

**AGREEMENT FOR GROUNDS MAINTENANCE SERVICES - NORTHEAST**

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – NORTHEAST (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **SULTER PRECISIONS CUTS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN:88-1865562) (“Contractor”).

**WHEREAS**, on January 27, 2026, City issued an Invitation to Bid for the provision of grounds maintenance services for streets and rights-of-way located in the northeast quadrant of the City, ITB No.: PWD/260377 the “Solicitation”); and

**WHEREAS**, Six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Sulter Precision Cuts, LLC, was found to be the lowest responsive bidder; and

**WHEREAS**, Contractor was chosen as the intended awardee to provide grounds maintenance services in the northeast quadrant of the City (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 and the quote submitted by Contractor in response to same (the “Solicitation Documents”). 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-5)
- Exhibit B: Price Proposal (B-1 through B-2)
- Exhibit C: Map (C-1)
- Exhibit D: Holiday Schedule (D-1)

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.

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 **ONE HUNDRED EIGHT THOUSAND, TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$108,284)** (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. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works**, Attn: **Charlie Varney**, E-Mail: [cvarney@ocalafl.gov](mailto:cvarney@ocalafl.gov). Telephone: 352-351-6733.
- 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 **MARCH, 1, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **FEBRUARY, 29, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **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 City Project Manager.
- A. The City 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 City 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 City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City 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 City 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. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
  - A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
  - B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
  - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **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.
16. **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.
17. **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.

18. **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. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
  
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
  - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - B. 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.
  - C. 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.
  
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
  - 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.gov](mailto:vendors@ocalafl.gov).** 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, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
  - 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.gov](mailto:vendors@ocalafl.gov).
  - 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.
21. **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 construction.

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.

22. **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.
23. **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.
24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify 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.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Sulter Precision Cuts, LLC  
Attention: Brandon Sulter  
11 Chestnut Run  
Ocala, Florida, 34480  
Phone: 352-653-7700  
E-mail: [sulterprecisioncuts@gmail.com](mailto:sulterprecisioncuts@gmail.com)

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

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

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED

HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire J. Bethea Sr.  
City Council President

**Approved as to form and legality:**

**SULTER PRECISION CUTS, LLC**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title)

**BACKGROUND**

1. Contractor shall provide ground maintenance services for the City of Ocala. The Contractor must provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.
2. All work must be coordinated with the City Project Manager, Charlie Varney, at 352-351-6733 [cvarney@ocalapd.gov](mailto:cvarney@ocalapd.gov) or Tom Casey at 352-352-6733 [tcasey@ocalafl.gov](mailto:tcasey@ocalafl.gov).
3. The Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

**WORK AREAS**

1. The specific work areas will be given to the Contractor at the pre-work meeting.
2. The locations can be found on **Exhibit B- Northeast Right of Way Map**.

**DEFINITIONS**

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

**MINIMUM REQUIRED EQUIPMENT**

1. Three (3) mowers – Zero Turn
2. Two (2) weed or string trimmers
3. One (1) edger
4. One (1) blower

**CONTRACTOR RESPONSIBILITIES****The following maintenance duties are required for each mowing cycle at all properties:**

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

5. Clean/mow around each tree.
6. After completion of each location, Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property, and e-mail to the City-designated e-mail address. The Contractor shall submit daily as each location is completed. The Contractor shall also copy each manager in the Streets Division. All mowing locations must have the line-item number attached to each photo using the Solocator or Timestamp apps.  
Visit: [www.solocator.com](http://www.solocator.com) or [www.timestampcamera.com](http://www.timestampcamera.com) for details.
7. Additional mowing cycles in the heavier summer months (Contractor shall comply with the schedule).
8. The Contractor is responsible for the supervision of each mowing sub-contractor or mowing crew.
9. **The Contractor shall submit the mowing invoice after the completion of each mowing cycle.**

## MOWING

1. Mow at a height of two (2) inches for Bahia grass and three (3) inches for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide the Contractor with a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work. The Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
5. One (1) mowing per month shall be scheduled anytime during that month
6. Two (2) mowing per shall be scheduled from the 1<sup>st</sup> of the month through the 15<sup>th</sup> and the 16<sup>th</sup> of each month to the end of the month 30<sup>th</sup>/31<sup>st</sup> of each month.
7. Three (3) mowings per month shall be scheduled from the 1<sup>st</sup> of the month to the 10<sup>th</sup>, from the 11<sup>th</sup> of the month to the 20<sup>th</sup>, and from the 21<sup>st</sup> of the month to the end of the month 30<sup>th</sup>/31<sup>st</sup>.
8. Contractor shall follow the mowing cycle in sequent, starting with the first line item, or schedule the mowing cycle with the City Project Manager. The City of Ocala reserves the right to change the schedule as needed.
9. All medians within the scope of the contract or line item shall be the contractor's responsibility to maintain.

**Mow all grassed areas by the frequencies indicated below.**

Month	Cuts Per Year			
	2	3	5	22
<b>January</b>				
<b>February</b>				
<b>March</b>				<b>1</b>
<b>April</b>			<b>1</b>	<b>2</b>
<b>May</b>		<b>1</b>		<b>3</b>
<b>June</b>	<b>1</b>		1	<b>3</b>
<b>July</b>		<b>1</b>	1	<b>3</b>
<b>August</b>			1	<b>3</b>
<b>September</b>	<b>1</b>	<b>1</b>		<b>3</b>
<b>October</b>			<b>1</b>	<b>2</b>
<b>November</b>				<b>1</b>
<b>December</b>				<b>1</b>

10. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
11. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
12. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.
13. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.
14. Water meter damage should be reported to the Water Resources Department (352) 351-6772. Repairs must be made within 48 hours of damage occurrence, with the exception of utility-related repairs, which must be completed as soon as possible.


**WEED TRIMMING**

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc.).
2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property.
3. A three-inch (3") swath shall be sprayed on either side of the fence to maintain the grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is private property only a three-inch (3") swath shall be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A three-inch (3") diameter area from the base of trees shall be maintained when trimming around trees. The Contractor shall chemically kill or retard the growth directly under trees using suitable and equally effective herbicide. When chemically trimming around trees, special care shall be given so as not to spray the suckers growing from the ground around the tree as this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree shall require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. The Contractor shall ensure all cuttings are kept off the streets and sidewalks.
6. **Sidewalks shall be edged. The Contractor shall provide proper edging techniques and equipment to edge all curbs and sidewalks; gas-powered edging tools are required.**
7. In areas where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.
8. Contractor shall provide a manicured professionally mowed project at each location.

**MISCELLANEOUS**

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

7. All walking trails and/or sidewalks in or around the right of ways shall be free of grass clippings and weeds. Edging is required.
8. ***Add bag litter picked up an amount** to the top of each invoice submitted.*

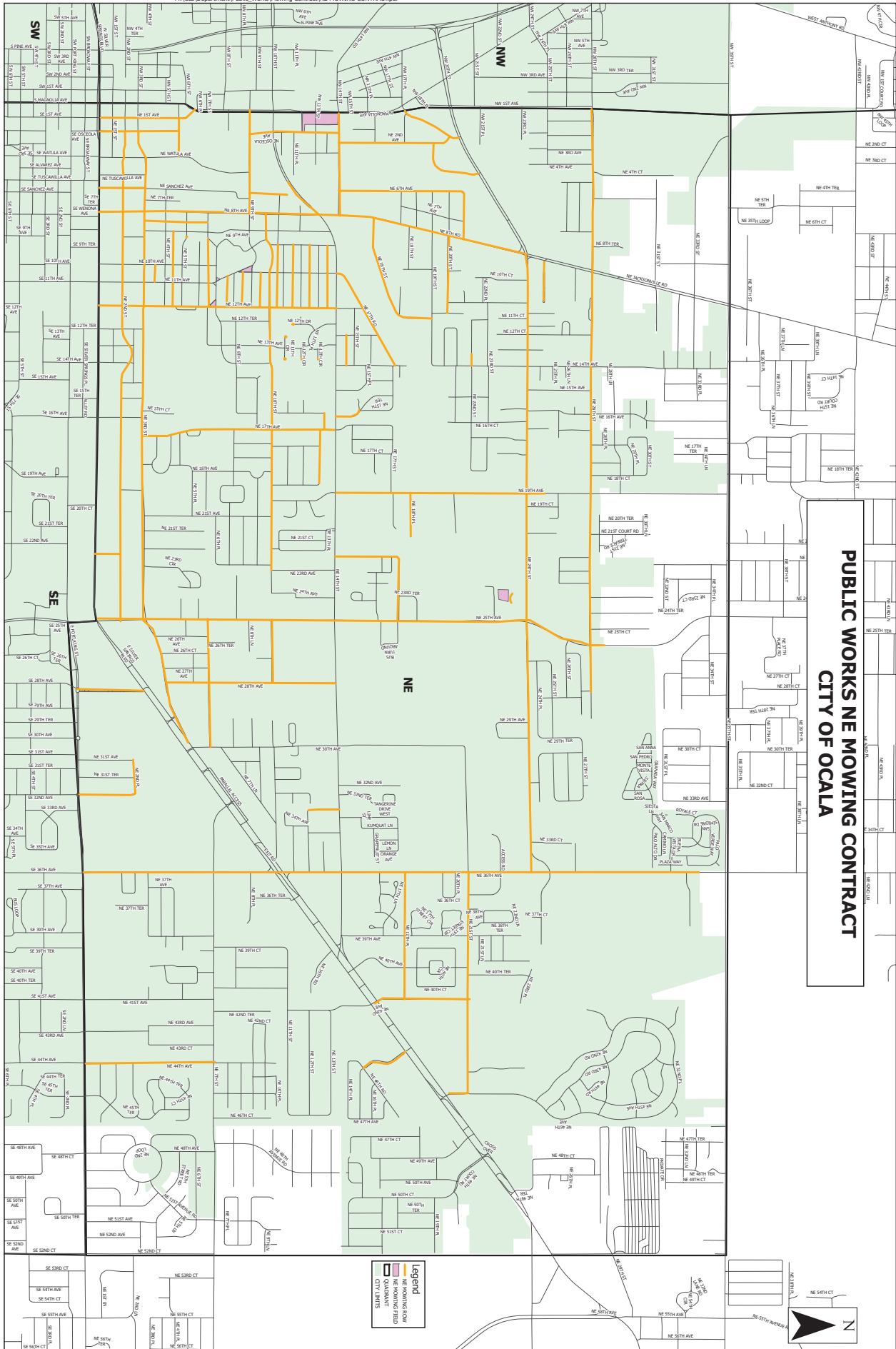
	<b>Bidder name</b>	<b>Location</b>
	Sulter Precision Cuts LLC	Ocala fl

**PUBLIC WORKS DEPARTMENT GROUNDS MAINTENANCE - NORTHEAST**

ITEM	DESCRIPTION	UOM	QTY	PRICE PER CUT	EXTENDED COST
NE-001	ROW NE 21st Street from NE 36th Avenue east to State Road 40, part of NE 46 Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-002	NE 46th Ct & St. Rd. 40 ( Small Islands and ROW next to Lowes).	EA	22	\$37.00	<b>\$814.00</b>
NE-003	NE 42nd Ave from NE 21st St to SR 40 mowing ROW next to the tree line and fence line includes mowing ROW behind utility poles.	EA	22	\$37.00	<b>\$814.00</b>
NE-004	NE 17th Pl from NE 36th Ave to 42nd Avenue includes ROW mowing next to the fence line, mowing ROW behind Utility poles, and fire hydrants.	EA	22	\$37.00	<b>\$814.00</b>
NE-005	NE 36th Ave north from E Fort King St to North City Limits Sign. City limits sign is near NE 35 St. Clean sidewalk, remove weeds, edge. Clean fence near Hwy 492 north side of road, cut vines/weeds back from ROV NE 36 Ave. 2100 blk to 2400 Blk	EA	22	\$37.00	<b>\$814.00</b>
NE-006	NE 36 Ave between NE 21 St & 24 St. <b>bridge embankment. Mowing from top of embankment to the retention top. No mowing inside CSX right of way.</b> Weed control around light poles, guardrails & concrete walls.	EA	22	\$37.00	<b>\$814.00</b>
NE-007	NE 44th Avenue from NE 7th Street to E Fort King St.	EA	22	\$37.00	<b>\$814.00</b>
NE-008	NE 24th Street from NE 36th Avenue to NE 8th Rd/NE Jacksonville Rd.	EA	22	\$37.00	<b>\$814.00</b>
NE-009	NE 25th Ave from to State Road 40 to North City Limits Sign. City limits sign is between NE 28 St & NE 35 St.	EA	22	\$37.00	<b>\$814.00</b>
NE-010	NE 10th St from NE 25th Ave to NE 28th Ave, includes ROW mowing next to fence line, mowing ROW behind utility poles.	EA	22	\$37.00	<b>\$814.00</b>
NE-011	NE 10th St From NE 23rd Ave to NE 8th Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-012	Row NE 3rd Street from ST RD 40 to NE Osceola Avenue.	EA	22	\$37.00	<b>\$814.00</b>
NE-013	NE 28th Ave from NE 3rd St to HWY 492	EA	22	\$37.00	<b>\$814.00</b>
NE-014	2816 NE 19th Ave Mow NE 19th Ave From NE 28th St to mailbox of 2820 NE 19th Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-015	NE 7th St from NE 25th Ave to NE 30th Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-016	NE 28th Ave from E. Fort King St to E. State Road 40 <b>Median</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-017	NE 2nd Pl from NE 31st Ave from NE 32nd Avenue. Next to the Golf Course to the cable line, north side.	EA	22	\$37.00	<b>\$814.00</b>
NE-018	NE 32 Ave from NE 2 Pl to Ft. King next to the Tennis Center. Mow to the cable line next to the Golf Course.	EA	22	\$37.00	<b>\$814.00</b>
NE-019	NE 17th Ave from NE 3rd St. to NE 14th St	EA	22	\$37.00	<b>\$814.00</b>
NE-020	NE 33rd Ave From NE 14th St to NE 12th St.	EA	22	\$37.00	<b>\$814.00</b>
NE-021	NE 2nd Street from NE Osceola Avenue to NE 25th Avenue. Mow two medians NE 2 St between NE 14 Ave & 13 Ave. <b>Median ROW</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-022	NE 22nd Ave Form NE 2nd St to E SR 40.	EA	22	\$37.00	<b>\$814.00</b>
NE-023	NE 22nd Ave from NE 14th St to NE 17th Pl .	EA	22	\$37.00	<b>\$814.00</b>
NE-024	NE 23rd Ave from NE 14th St to NE 10th St.	EA	22	\$37.00	<b>\$814.00</b>
NE-025	NE 17th Pl from NE 22 Ave to NE 25 Ave	EA	22	\$37.00	<b>\$814.00</b>
NE-026	NE 19th Avenue from NE 14th Street to NE 24th Street	EA	22	\$37.00	<b>\$814.00</b>
NE-027	NE 12th Ave between Hwy 40 & 492 (NE 14 St ) mowing all of the right of way weed control in the sidewalk, edging, weed-eating.	EA	22	\$37.00	<b>\$814.00</b>
NE-028	NE 7th Street and NE 12th Avenue. <b>Median-11</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-029	NE 7th Street and NE 11th Avenue. <b>Median-11</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-030	NE 9th St and NE 11th Avenue. <b>Median</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-031	NE 12th Circle & NE 13 Ave, NE 13th Cir & NE 13 Ave. <b>Center Median Circle.</b>	EA	22	\$37.00	<b>\$814.00</b>

NE-032	NE 11th Circle and NE 13th Ave - east & west - two locations, <b>Center Median Circle.</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-033	NE 12th Dr. & NE 12 Ct. <b>Center Median Circle.</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-034	NE 8th Ave south of Hwy 492. , next to railroad. Parcel 26358-000-00 including the northeast bridge embankment.	EA	22	\$37.00	<b>\$814.00</b>
NE-035	1200 NE 8Th Ave ( Parcel # 26359-000-00 SW Corner of NE 492 & NE 8th Ave).	EA	22	\$37.00	<b>\$814.00</b>
NE-036	NE 8th Avenue from NE 14th Street to State Road 40, sidewalk edge, mowing, weed control.	EA	22	\$37.00	<b>\$814.00</b>
NE-037	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, clean & edge all sidewalk.	EA	22	\$37.00	<b>\$814.00</b>
NE-038	NE 5th Street and NE 9th Avenue.	EA	22	\$35.00	<b>\$770.00</b>
NE-039	NE Sanchez Avenue from E. State Road 40 to NE 3rd Street	EA	22	\$35.00	<b>\$770.00</b>
NE-040	NE Tusawilla Avenue from NE 2nd Street to NE 3rd Street.	EA	22	\$37.00	<b>\$814.00</b>
NE-041	NE Osceola Ave / Walking trail mowing weed control starting at NE 14 St to NE 9 St. Southwest corner lot at Hwy 492 & Osceola Ave. The next section starts at NE 5 St. to Hwy 40. mowing next to the fence line, includes mowing ROW behind utility poles and fire hydrants. mowing up to the wall at Jim Walton's building. Spraying sidewalk for weed control. Weed control on the stone decorative wall between NE 3 St & NE 5 St.	EA	22	\$37.00	<b>\$814.00</b>
NE-042	NE Sanchez Ave from NE 9th St North to Dead End.	EA	22	\$35.00	<b>\$770.00</b>
NE-043	NE 9th St from RR Crossing to N Mag Ave ( <b>Weed eat, spray weeds in sidewalk and clean curb line</b> ) <b>Start on the East side of RXR crossing.</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-044	NE 1st Avenue from State Road 40 to NE 5th Street north to the R&R Tracks.	EA	22	\$37.00	<b>\$814.00</b>
NE-045	N. Magnolia Avenue from State Road 40 to north of NE 5th Street R&R Tracks.	EA	22	\$37.00	<b>\$814.00</b>
NE-046	N Magnolia Avenue from NE 5th Street to NE 20th Street.	EA	22	\$37.00	<b>\$814.00</b>
NE-047	NE 5th Street from NE 1st Avenue to NE Watula Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-048	NE 13th St from NE 16th Ave to NE 19th Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-049	NE 14th Street from NE 8th Avenue to N Magnolia Avenue, <b>clean &amp; edge all sidewalk.</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-050	NE 17th Road from NE 14th Street to NE 14th Avenue - <b>Hurricane Battery</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-051	NE 16th Ave From NE 14th St North to 1515 NE 16th Ave (Eastside).	EA	22	\$37.00	<b>\$814.00</b>
NE-052	NE 18th Pl from NE 19th Ave headed East of dead end street next to fence line, includes mowing ROW behind utility poles and fire hydrants.	EA	22	\$37.00	<b>\$814.00</b>
NE-053	NE 2nd Ave from NE 14th St ditch line. both sides of NE Old Jacksonville Rd	EA	22	\$37.00	<b>\$814.00</b>
NE-054	ROW NE 19th Street from NE 2nd Avenue to NE Jacksonville Rd	EA	22	\$37.00	<b>\$814.00</b>
NE-055	NE 8th Ave from NE 14th Street to NE 24th Street include mowing ROW behind utility poles and fire hydrants, edge sidewalk.	EA	22	\$37.00	<b>\$814.00</b>
NE-056	NE 9th Ave from NE 12th St to NE 10th St.	EA	22	\$35.00	<b>\$770.00</b>
NE-057	NE 11th St from NE 9th Ave to NE 8th Ave.	EA	22	\$35.00	<b>\$770.00</b>
NE-058	Anthony Industrial Park Medians (NE 16th Street and NE 8th Avenue and ROW from NE 14th Ave to NE 16th St and East ROW from near NE 17th Place to NE 19th St).	EA	22	\$37.00	<b>\$814.00</b>
NE-059	NE 20th ST FROM NE 8th Rd East to NE 12th Ave <b>Do not Mow ROW of 930 NE 20th St</b>	EA	22	\$37.00	<b>\$814.00</b>
NE-060	NE 6th AVE From NE 21st ST TO NE 14th ST.	EA	22	\$37.00	<b>\$814.00</b>
NE-061	NE 21ST ST - NE 8TH Rd TO NE 6TH Ave.	EA	22	\$37.00	<b>\$814.00</b>
NE-062	N Magnolia Ave from Jacksonville Rd to N 28th Street (both sides).	EA	22	\$37.00	<b>\$814.00</b>
NE-063	Jacksonville Rd - from NE 20 St to N. Magnolia Ave.	EA	22	\$35.00	<b>\$770.00</b>
NE-064	NE 25th Street from 200A to dead end (Beside The Alibi Lounge).	EA	22	\$35.00	<b>\$770.00</b>
	Ne 28th Street from the dead end east. of NE 25th Avenue to Jacksonville Rd.	EA	22	\$37.00	<b>\$814.00</b>
NE-065	NE 14th AVE from NE 19th St to NE 35th St.	EA	22	\$35.00	<b>\$770.00</b>
NE-066	NE 22nd St. & NE 14th Ave <b>Mow North &amp; South ROW West of NE 14th Ave 150'.</b>	EA	22	\$35.00	<b>\$770.00</b>
<b>ANNUAL PRICING</b>					<b>\$54,142.00</b>
					<b>\$108,284.00</b>

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**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.