

AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT is entered into this 7 day of May, 2019, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ALL SEASONS LANDSCAPE CONTRACTORS, INC.**, a Florida registered corporation (EIN: 59-2415899), located at 15351 NE 132nd Court, Fort McCoy, Florida 32134 ("Contractor").

WHEREAS:

The City of Ocala issued an Invitation to Bid on March 12, 2019 for **ITB# PWD/180318: Street Sweeping Services**.

Three (3) bidders responded, and All Seasons Landscape Contractors, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Contractor will provide all materials, labor, and equipment to provide street sweeping services to the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**, within this Agreement; and underlying ITB# PWD/180318. The contract, and all exhibits, hold precedence over the ITB documents.
2. **COMPENSATION.** City shall pay Contractor for the performance of the work, and in accordance with the contract documents, a maximum limiting amount of **\$599,100 (FIVE HUNDRED, NINETY-NINE THOUSAND, ONE HUNDRED DOLLARS AND 00/100 CENTS)** over the contract term based on the unit prices set forth in **Exhibit B - Price Proposal**.
3. **TERM & TERMINATION.** This Agreement shall begin on **May 8, 2019** and terminate at the end of the business day on **May 7, 2022**. This Agreement may, by written consent between City and Contractor, be renewed for up to two (2) additional one (1) year periods. Renewals may be subject to a maximum negotiated increase based upon the Consumer Price Index for all Urban Consumers (CPI-U) of no more than three percent (3%) above the pricing set forth in **Exhibit B**.

Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

4. **CHANGE IN SCOPE.** Should the City and Contractor mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement. Pricing shall be based on unit prices set forth in this Agreement, when applicable.
5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
6. **CONTRACT FULFILLMENT.** Contractors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
7. **CONTRACTOR REPRESENTATIONS.**
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data.
 - B. Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
8. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate Contractor as noted in **Section 2** and detailed in **Exhibit B-Price Proposal** as follows:
 - A. The City will pay Contractor a total maximum limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Exhibit B**. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - B. Contractor shall invoice the City monthly for ANY completed work accomplished during the preceding calendar month. Invoices for this Agreement will be prepared by Contractor, and submitted through the responsible City Project Manager at: City of Ocala Public Works Department, Brian Herrick, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470, bherrick@ocalafl.org. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed

on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice should be included with the submission.

- C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work is subsequently performed to the City's satisfaction.

9. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
- B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

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

- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City

of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **LIABILITY INSURANCE.** Contractor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

- A. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
- B. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations;
- C. Commercial General Liability policy must include coverage for Contractual Liability.

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

11. **BUSINESS AUTO LIABILITY.** Contractor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Contractor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

13. **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.

14. **SAFETY/ENVIRONMENTAL.** Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property. Contractor shall make reasonable efforts to detect apparent 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. All Contractor caused hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
15. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
- A. In addition to the requirements set forth in bid, Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to Contractor.
16. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.
17. **ACCESS TO FACILITIES.** City will provide Contractor with access to the Facilities to permit Contractor to meet its obligations hereunder.
18. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
19. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring

similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

20. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

21. **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 doing business with City will 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.

22. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.
23. **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.
24. **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.
25. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor 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.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will 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.
27. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public

entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

28. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of Contractor to carry out any obligation, term, or condition of the Agreement. City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of Contractor including, but not limited to, any of the following:

- A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;
- B. Contractor fails to complete the work required within the time stipulated in the Agreement; or
- C. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that Contractor will not or cannot perform to the requirements of the Agreement.

29. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder.

Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from Contractor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

30. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Contractor's services and work at City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as permitted by the contract and approved by City.
31. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify Contractor of such occurrence and contract shall terminate without penalty or expense to City.
32. **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.
33. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.
- For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.
- If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.
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 City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
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: | All Seasons Landscape Contractors, Inc.
Robert Taylor
P.O. Box 358
Fort McCoy, Florida 32134
Phone: 352-236-4294
E-mail: info@allseasonsinc.com |
| If to City of Ocala: | Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org |

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: pgilligan@ocalalaw.com

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. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit A, then (2) Exhibit B.

- Exhibit A: Scope of Work (A-1 through A-3)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Curb and Gutter Map (C-1)
- Exhibit D: Sanitation and Recycling Routes (D-1)
- Exhibit E: Downtown Parking Lot Map (E-1)

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.

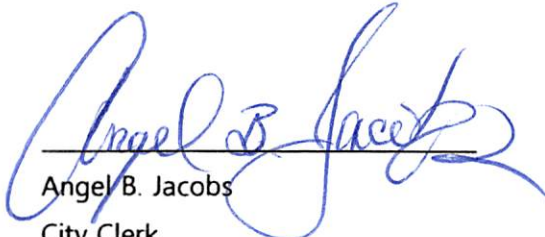


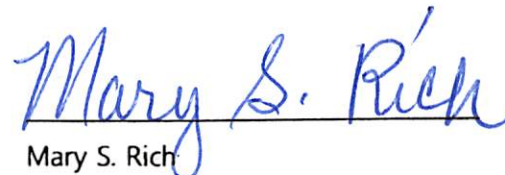
CONTRACT# PWD/180318

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

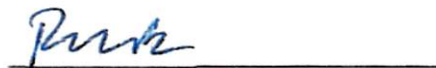
CITY OF OCALA


Angel B. Jacobs
City Clerk


Mary S. Rich
City Council President

Approved as to form and legality:

ALL SEASONS LANDSCAPE
CONTRACTORS, INC.


Robert W. Batsel, Jr.
Assistant City Attorney


Vice President or higher
Robert B. Taylor - President



ACCEPTED BY CITY COUNCIL

DATE
OFFICE OF THE CITY CLERK

Contractor shall provide sweeping maintenance services for City streets and City-owned parking lots. Contractor will be responsible for approximately 180 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 period. All services shall be performed in accordance with the City's requirements and Florida Department of Transportation (FDOT) regulations.

All work shall be coordinated with City Project Manager, Brian Herrick 352-351-6927, e-mail: bherrick@ocalafl.org.

Schedule

Sweeping shall be performed once (1) per month from June 1 through September 30, and twice (2) per month from October 1 through May 31, as noted in the schedule below, and as specified in **Exhibit C – Curb and Gutter Map** and **Exhibit E – Downtown Parking Lot Map**. Any additional sweeping needed in the off months from storms will require a set price for added work.

AREAS	DATES	FREQUENCY*
All City roadways with curb and gutter as shown in Exhibit C	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
All Downtown City-owned parking lots and surrounding downtown area	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
All historical downtown areas as shown in Exhibit C	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
Southeast area as shown in Exhibit C	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
Northeast area as shown in Exhibit C	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
Northwest area as shown in Exhibit C	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
Southwest area as shown in Exhibit C	June 1 through Sept. 30	Once per month
	Oct. 1 through May 31	Twice per month
Holiday event clean-up	At City request following post-holiday events	

*Sweeping schedule excludes weekends and City-observed holidays, except when requested by City.

Working Hours

City roadway sweeping shall be performed between 7:00 a.m. and 5:00 p.m. Monday through Friday and not on City-observed holidays. Sweeping of other roadways must be performed during the same schedules and are pre-arranged with the City Project Manager to afford minimum interference with traffic. City and 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 meet the City's expectations. All debris collected during street sweeping shall be disposed of by the Contractor and 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" guidelines:

https://floridadep.gov/sites/default/files/GuidanceForSt-Sweep050304Final_0.pdf

Service 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 right-of-ways. Areas to be maintained are:

- a) Curb and gutter
 - b) Valley gutter
 - c) SE 31st Street bridge and the SW 42nd Street bridge
 - d) Highway interchanges and intersections
 - e) Turn lanes
 - f) City paved parking lots (not including private)
- Sweeping of accumulated debris shall be a minimum of four feet (4') wide from curb and gutters. Turnout areas at intersection and major interchanges are measured in curb lane mile rate.
 - Sweeping shall be performed by either a vacuumed or mechanical machine with a minimum 4-yard hopper. Debris too large for the sweeper shall be removed manually by the Contractor.

- All sweeping shall be performed in the same direction as the traffic flow. Sweeping against or opposing the flow of traffic will not be permitted. The foregoing requirements are to be considered as minimum and the Contractor's compliance with these requirements shall in no way relieve them of final responsibility for providing adequate traffic control devices, in accordance with regulatory agencies, for the protection of employees and public in work areas.
- The sweeping operation shall minimize fugitive dust by utilizing appropriate modern equipment equipped with water mist sprayers.
- Contractor shall sweep around vehicles parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.
- Contractor shall repeat the sweeping process if street/area is found to be unacceptable by City. This shall be completed within a twenty-four (24) hour period and shall be performed at no extra charge to the City. All roads swept by the Contractor must present an appearance satisfactory to the City.
- Weather conditions will be monitored by the Project manager or his /her designee, who shall be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as 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 Project Manager or designee for the days sweeping.
- Sweeping does not include sweeping around street islands except on Ft. King Street from SE 36th Avenue to SE 2nd Avenue.
- All street sweepers must be equipped with a real-time GPS locator for customer service requests and completed daily inspections of sweeping cycles. Along with the real-time GPS, the Contractor shall provide to the City Project Manager a weekly e-mailed report of area covered for the week, the driver's name, and any relevant information regarding the completed week of service.
- The street sweeper shall be equipped with all necessary advance 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/recycle route. Street sweeping may occur prior or after the designated day of sanitation/recycle pickup to ensure no conflict between the two services. Sanitation and recycling routes are shown in **Exhibit D – Sanitation and Recycling Routes**.

Item	Description	UOM	Unit Cost
1	City streets only with Miami curb or curb and gutter for a total of 180 center lane miles , including 31 st Street and 42 nd Street fly-over bridges and both sides of the street. (Unit price shall be based on above description)	EA	\$9,585.00
2	Parking Lot – Concord Lot	EA	\$50.00
3	Parking Lot – Murphy Lot	EA	\$50.00
4	Parking Lot – American Pawn	EA	\$50.00
5	Parking Lot-Collier Lot	EA	\$50.00
6	Parking Lot – Theatre Lot	EA	\$50.00
7	Parking Lot – Down Town Square	EA	\$50.00
8	Parking Lot – Gause Lot	EA	\$50.00
9	Parking Lot – Whitt Lot	EA	\$50.00

Optional Items			
ITEM	DESCRIPTION	UOM	Unit Cost
11	Downtown Commercial Area – After block party, post-holiday events at the request of the City	HR	\$125.00
12	Non-Emergency Roadway Sweeping	HR	\$125.00
13	Non-Emergency Roadway Sweeping Disposal	CY	\$30.00
14	Emergency Roadway Sweeping	HR	\$250.00
15	Emergency Roadway Sweeping Disposal	CY	\$30.00
16	Hourly rate – Service to other parking areas not specifically listed above	HR	\$125.00

