

## AGREEMENT FOR GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Vendor").

**WHEREAS**, on December 15, 2022, City issued an Invitation to Bid ("ITB") for the provision of grounds maintenance services at multiple locations throughout the City, ITB No.: REC/230068 (the "Solicitation"); and

**WHEREAS**, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was the lowest responsible bid; and

**WHEREAS**, Southern Lawn Care Mid Florida, Inc. was selected to provide grounds maintenance services at multiple locations throughout the City (the "Services");

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

1. **RECITALS.** City and Vendor 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 Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

Exhibit A: Scope of Work (A-1 through A-7)

Exhibit B: Price Proposal (B-1 through B-3)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Vendor to perform its obligations under this Agreement as set forth the attached **Exhibit A - Scope of Work** and Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **SIX HUNDRED FIFTY-THREE THOUSAND, EIGHT HUNDRED**

**FORTY-SEVEN AND NO/100 DOLLARS (\$653,847)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance of services to the City over the Initial Term of the Agreement in accordance with the Contract Documents and unit pricing set forth below.

- A. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
- B. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, an Invoice Date and Location of Services. Vendor shall submit the original invoice through the responsible City Project Manager at: **Recreation and Parks Division Head**, 828 NE 8<sup>th</sup> Avenue, Ocala, Florida 34470 Attn: **Bill Rodriguez**, E-Mail: [wcayro@ocalafl.org](mailto:wcayro@ocalafl.org); Telephone: (352) 358-5503.
- 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 Vendor; (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 Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 8, 2023** and continue for a term of **THREE (3) YEARS**, through and including **MARCH 7, 2026**. This Agreement may be renewed for **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor.
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. Vendor performance shall be extended for a number of days equal to the duration of the force majeure.
  - C. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.

- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, 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 Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
  - B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
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 Documents, 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 Vendor 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 Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
    - (1) Vendor's performance or workmanship falls below acceptable City or trade standards;
    - (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
    - (3) Vendor provides material that does not meet the specifications of the Agreement;
    - (4) Vendor fails to complete the work required within the time stipulated in the Agreement; or
    - (5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor 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 Vendor 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 Vendor Default.** In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
  - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; 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 Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor 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. Vendor 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 Vendor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:

- A. Vendor 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 Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
- D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- E. **Public Entity Crimes.** Neither Vendor, 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. Vendor 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..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
- A. Vendor 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. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
  - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
  - D. Vendor 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. Vendor 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 Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **STORAGE OF MATERIALS/EQUIPMENT.** Vendor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Vendor or City) to be utilized in the performance of or incorporated into the work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor 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 Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:



- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) 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 (or project aggregate, if a construction project) for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor'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 Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.



- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor 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 Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor 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. Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org). Vendor'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. Failure to Maintain Coverage. In the event Vendor 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 Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- F. Notice of Cancellation of Insurance. Vendor'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 Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.org](mailto:vendors@ocalafl.org).

- G. 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 Vendor. Vendor'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.
- H. Severability of Interests. Vendor 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.
18. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, 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 Vendor. Vendor'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.
19. **TRAFFIC CONTROL AND BARRICADES.** Vendor shall mitigate impact on local traffic conditions to all extents possible. Vendor is responsible for establishing and maintaining appropriate traffic control and barricades. Vendor 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.
20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor 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.

21. **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 Vendor or any other persons or organizations having a direct contract with Vendor, 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 Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, 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.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor 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 Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor 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 Vendor in its performance of its obligations under this Agreement.
23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **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.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually

incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

27. **AUDIT.** Vendor 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.

28. **PUBLICITY.** Vendor 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.
29. **E-VERIFY.** Pursuant to section 448.095, Vendor 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. Vendor 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, Vendor 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. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor 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. Vendor 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.
30. **CONFLICT OF INTEREST.** Vendor 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. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor'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.
31. **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.
32. **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.

33. **INDEMNITY.** Vendor 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 Vendor, its agents, and employees.
34. **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.
35. **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 Vendor:

Southern Lawn Care Mid Florida, Inc.  
Attention: Tim McQuaig  
13900 NE 41<sup>st</sup> Ter  
Anthony, Florida 32617  
Phone: 352-304-3921  
E-mail: [kawboy32x@gmail.com](mailto:kawboy32x@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.org](mailto:notices@ocalafl.org)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

36. **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.
37. **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.
38. **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.



39. **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.
40. **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.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **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.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

47. **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.

48. **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

\_\_\_\_\_  
James P. Hilty  
City Council President

**Approved as to form and legality:**

**SOUTHERN LAWN CARE MID FLORIDA,  
INC.**

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

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

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

**BACKGROUND**

Contractor shall provide grounds maintenance services at multiple locations throughout the city. It shall be the responsibility of the successful party to maintain the sites outlined in the most efficient and effective manner. Contractor will provide all equipment, labor and materials necessary to provide these services.

**EQUIPMENT REQUIREMENTS**

Contractor must possess and properly maintain (for the duration of this contract) the following equipment:

1. Ten (10) weed eaters
2. Ten (10) edgers
3. Ten (10) backpack blowers
4. One (1) three-wheel blower
5. Two (2), forty-two inch (42") or greater zero turn mowers
6. Eight (8), fifty-two inch (52") or greater zero turn mowers
7. One (1) batwing mower
8. Three (3) trucks/trailers
9. Three (3) backpack sprayers
10. One (1), twenty-five (25) gallon tank sprayer

**Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

**MOWING FREQUENCIES**

| Month         | Cuts per month |
|---------------|----------------|
| January       | 1              |
| February      | 1              |
| March         | 2              |
| April         | 2              |
| May           | 4              |
| June          | 4              |
| July          | 5              |
| August        | 4              |
| September     | 4              |
| October       | 2              |
| November      | 1              |
| December      | 1              |
| <b>Total:</b> | <b>31</b>      |

**\*The City anticipates mowing frequencies as outlined above, however; the City reserves the right to adjust these frequencies as needed.**

**DEFINITIONS**

1. Trash: 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: Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to) tree limbs less than six inches (6") in diameter and smaller than six feet (6') 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 please call the City contact to report the findings and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

**MOWING**

1. Mowing and all related services at a park or parcel should be started and completed on the same day (weather permitting). For larger parcels, the Contractor should attempt to complete all work in one area and then move the operation to the next area of that parcel. The intent is that a parcel will not be left for days with the parcel mowed, but with high grass still standing around benches, bleachers, etc. waiting on follow up trimming and weed eating.
2. Mow at a height of two inches (2") for Bahia grass, four inches (4") inches for St. Augustine grass, and three inches (3") for Zoysia grass. Mow Anderson Park at three inches (3").
3. Mow all grassed areas in accordance with the frequency indicated on the price page proposal. Specific mowing dates and days will be set by the City. Contractor must follow City noise ordinance when planning mowing times.
4. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions, on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.
5. Proper equipment must be used to mow mounds in the parks and parcels sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion. Size of equipment needs to match the size of the area to be mowed. Note – This may require the use of hand equipment (push mowers, weed eaters, etc.) in limited areas.
6. All equipment must be properly maintained mechanically. The blades must be sharpened so that the grass is cut and not torn, causing damage to the grass plants. Tires must be equally inflated to avoid uneven cuts, etc. The Contractor is responsible for operating equipment at speeds that result in proper cuts.
7. Contractor must pick up and remove trash and debris in and around the area to be mowed to include fence lines before mowing and properly dispose of it so it is not chopped up by mower. The Contractor is responsible for a clean area (free of trash and debris) with neat appearance, even cut and no clumps

of grass to remain in the mowed areas. If the cuttings leave a thick blanket like cover over the existing cut area the operator must repeat the cycle to scatter the grass cuttings. All mowed areas will be inspected by the City's contract monitoring group. Debris must be removed from the site; not thrown under trees.

8. The Contractor will be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing the grounds maintenance. Leaning signs and bollards leaning due to contact with equipment will need to be straighten up. Any ground sprinklers damaged are to be repaired immediately to comply with water conservation regulations. All damages are to be reported to the User City where final disposition will be made as to replace and/or repair.
9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall at all times have a wrench in their possession to shut off the water should damage occur. Report any damage within 15 minutes to Jeff Kerley, (352) 368-5527. In the event that Jeff Kerley cannot be reached, please call Parks Operations (352) 368-5550 or the Park Ranger on-call number (352) 789-1133.
10. 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.
11. No air blowers shall be used to blow grass debris into roadway. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off/removed from the streets, sidewalks, pavilions, restrooms trails, landscape beds and public art.
12. When mowing, grass is to be directed away from pools, ponds, retention areas, fences, athletic fields, landscape beds, gardens, plaza's, splash pads, playgrounds, artwork, picnic areas, fence lines and other park amenities. In insitences where mowing occurs around the above-mentioned areas, a rear discharge mower must be used. All cuttings must be kept off/removed from these areas and amenities. If cuttings do manage to get into these areas, Contractor shall be responsible for blowing those areas off, and/or costs to remediate the situation (i.e. cleaning out a pool).

#### **TRIMMING AND WEED CONTROL**

1. The use of chemicals in place of weed eating around parks amenities and support facilities is NOT permitted. Glyphosate and other non-selective herbicides and similar chemicals with application rates per the manufacturer's recommendations are only permitted to be used to spray fence lines and cracks in sidewalks and other paved surfaces or to kill or retard the growth directly under trees as specified herein and shall not be used for any other purpose unless written consent is provided by the City. All plans for use of herbicides must be approved in writing by the City Project Manager before herbicides are applied.
2. When using chemicals to treat fence lines, special care shall be used so chemicals are not sprayed onto adjacent private property and use a cone on the sprayer to prevent overspray. Care should be taken to not over spray onto adjacent turf. A three inch (3") swath is to be sprayed on either side of the fence to maintain grass and weed control providing the adjacent side of the fence is not private property. If

the adjacent side is private property only a three inch (3") swath shall be sprayed on the City property. Once the vegetation has been trimmed down to ground level with a weed eater or similar device and the remaining vegetation removed from the fence, the area should be treated with chemicals. Trimming and chemical treating of said vegetation shall be done on the same day the mowing is done. Over spraying resulting in damage of grass will require exact replacement of sod at Contractor's expense.

3. A one foot (1') diameter area from the base of trees shall be maintained when trimming around trees. Chemically kill or restrict the growth directly under trees using Glyphosate and other non-selective herbicides or other suitable and equally effective herbicide. When chemically trimming around trees, special care is to be given to avoid spraying the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark by weed eater or other equipment that is greater than 25% of the diameter of the tree will result in the tree being replaced at the expense of the Contractor. This is common around Crape Myrtles and not normally found around Oaks and other common hard wood trees.
4. Sidewalks, courts (basketball, racquetball, tennis), parking lots, curbs and hard surface trails (asphalt/concrete) are to be mechanically edged (NOT chemically edged) and where there are cracks in the sidewalks, trails and curbs with grass and weeds growing through the cracks the vegetation shall be sprayed with an approved herbicide and after the vegetation is dead it is to be removed with a weed-eater or similar string device and remove debris as work is being done. Walking trails need to be edged once monthly, one the first mowing date of each month.

### **CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

**MISCELLANEOUS**

1. Report sinkholes found in any area to the City Parks Operations Division Head.
2. At least one crewmember must communicate fluently in English.
3. A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the City will certainly monitor the Contractor's work for compliance with the contract specifications, it is **not** the City's responsibility to supervise or monitor the work of crews performing the work. If the City has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the City may terminate the contract for cause.
4. Properties having gates: Any gates needing repair for failure to close, open, or lock must be reported to the department\* responsible for that area. All gates must be closed and locked when finished mowing. \*If Contractor is unsure of which City department is responsible for the gate in question, please notify the City Parks Operations Division Head.
5. All Contractor's employees are to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name. Shirts must be worn at all times while working on City property.
6. When working near roadways or within roadway medians, the Contractor shall wear an FDOT approved vest; and FDOT approved safety cones and FDOT approved "Men Working Signs" shall be placed appropriately in front of and behind their truck. The Contractor is responsible for fully understanding these requirements and costs related to compliance shall be included in Contractor's price proposal.
7. Contractor will submit a weekly report to the City Project Manager. The weekly report shall list the properties mowed, and identify any problems or issues at any of the sites as well as the Contractor's recommendations to resolve the issue or problem.
8. Contractor will suggest a schedule for what day each park is going to be mowed during the week and shall provide that schedule to the City Project Manager for approval. The City reserves the right to designate the scheduled mowing day for any particular property as needed to accommodate City programming schedules and will discuss same with Contractor when establishing the schedule
9. All properties will be mowed in a one week period (one cycle). During March to May when the properties are mowed every other week, the properties shall all still be mowed in one week (and not split up between the two weeks).
10. To allow for bad weather or other unforeseen issues, certain properties may be mowed on Saturday. This extra day is not intended to be used every week, but only in the above mentioned circumstances.
11. If a property is not mowed within the one week period (Monday thru Saturday), then the property will not be mowed until the next mowing cycle and regularly scheduled day. The properties that are not mowed during that cycle will not be billed or paid by the City. It will be the City's responsibility to



determine if the properties missed during that cycle will need to be mowed before the next cycle. If so, the City will mow them.

12. The properties should be mowed according to the schedule to avoid having more than seven (7) days between mowing during the weekly mowing schedule.
13. If the Contractor is regularly not able to complete the scheduled mowing cycle as outlined above, the City will interpret this to mean that the Contractor does not have the resources to successfully execute this contract and may terminate the contract for cause.
14. A batwing mower can be used at Lillian Bryant and Ocala Regional Sportsplex to assist in getting the parks mowed in the allotted time. The Contractor may store this piece of equipment at WRF #3 under the following conditions:
  - A. The City will not provide a covered storage area.
  - B. The City will not be responsible for any damage to the equipment while it is stored on City property.
  - C. The equipment will only be accessible at WRF #3 from 8am to 5pm during the week.
  - D. All other specifications must be complied with.

#### **CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:
  - A. Access to City buildings and facilities to perform the work.
  - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
  - C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

#### **CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

**SUB-CONTRACTORS**

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

**SAFETY**

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

## EXHIBIT B - PRICE PROPOSAL

| EXHIBIT B - PRICE PROPOSAL         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      | CONTRACT# REC/230068 |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------|
| Southern Lawn Care Mid Florida Inc |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |                      |
| ITEM                               | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | UOM  | Unit Cost            |
| 1                                  | Scotty J. Andrew Park• SE 11th Ave and SE12th Terr• Mow at three (3) inches                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Each | \$53.30              |
| 2                                  | Big Sun Soccer Complex · 2811 SE 36th Ave · All common areas (no athletic fields) and entrance from 36th Ave both sides of the road, parking lots.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Each | \$384.90             |
| 3                                  | Clyatt Park - 1401 SE 17th St, including the old electric substation site (lot with small building on it to the west of the parking lot). Mowing does not include baseball field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Each | \$142.14             |
| 4                                  | E.L Foster Walking Trail- 2025 SE 31 St. mow 10 feet on either side of the walking trail, edge sidewalk and weed eat around any amenities within the 10 feet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Each | \$148.00             |
| 5                                  | Fisher Park - 900 SE 22nd St                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Each | \$87.80              |
| 6                                  | Fort King National Historic Landmark - 3800 block of NE Ft King St - from Ft King to the south, tree lines on all sides, 3900 block National Landmark from Ft King to the south. Tree lines on all other sides, including around the house (not trails), encampment area on east side, Kline property (NW 41 Ave.) around the fort to tree line, field north of the fort, DAR area, around house (3841 E. Ft. King St) to the south of the fort.                                                                                                                                                                                                                                                                                                                                      | Each | \$148.00             |
| 7                                  | Fort King Tennis Center - 3301 SE Ft King St Mow and weed eat all grass within the North, South, East and West fence line interior of the the Fort King Tennis Center. Mow and weed eat around bollards to the north and east along the driveway (not to include the ORA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Each | \$59.22              |
| 8                                  | East Highway 40 Gateway- Median just west of the intersection of Highway 40/NE 44th Terr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Each | \$53.30              |
| 9                                  | Highlands East - 3100 block of SE 13th St                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Each | \$53.30              |
| 10                                 | Highlands West - SE 13th St and 29th Terr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Each | \$41.45              |
| 11                                 | Idylweir Park - SE 10th Ave & SE 10th St                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Each | \$41.45              |
| 12                                 | Jervey Gantt Park • 2400 SE 36th Ave (including Masonic property) includes dog park and ROW around the park, all sides of the park, Coleman Center, pool (NW corner inside of fence), MOMS Park (ROW on west side along SE 17th ST roadway), around the basketball, raquetball, volleyball, and tennis courts, all pavilions, outside of (not the actual field) the football, t-ball and softball fields, all areas where the trails go, and parking lots. Park boundaries · Ocala Christian School, SE 17th St and County Health Dept to the north, SE 36th Ave to the east, SE 24th St to the south, and SE 32nd Ave/YMCA to the west. Common areas (around all buildings and bleachers) within the fenced areas around the football fields, but not including the football fields. | Each | \$947.60             |
| 13                                 | Jim Kirk Park - 2913 NE 9 Ave mow eastern side from the north property line south to walking trail (south of the playground), from western retention pond to eastern property line, mow 10 feet on either side of the rest of the walking trail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Each | \$118.45             |
| 14                                 | Nature Park- 1600 block of SE 30th Ave. Boundaries - SE 30th Ave to the east, SE 29th Terr to the west, and from fence line to fence line on the north and south sides. This includes all ROW's.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Each | \$118.45             |
| 15                                 | Ocala Golf Clup- 3130 E. Silver Springs Blvd. Open area behind back nine restrooms, 11th Tee to the north 12th Fairway to west, 13th Fairway to the East, Retention Pond to the South                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Each | \$75.00              |
| 16                                 | Powhattan Park - 3729 SE 3rd St - Both sides of the street, including ROW's.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Each | \$47.38              |
| 17                                 | Ritterhoff Park - 1400 block of SE 17th St.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Each | \$47.38              |
| 18                                 | Sliver Pines Walking Trail - 1600 block NE 40th Ave mow 10 feet on either side of the walking trail, edge trail and weed eat any amenities within the 10 feet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Each | \$130.29             |

**EXHIBIT B - PRICE PROPOSAL**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |          |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
| <b>19</b> | Todd C. Prosser - SE 12th St/SE 11th Ave including triangle to the southwest of the park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Each | \$47.38  |
| <b>20</b> | Turnipseed Park - SE 5th St, SE7th St, and SE 13th Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Each | \$47.38  |
| <b>21</b> | Tusawilla Park - NE 3rd St (South) to NE 9th St (North) and RR tracks (West) to NE 8th Ave (East). Mow around Reilly Art Center (mow St. Augustine grass at 4", weed eat south side hill and around hollies on the east side), Senior Center, Discovery Center, American Legion, Girl Scout house, Recreation & Parks Administration building (weed eat hill on east side), Pavilion to the south of the auditorium, playground, tennis and basketball courts, vacant lot east of the VFW building (on 8th Avenue), the east pond, east parking lot (NE Sanchez Ave. And NE 4th St.) and the west pond to the waters edge, all ROW's on all sides of the park. Do NOT mow baseball field. Recreation Operations Center (410 NE 3rd Street by Fire Station), north parking lot from the railroad tracks to the west, Sanchez on the east, NE 9th St to the south and skate park to the north. skate park (retention area), property north of the skate park from Sanchez on the east bottom of embankment on the north side, railroad track to the west and skate park to the south. | Each | \$947.60 |
| <b>22</b> | Walker Park - SE 7th St and SE 17th Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Each | \$47.38  |
| <b>23</b> | Chazal Park - 800 block of NE 10th Ave, including slopes of retention pond and ditch line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Each | \$148.00 |
| <b>24</b> | Community Garden - West Highway 40/NW 24th Ave - whole block including ROW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Each | \$88.83  |
| <b>25</b> | Carver Park- SW 7th St and SW 13th Ave -Road way on west, north and east side to include Boys & Girls Club of Marion. North of FWC fence line bordering the south and west property line of the Boys & Girls Club of Marion to the Northern boundary of Carver Park along SW 6th St.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Each | \$266.51 |
| <b>26</b> | Heritage Nature Conservancy - 2005 NE 3rd St/North entrance 525 NE 18th Ave, maintenance road on east side to retention pond on west side, out to NE 3rd St., all open areas in the middle, both side of trail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Each | \$71.07  |
| <b>27</b> | Legacy Park Walking Trail- 701 SW 9th Ave. mow 10 feet on either side of the walking trail, edge trail and weed eat any amenities within the 10 feet and mow around the parking lot and park sion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Each | \$177.67 |
| <b>28</b> | Lamb Park - NW 13th St and NW 9th Ave - Including ROW's to the west, east and north                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Each | \$53.30  |
| <b>29</b> | Lillian Bryant Park - 2200 NW 17th Pl - NW 23rd to the west, to fence line to the north and east, NW 14th to the south, not softball field, mow ROW around the park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Each | \$379.04 |
| <b>30</b> | Marimere Park - 122 NW 25th Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Each | \$29.61  |
| <b>31</b> | MLK Memorial Park - 500 block SW Martin Luther King Jr Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Each | \$41.45  |
| <b>32</b> | MLK Recreation Complex - 1510 NW 4th St (not baseball/football fields) including all ROW's to the south, north, east, and west; the Family Resource Center, pool (inside SW corner), gym and Barbara Washington Adult Activity Center (north side), around basketball and racquetball courts, playgrounds and exercise equipment, pavilions, mow behind wall on east end of the football (20 foot from wall) and concession stand.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Each | \$414.57 |
| <b>33</b> | Northside Park - 2000 NE 12th Terr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Each | \$29.61  |
| <b>34</b> | Ocala Regional Sportsplex - 3500 SW 67th Ave (not including sports turf). All alleyways between the softball and football fields. Boundaries - 67th Ave to the east. tree line to the south at the west fence line and the bollard line to the North. Mow around ticket booth, parking lot, around basketball and volleyball courts, lighted practice field on NE side of the park (not the field itself), maintenance shed, and all ROWs including ROW from 67th Ave. On the east to 25' past the line of trees on west side from the maintenance gate to ORS to the entrance to the water treatment plant to the north.                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Each | \$769.92 |

**EXHIBIT B - PRICE PROPOSAL**

|           |                                                                                                                                                                                                                                                                                                                                                |      |          |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
| <b>35</b> | Ocala Model Railroaders Property (not including DRA) - 1247 NE 3rd St. Boundaries - Cemetery entrance to the east, fence line on either side of the Model Railroad building to the north, NE 3rd St to the south, fence line with houses to the west. Back area from the pond to the west and to the fence lines on the east, north and south. | Each | \$41.45  |
| <b>36</b> | OPD Tot Lot-2400 W Silver Springs Blvd. Parking lot to North, Wood line to the South, Retention area to west SW 24th Ave to the East                                                                                                                                                                                                           | Each | \$36.05  |
| <b>37</b> | Poinciana Park - 1670 SW Ft King St, ROW's                                                                                                                                                                                                                                                                                                     | Each | \$29.61  |
| <b>38</b> | Rivers Tot Lot- NW 10th Ave & NW 1st St                                                                                                                                                                                                                                                                                                        | Each | \$29.61  |
| <b>39</b> | Scott Springs Park - 2300 SW 24th Ave - fence line to the west and south, SW 24th Ave. to the west, tree line to the north, around back parking area. Several passes on the east side of the driveway to tree line. Keep ditch line mowed down. The west retention pond from top of embankment to the bottom of slope.                         | Each | \$325.73 |
| <b>40</b> | Second Chance Park - NW 19th Ave & NW 2nd St, ROW's                                                                                                                                                                                                                                                                                            | Each | \$41.45  |
| <b>41</b> | Tom's Park - 2300 NW Magnolia Ave - Including ROW's to the east and west, from street to street east to west, and fence line to the south and north, around the pond                                                                                                                                                                           | Each | \$148.06 |
| <b>42</b> | West Heritage Trail-1000 W Silver Springs Blvd. South Silver Springs Blvd, North Property line. East NW 9th Ave, West NW 11th Ave                                                                                                                                                                                                              | Each | \$36.05  |
| <b>43</b> | William James Walking Trail- 1600 block Martin Luther King Ave. - Mow 10' around th@ parking lot, excise equipment, both of sides of sidewalk from the parking lot to around the ORA., edge sidewalk and weed eat any amenties within the 10 feet.                                                                                             | Each | \$60.77  |
| <b>44</b> | Wyomina Park - NE 10th St & NE 11th Ave                                                                                                                                                                                                                                                                                                        | Each | \$71.07  |