@grandviewinc.com) in emails to help facilitate communication

Mark

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Wednesday, June 12, 2024 3:49:12 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>  
**Subject:** FW: Ocala Street Sweeper

Mark,

Can you give me an update?

Thank You,  
Brian

---

**From:** Brian Herrick  
**Sent:** Wednesday, June 12, 2024 7:25 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>  
**Subject:** FW: Ocala Street Sweeper

Marc,

Looking at the GPS history this week. The sweeper didn't sweep much if any. Is it not fixed? Please keep me in the loop.

Thank you,  
Brian

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, June 10, 2024 1:01 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Subject:** RE: Ocala Street Sweeper

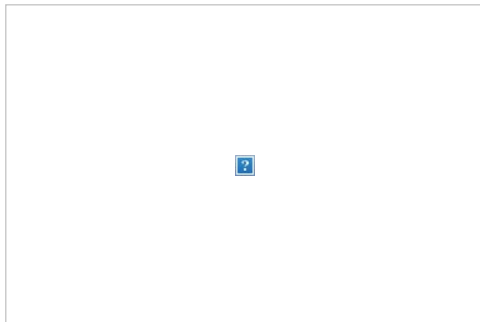
Sounds good. Come on over, we will give you a few.

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Monday, June 10, 2024 12:59 PM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Cc:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>; Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: Ocala Street Sweeper

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

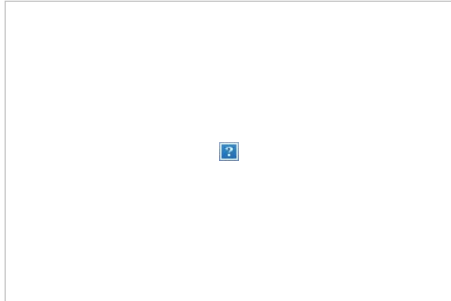
We are back going, going to do a hard push to get some of these gutters cleaned this afternoon before the storm today. I am going to drop a dumpster at big sun today and I want to drop the other at the city Lot, can I swing by and get a key?



**From:** [mark](#)  
**To:** [Brian Herrick](#)  
**Cc:** [Tom Casey](#); [Avery Duval](#); [Phillip](#); [john](#)  
**Subject:** RE: Ocala Street Sweeper  
**Date:** Thursday, June 13, 2024 11:48:25 AM  
**Attachments:** [image007.png](#)  
[image004.jpg](#)  
[image005.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

10-4 will have him roll back into the shop and check the skirts, then re sweep



**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Thursday, June 13, 2024 10:39 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>; Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: Ocala Street Sweeper

Mark,

I just came from the Downtown area and followed the trac of the sweeper. I'm extremely disappointed in what its leaving behind. I'm not sure it's doing anything besides pushing the dirt around. I took a few pics to give you an idea of what im referring to. Please send the sweeper back to the areas and re-sweep them.

Thank You,  
Brian

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Thursday, June 13, 2024 8:25 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>; Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** Re: Ocala Street Sweeper

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Will do, thanks!

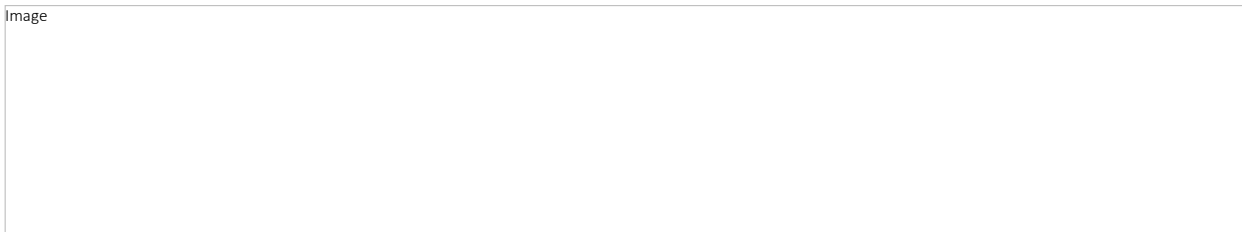
**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Thursday, June 13, 2024 8:11:27 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>; Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: Ocala Street Sweeper

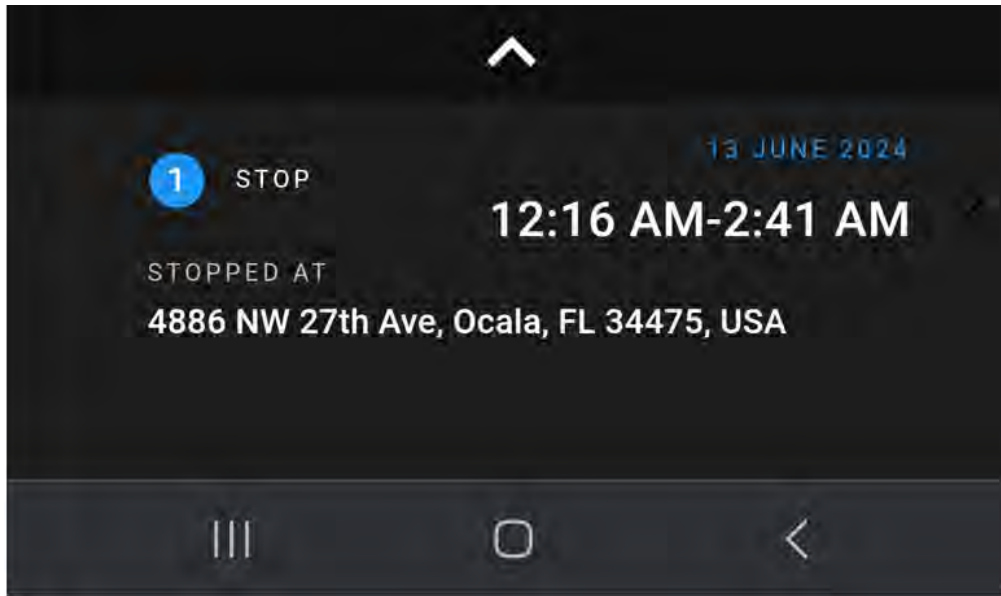
Good to see its up and running. Don't forget the Parking lots. They can be done early in the morning if needed.

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Thursday, June 13, 2024 7:37 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>; Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** Re: Ocala Street Sweeper

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Image





Back up and running

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Wednesday, June 12, 2024 3:53:15 PM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>  
**Subject:** Re: Ocala Street Sweeper

Yes, we took it out. And broke down again we've been to Orlando twice today for parts. We're working on it. Sorry, I missed the email. We hope to be back going in the morning. Please include [avery@grandviewinc.com](mailto:avery@grandviewinc.com) and [john@grandviewinc.com](mailto:john@grandviewinc.com) in emails to help facilitate communication.

Mark

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Wednesday, June 12, 2024 3:49:12 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>  
**Subject:** FW: Ocala Street Sweeper

Mark,

Can you give me an update?

Thank You,  
Brian

---

**From:** Brian Herrick  
**Sent:** Wednesday, June 12, 2024 7:25 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Tom Casey <[TCasey@ocalafl.gov](mailto:TCasey@ocalafl.gov)>  
**Subject:** FW: Ocala Street Sweeper

Marc,

Looking at the GPS history this week. The sweeper didn't sweep much if any. Is it not fixed? Please keep me in the loop.

Thank you,  
Brian

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, June 10, 2024 1:01 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Subject:** RE: Ocala Street Sweeper

Sounds good. Come on over, we will give you a few.

**From:** [mark](#)  
**To:** [Brian Herrick](#); [Avery Duval](#)  
**Cc:** [Phillip](#); [john](#)  
**Subject:** Re: City of Ocala Sweeping  
**Date:** Monday, July 29, 2024 8:49:23 AM  
**Attachments:** [image001.gif](#)  
[image002.png](#)  
[image003.png](#)

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

10-4 I just got back into the office today and will dig in

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, July 29, 2024 8:36:16 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

Good morning,

Looking on the GPS map, it's showing a lot more area that needs to be covered. How are you looking? Looking back from last months GPS logs, you missed several areas. None of the Fore Ranch area was hit, which is a big problem area for us.

Thank you,  
Brian

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Friday, July 19, 2024 1:43 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

OK. Please keep me posted on any delays.

Thank you,  
Brian

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Friday, July 19, 2024 11:16 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** Re: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Friday, July 19, 2024 11:06:42 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>  
**Subject:** Re: City of Ocala Sweeping

Yes absolutely, we have had major issues and repairs are in process. We were to receive the truck back from shop with all repairs made yesterday and it was not delivered. I will have an update for you shortly

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Friday, July 19, 2024 10:25:32 AM  
**To:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>; Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping



Avery,

Grandview has now had this contract for a few months and has been able to complete one cycle. It appears that your sweeper has some issues on a regular basis that need to be resolved. This leads me to a few questions: Is Grandview able to complete the work detailed in the contract on time as specified in the scope with the equipment it has? Does Grandview want to continue with the contract or are they interested in terminating the agreement?

Thank you,  
Brian

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Friday, July 19, 2024 10:12 AM  
**To:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

10-4

---

**From:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Sent:** Friday, July 19, 2024 10:10 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Subject:** RE: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Brian . The truck had to be taken to Tampa to get the problem resolved and we should have it back the beginning of next week. I'll keep you posted .

*AVERY DUVAL*

BUSINESS DEVELOPMENT

RISK MANAGEMENT

Grandview Landscaping Services Inc.

PO Box 5340, Ocala FL 34478

**Phone: 352-694-9247**

**Fax: 352-694-9285**

*[AVERY@GRANDVIEWINC.COM](mailto:AVERY@GRANDVIEWINC.COM)*

*[www.Grandviewinc.com](http://www.Grandviewinc.com)*



---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, July 15, 2024 3:11 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

OK, Please make sure the operators do a good job on the parking lots.

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Monday, July 15, 2024 2:36 PM

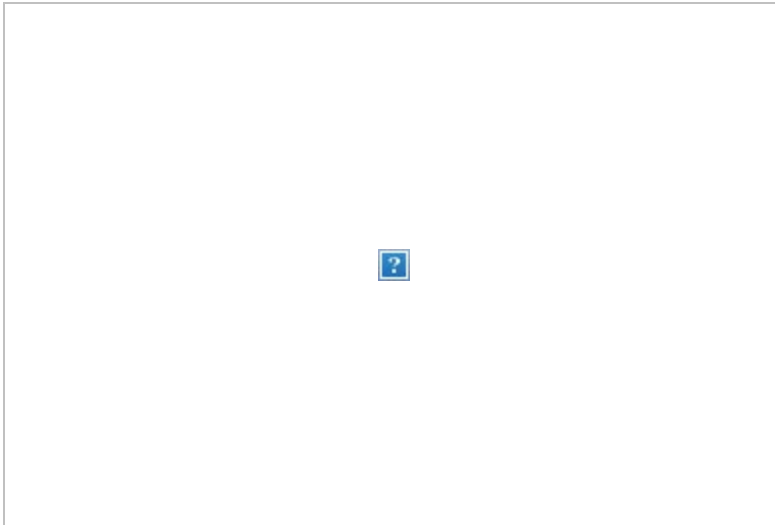
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>

**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>

**Subject:** RE: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

He is scheduled to do the July cycle starting the 18<sup>th</sup>



---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>

**Sent:** Monday, July 15, 2024 2:21 PM

**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>

**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>

**Subject:** City of Ocala Sweeping

Good Afternoon,

Is your sweeper running. Just checking the GPS and not showing much.

Thank you,

**Brian Herrick**

Stormwater Systems Manager

City of Ocala – Public Works

1805 NE 30<sup>th</sup> Ave Bldg 300

Ocala, FL 34470

(352) 351-6733

[bherrick@ocalafl.gov](mailto:bherrick@ocalafl.gov)

**From:** [Brian Herrick](#)  
**To:** [Avery Duval](#); [mark](#)  
**Cc:** [Phillip](#); [john](#)  
**Subject:** RE: City of Ocala Sweeping  
**Date:** Tuesday, July 30, 2024 8:19:00 AM  
**Attachments:** [image001.png](#)  
[image002.gif](#)  
[image003.png](#)

---

Please give me your estimate on how much of this cycle has been completed.

---

**From:** Avery Duval <avery@grandviewinc.com>  
**Sent:** Tuesday, July 30, 2024 8:08 AM  
**To:** Brian Herrick <BHerrick@ocalafl.gov>; mark <mark@grandviewinc.com>  
**Cc:** Phillip <Phillip@grandviewinc.com>; john <john@grandviewinc.com>  
**Subject:** RE: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Brian. Currently both sweeper truck are down and at Freightliner being repaired. I will keep up to speed on the progress. We anticipate them to be up and running by the middle of next week and will get caught up.

*AVERY DUVAL*

BUSINESS DEVELOPMENT

RISK MANAGEMENT

Grandview Landscaping Services Inc.

PO Box 5340, Ocala FL 34478

**Phone: 352-694-9247**

**Fax: 352-694-9285**

***AVERY@GRANDVIEWINC.COM***

***www.Grandviewinc.com***



---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, July 29, 2024 8:52 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

Ok, thanks. Please double check all areas this time before sending in an invoice.

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Monday, July 29, 2024 8:49 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** Re: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

10-4 I just got back into the office today and will dig in

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, July 29, 2024 8:36:16 AM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

Good morning,

Looking on the GPS map, it's showing a lot more area that needs to be covered. How are you looking? Looking back from last months GPS logs, you missed several areas. None of the Fore Ranch area was hit, which is a big problem area for us.

Thank you,  
Brian

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Friday, July 19, 2024 1:43 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

OK. Please keep me posted on any delays.

Thank you,

---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Friday, July 19, 2024 10:12 AM  
**To:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

10-4

---

**From:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Sent:** Friday, July 19, 2024 10:10 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Subject:** RE: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Brian . The truck had to be taken to Tampa to get the problem resolved and we should have it back the beginning of next week. I'll keep you posted .

*AVERY DUVAL*

BUSINESS DEVELOPMENT

RISK MANAGEMENT

Grandview Landscaping Services Inc.

PO Box 5340, Ocala FL 34478

**Phone: 352-694-9247**

**Fax: 352-694-9285**

***AVERY@GRANDVIEWINC.COM***

*www.Grandviewinc.com*



---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, July 15, 2024 3:11 PM

**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

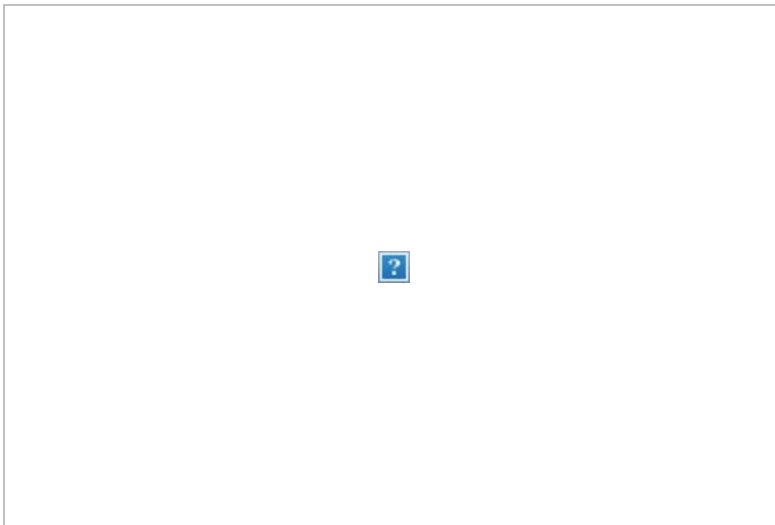
OK, Please make sure the operators do a good job on the parking lots.

---

**From:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Sent:** Monday, July 15, 2024 2:36 PM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

He is scheduled to do the July cycle starting the 18<sup>th</sup>



---

**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Sent:** Monday, July 15, 2024 2:21 PM  
**To:** mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Subject:** City of Ocala Sweeping

Good Afternoon,

Is your sweeper running. Just checking the GPS and not showing much.

Thank you,

**Brian Herrick**  
Stormwater Systems Manager

**From:** [Brian Herrick](#)  
**To:** [Avery Duval](#); [mark](#)  
**Cc:** [Phillip](#); [john](#); [Tom Casey](#)  
**Subject:** RE: City of Ocala Sweeping  
**Date:** Tuesday, August 6, 2024 7:50:00 AM  
**Attachments:** [image001.png](#)  
[image002.gif](#)  
[image003.png](#)

---

We are in desperate need of street sweeping. Are your trucks up and running?

---

**From:** Avery Duval <[avery@grandviewinc.com](mailto:avery@grandviewinc.com)>  
**Sent:** Tuesday, July 30, 2024 8:08 AM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>; mark <[mark@grandviewinc.com](mailto:mark@grandviewinc.com)>  
**Cc:** Phillip <[Phillip@grandviewinc.com](mailto:Phillip@grandviewinc.com)>; john <[john@grandviewinc.com](mailto:john@grandviewinc.com)>  
**Subject:** RE: City of Ocala Sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Brian. Currently both sweeper truck are down and at Freightliner being repaired. I will keep up to speed on the progress. We anticipate them to be up and running by the middle of next week and will get caught up.

*AVERY DUVAL*

BUSINESS DEVELOPMENT

RISK MANAGEMENT

Grandview Landscaping Services Inc.

PO Box 5340, Ocala FL 34478

**Phone: 352-694-9247**

**Fax: 352-694-9285**

***[AVERY@GRANDVIEWINC.COM](mailto:AVERY@GRANDVIEWINC.COM)***

***[www.Grandviewinc.com](http://www.Grandviewinc.com)***



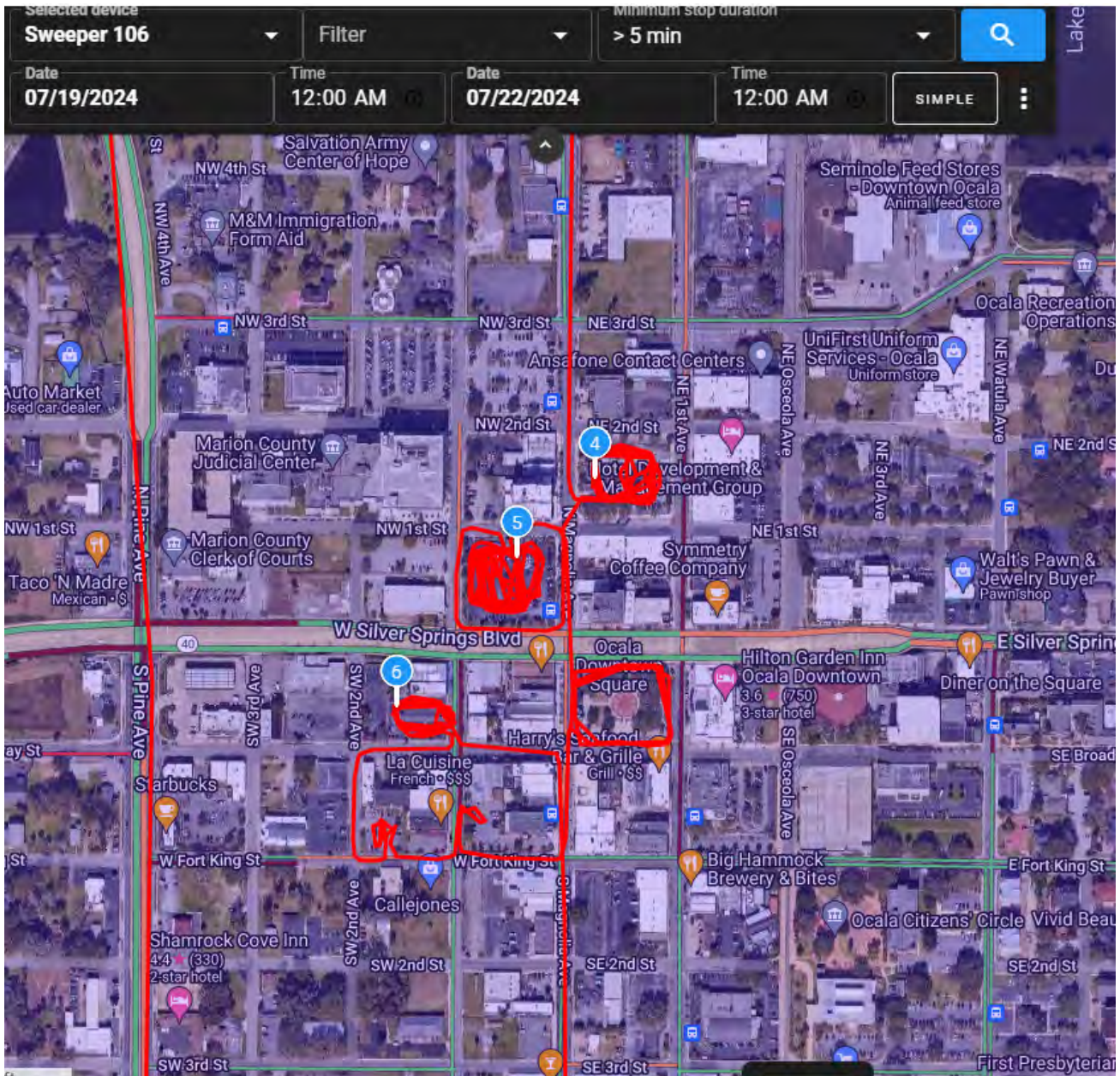
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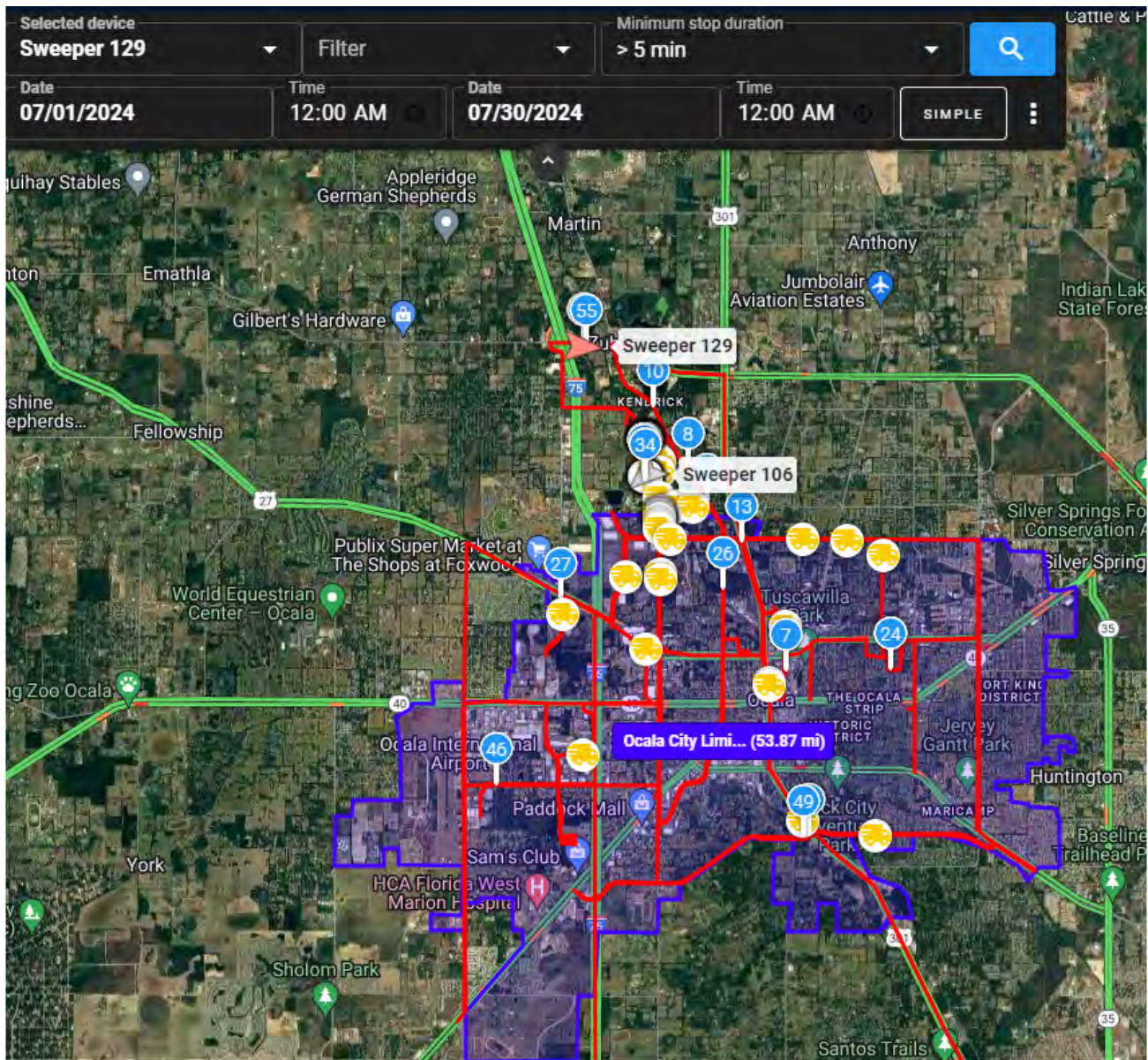
**From:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>

From: [mark](#)  
To: [Brian Herrick: Avery Duval](#)  
Cc: [Phillip: john](#)  
Subject: RE: City of Ocala Sweeping  
Date: Tuesday, July 30, 2024 11:13:32 AM  
Attachments: [image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.gif](#)  
[image001.png](#)  
[sweeper 129 July mileage.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

60% for sweeper 129  
City lots were also completed with 109 on 7/22





**From:** Brian Herrick <BHerrick@ocalafl.gov>  
**Sent:** Tuesday, July 30, 2024 8:20 AM  
**To:** Avery Duval <avery@grandviewinc.com>; mark <mark@grandviewinc.com>  
**Cc:** Phillip <Phillip@grandviewinc.com>; john <john@grandviewinc.com>  
**Subject:** RE: City of Ocala Sweeping

Please give me your estimate on how much of this cycle has been completed.

From: [mark](#)  
To: [Brian Herrick](#), [Avery Duval](#), [Phillip](#)  
Cc: [Tom Casey](#)  
Subject: Re: sweeper 106  
Date: Friday, August 23, 2024 8:44:58 AM  
Attachments: [image001.png](#)  
[image002.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

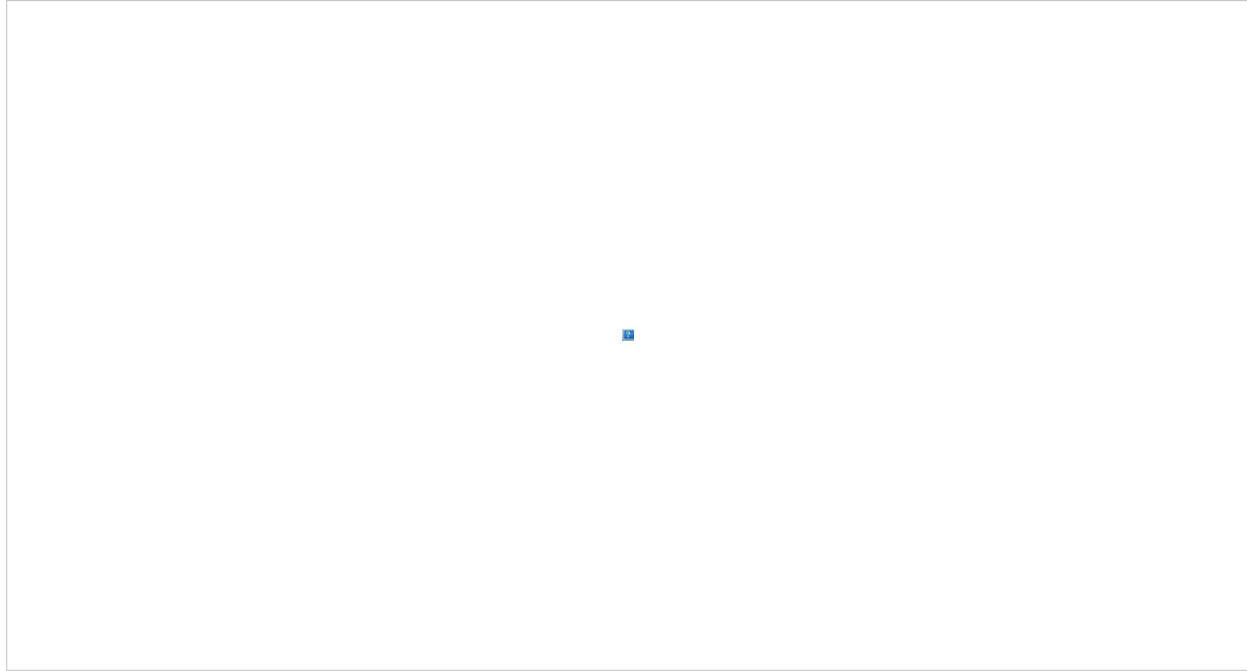
No that was 106. This sweeper's being sent to you. Because he does the city Lots, we will clean this up, so you don't have additional information That's not necessary.. 106 Did the city lots earlier this week. It is our intentions to have the July cycle completed today And start the august cycle on monday. We expect the August cycle to take 10 days. Then we will roll right into the September cycle. And be caught up. If all goes as planned, we will take 3 or 4 days off for maintenance on the truck. Once the September cycle is finished, we will start the October, which is 2 cycles, which will be continuous sweeping from then till March everyday.

From: Brian Herrick <bherrick@ocalafl.gov>  
Sent: Friday, August 23, 2024 8:36:36 AM  
To: Avery Duval <avduval@grandviewinc.com>; mark <mark@grandviewinc.com>; Phillip <Phillip@grandviewinc.com>  
Cc: Tom Casey <TCasey@ocalafl.gov>  
Subject: RE: sweeper 106

Was any of this for the City of Ocala. Looks like the sweeper went from your shop to a resident off Maricamp.

From: Avery Duval <avduval@grandviewinc.com>  
Sent: Friday, August 23, 2024 8:19 AM  
To: Brian Herrick <bherrick@ocalafl.gov>; mark <mark@grandviewinc.com>; Phillip <Phillip@grandviewinc.com>  
Subject: sweeper 106

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



## ***AVERY DUVAL***

BUSINESS DEVELOPMENT

RISK MANAGEMENT

Grandview Landscaping Services Inc.

PO Box 5340, Ocala FL 34478

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**Fax:** 352-694-9285

[AVERY@GRANDVIEWINC.COM](mailto:AVERY@GRANDVIEWINC.COM)

[www.Grandviewinc.com](http://www.Grandviewinc.com)



**From:** [Avery Duval](#)  
**To:** [Brian Herrick](#); [mark](#); [Phillip](#)  
**Subject:** SWEEPER 129  
**Date:** Tuesday, October 8, 2024 1:33:53 PM  
**Attachments:** [image001.png](#)

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Brian. Currently 129 is down with a cut brake line due to debris in the road. We are working on it right now and will update you as we are up and running.

*AVERY DUVAL*

BUSINESS DEVELOPMENT

RISK MANAGEMENT

Grandview Landscaping Services Inc.

PO Box 5340, Ocala FL 34478

**Phone: 352-694-9247**

**Fax: 352-694-9285**

*AVERY@GRANDVIEWINC.COM*

*[www.Grandviewinc.com](http://www.Grandviewinc.com)*



**From:** [Ralph Wisco](#)  
**To:** [Ralph Wisco](#)  
**Subject:** Floor excuse for street sweeping  
**Sent:** Monday, November 1, 2021 9:16 AM  
**Attachments:** [Floor excuse](#)

Good morning,

Please see concerns below regarding street sweeping at 1844 NE 7th St. Citizen emailed through to Pubworks and included the photo below.

Thank you,

**Ralph Wisco**  
Administrative Specialist II, Public Works  
City of Ocala  
1844 NE 7th Ave  
Ocala, FL 32679  
352-31-4628  
[rwisco@ocfla.gov](mailto:rwisco@ocfla.gov)



The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

**From:** Ralph Wisco <rwisco@ocfla.gov>  
**Sent:** Saturday, November 2, 2021 9:45 AM  
**To:** RWISCO@ocfla.gov  
**Subject:** RE: Floor excuse for street sweeping

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1844 NE 7th Street

-----Original Message-----  
**From:** RWISCO@ocfla.gov  
**Sent:** Nov 1, 2021 12:44 PM  
**To:** Ralph Wisco <rwisco@ocfla.gov>  
**Subject:** RE: Floor excuse for street sweeping

Good afternoon,

What is your address?

Thank you.



**From:** Ralph Wisco <rwisco@ocfla.gov>  
**Sent:** Friday, November 1, 2021 9:47 AM  
**To:** RWISCO@ocfla.gov  
**Subject:** Floor excuse for street sweeping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

About a week ago they came through our neighborhood. I believe the sweeper was full as the rear pickup broom was dumping a line of debris on either side. Cutter broom was not adjusted properly and a lot of dust kicked up so probably out of water too.

Not sure what your contract calls for performance but this was exceptionally bad.

If you have questions my phone is (352) 207-2765. Leave a message and I'll call you back. Thanks.

Ralph Wisco

**From:** [Brian Herrick](#)  
**To:** [mark](#)  
**Cc:** [john@grandviewinc.com](mailto:john@grandviewinc.com); [Avery Duval](#); [Tom Casey](#)  
**Subject:** Cust Complaint  
**Date:** Wednesday, November 13, 2024 8:30:00 AM  
**Attachments:** [image001.gif](#)

---

This morning I had a resident complain about the quality of work being done. **I agree**, the quality of work is not meeting City standards, and needs to be addressed.

See below...

Hello

I live on NE Sanchez and yesterday there was a street cleaner that went up and down our road as normal but was not cleaning and was dumping leaves all over.

I noticed him again today on 11th and it was the same, some roads are clean and then on the main roads it dumps chopped up leaves.

Can someone check with the Sub- contractor and see if there is an issue with the machine?

**Brian Herrick**

Stormwater Systems Manager  
City of Ocala – Public Works  
1805 NE 30<sup>th</sup> Ave Bldg 300  
Ocala, FL 34470  
(352) 351-6733  
bherrick@ocalafl.gov

**From:** [Brian Herrick](#)  
**To:** [mark](#)  
**Cc:** [Phillip](#); [Avery Duval](#)  
**Subject:** FW: N Magnolia Ave - Street Sweeping Complaint  
**Date:** Tuesday, December 3, 2024 1:42:00 PM  
**Attachments:** [image001.png](#)

---

FYI. I called the customer and apologized. Please have your driver check to see if the sweeper is actually picking stuff up and slow down...

---

**From:** Nayeli Santos <[nsantos@ocalafl.gov](mailto:nsantos@ocalafl.gov)>  
**Sent:** Tuesday, December 3, 2024 12:41 PM  
**To:** Brian Herrick <[BHerrick@ocalafl.gov](mailto:BHerrick@ocalafl.gov)>  
**Cc:** Tiffany Stewart <[tstewart@ocalafl.gov](mailto:tstewart@ocalafl.gov)>; Tami Dodge <[tdodge@ocalafl.gov](mailto:tdodge@ocalafl.gov)>; Danielle Phillips <[dphillips@ocalafl.gov](mailto:dphillips@ocalafl.gov)>  
**Subject:** N Magnolia Ave - Street Sweeping Complaint

Marvin Shives (352-342-3454) reached out to report a street sweeper who he claims was doing a bad job (leaving more dirt in the road rather than cleaning it up properly) and driving fast. He also mentioned it was an unmarked truck. He would like a call back.

Thank you,

***Nayeli Santos***  
**Administrative Specialist II, Public Works**  
**City of Ocala**  
**1805 NE 30<sup>th</sup> Ave**  
**Ocala, FL 34470**  
**352-351-6678**  
[nsantos@ocalafl.gov](mailto:nsantos@ocalafl.gov)



**The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.**