

AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – SOUTHEAST AND SOUTHWEST RIGHTS-OF-WAY, MEDIANS AND CITY LOTS

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – SOUTHEAST AND SOUTHWEST RIGHTS-OF-WAY, MEDIANS AND CITY LOTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **EXTREME ENTERPRISES OF MARION COUNTY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-0079563) ("Contractor").

WHEREAS, on November 4, 2022, City issued an Invitation to Bid for the provision of grounds maintenance services for rights-of-way, medians and City-owned lots located in the southeast and southwest sections of the city, ITB No.: PWD/220817 (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 Extreme Enterprises of Marion County, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide grounds maintenance services for rights-of way, medians and City-owned lots located in the southeast and southwest sections of the city (the "Project"); and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement (if any). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

Exhibit A: Scope of Work (A-1 through A-5)

Exhibit B: Price Proposal (B-1 through B-4)

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

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Contractor by City for the satisfactory performance of services in compliance with **Exhibit A – Scope of Work** and the Contract Documents for the Initial Term of this Agreement shall not exceed **THREE HUNDRED THIRTY THOUSAND, TWO HUNDRED SIXTY-TWO AND 88/100 DOLLARS (\$330,262.88)** (the

"Contract Sum") in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Escalation.** 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. Contractor 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 Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Public Works, Attn: Tom Casey, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-Mail: tcasey@ocalafl.org.
 - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JANUARY 18, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **JANUARY 17, 2025** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.
 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of

war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;

- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

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

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

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
 15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
 16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
 17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
 18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of

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

20. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be

contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or

volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

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

If to Contractor: Extreme Enterprises of Marion County, Inc.
 Attention: John Milligan
 P.O. Box 5033
 Ocala, Florida 34478
 Phone: 352-427-4974
 E-mail: jmextreme@yahoo.com

If to City of Ocala: Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: 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

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

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on
01 / 18 / 2023.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
 City Clerk

James P. Hilty SR

James P. Hilty, Sr.
 City Council President

Approved as to form and legality:

**EXTREME ENTERPRISES OF MARION
 COUNTY, INC.**

William E. Sexton

William E. Sexton, Esq.
 City Attorney

[Signature]

By: Extreme Enterprises of
 Marion County, Inc.
 (Printed Name)

Title: President
 (Title)

BACKGROUND

1. Contractor shall provide ground maintenance services for the southeast and southwest sections of the City. These services include the maintenance of rights-of-way, plots, and other designated areas owned by the City. Contractor must provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.
2. All work must be coordinated by the City Project Manager Tom Casey (352) 351-6733 tcasey@ocalafl.org.
3. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

EXPERIENCE AND LICENSING REQUIREMENTS

LICENSE REQUIREMENT: Contractors must possess and maintain for the entire term of this Agreement a Florida Department of Transportation Temporary Traffic Control (TCC) Certification.

LICENSE REQUIREMENT: Contractor must possess and maintain for the entire term of this Agreement a Florida Right-of-Way Pesticide License to purchase and use restricted strength herbicides such as Full Strength Roundup for fence lines and around some structures.

WORK AREAS

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

DEFINITIONS

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

CONTRACTOR RESPONSIBILITIES

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

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

4. Areas must be sprayed for weed control as needed. Weeds in sidewalks/driveways within the City right-of-way shall be sprayed for weed control.
5. Clean/mow around each tree.
6. After completion of each location, Contractor shall take a cellphone photo using the Solocator or Timestamp cell phone app of the property, and e-mail it to the City-designated e-mail address. Contractor shall submit daily as each location is completed. Contractor shall also copy each manager in the Streets Division.

All mowing locations must have the line item number attached to each photo using the Solocator or Timestamp apps.

Please visit www.solocator.com or www.timestampcamera.com for details.

7. Additional mowing cycles in the heavier summer months (Contractor shall comply with the schedule).
8. Contractor is responsible for the supervision of each mowing subcontractor or mowing crew.

MINIMUM EQUIPMENT REQUIRED

1. Three mowers - zero turn
2. Two weed or string trimmers
3. One edger
4. One blower

MOWING

1. Mow at a height of two inches (2") for Bahia grass and three inches (3") for St. Augustine grass.
2. All mowing shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Any change to days and/or times must be approved by the City Project Manager. There will be no mowing on City-observed holidays. The City Project Manager will provide the Contractor with a list of City-observed holidays. Weekend work may be done at the Contractor's discretion, but the City reserves the right to prohibit weekend work. The Contractor shall immediately notify the City Project Manager of any emergencies that arise during the performance of work.
3. Proper equipment must be used to mow city sites to prevent scalping, rutting, or cutting off tops of slopes with mowing equipment, causing soil erosion.
4. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.

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

Month	Cuts Per Year			
	2	5	14	22
January				
February				
March				1
April			1	2
May		1	1	3
June	1	1	3	3
July		1	3	3
August		1	3	3
September	1	1	2	3
October			1	2
November				1
December				1

Note: Refer to Exhibit B- Price Proposal to see how many cuts each location gets per year.

6. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather. The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
7. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. The Contractor is responsible for a clean area (free of trash and debris) with a neat appearance, even cut and no clumps of grass to remain in the mowed areas.
8. Contractor shall be responsible for all damage incurred to any water sprinkler systems, shrubs, trees, etc. while performing grounds maintenance services. All damages shall be immediately reported to the City Project Manager who will determine the need for replacement and/or repairs. All replacement and/or repairs for damage done by the Contractor shall be performed at no cost to the City. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations.

9. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water, should damage occur to a backflow assembly.

WEED TRIMMING

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

MISCELLANEOUS

1. Contractor must immediately report sinkholes to the Public Works Department (352- 351- 6733).
2. Contractor must have at least one crew member who communicates fluently in English.
3. Properties having gates: Contractor shall report to the City Project Manager any gates needing repair for failure to close, open, or lock.
4. Contractor's employees shall always wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must display the company's name.

5. When working near roadways, the employee shall wear an FDOT (Florida Department of Transportation) approved vest and place FDOT-approved safety cones and FDOT-approved "**Men Working Signs**" in front of, and behind, company vehicles.
6. At the end of each working day, Contractor shall submit a list of all mowing locations which have been mowed to the City Project Manager.
7. All walking trails and/or sidewalks in or around the right of ways shall be free of grass clippings and weeds. Edging required.
8. Add bag litter picked up an amount to each invoice submitted. At the top of the invoice.

Exhibit B - Price Proposal
CONTRACT# PWD/220817

SOUTHEAST LOCATIONS					
ITEM	DESCRIPTION	UOM	#Cuts per Year	UNIT COST	EXTENDED COST
PWD/SE 22-001	Median - SE 28th Ave. from Ft. King to SE 6th St.	EA	22	\$ 27.30	\$ 600.60
PWD/SE 22-002	Median - SE 29th Ave. from Ft. King to SE 6th St.	EA	22	\$ 27.30	\$ 600.60
PWD/SE 22-003	Median - SE 31st Ave. from Ft. King to SE 6th St.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-004	Median - SE 31st Terr. From Ft. King to SE 6th St.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-005	Median - SE 32nd Ave. from Ft. King to SE 6th St.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-006	Median - SE 13th St. and SE 42nd Ave.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-007	Magnolia Ave. Ext from Se 8th St to Se 17th St & Lake Weir Ave. from Se 17th St to Se 38th St	EA	22	\$ 181.55	\$ 3,994.10
PWD/SE 22-008	Median/R.O.W SE 18th Ave from SE 13th St to SE 27st "cut to the tree line west side of SE 18 ave "	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-009	'Median"SE 7th St. from SE 17th Terr. to SE 23 Terr. " at the Dead end	EA	22	\$ 53.69	\$ 1,181.18
PWD/SE 22-010	'Median/R.O.W - SE 11th Ave. from SE 8th St. to SE 17St.	EA	22	\$ 53.69	\$ 1,181.18
PWD/SE 22-011	Median - SE 12th St. and SE 10th Ave.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-012	Median - SE 34th Terr. South of SE 13th PL (DRA) (shallow drainage retention area)	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-013	Median - 1600 Blk. SE 29th Terr.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-014	Median - SE 18th Ave. and 5th St.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-015	Median - SE 12th PL. and SE 10th Ave.Two triangle medians & the corner of SE 10 Ave & 13 ST	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-016	Median - SE 5th St. and SE 15th Terr.	EA	22	\$ 15.00	\$ 330.00
PWD/SE 22-017	SE 25th Ave. from E State Road 40 to SE Maricamp Rd (including behind the wall from top of wall down to the fence all the way down to the end of the wall)	EA	22	\$ 135.82	\$ 2,988.04
PWD/SE 22-018	R.O.W/Median SE 31st St from SE Maricamp Rd to S Pine"mow up to the utility pole at 3447 SE 31ST "	EA	22	\$ 259.35	\$ 5,705.70
PWD/SE 22-019	Median - SE Sanchez Ave. and SE 11th St.	EA	22	\$ 23.89	\$ 525.58
PWD/SE 22-020	ROW - SE 24th Rd from Lake Weir Ave. to SE 31st St MOW UP TO TREE LINE ACROSS 1501 SE 24 RD ALL THE WAY DOWN	EA	22	\$ 202.93	\$ 4,464.46
PWD/SE 22-021	ROW - SE 3rd Ave from SE 8th St to S PINE ave .	EA	22	\$ 16.38	\$ 360.36
PWD/SE 22-022	ROW - SE 8th St. from SE 3rd Ave to SE 1st Ave.	EA	22	\$ 16.38	\$ 360.36
PWD/SE 22-023	ROW - SE 9th Ave from SE 16th St. to dead end	EA	22	\$ 16.38	\$ 360.36
PWD/SE 22-024	ROW - SE 17th St. from SE 25 AVE to SE 36 AVE " Including concrete median at SE 30 ave and 17 st "	EA	22	\$ 40.00	\$ 880.00
PWD/SE 22-025	ROW - 3500 Blk. SE 13th PL. (Northside)	EA	22	\$ 20.02	\$ 440.44
PWD/SE 22-026	ROW - SE 22nd Ave. and SE 17th St. (SW Corner)	EA	22	\$ 20.02	\$ 440.44
PWD/SE 22-027	ROW - SE 44th Ave. from E. Ft. King to SE 8th St., both sides and next to fence	EA	22	\$ 21.40	\$ 470.80
PWD/SE 22-028	Medians/ROW - 1400 Blk. SE 30th Ave. sidewalk area east and west side and medians near SE 7th St. and SE 4th St.	EA	22	\$ 50.05	\$ 1,101.10
PWD/SE 22-029	SE Fort King from SE 11 Ave to city limit sign 4700 block of Ft. King "DO NOT cut center medians" in the area between 25 Ave & 36 Ave.	EA	22	\$ 125.00	\$ 2,750.00
PWD/SE 22-030	ROW- SE 18th St. from SE 30th Ave. to SE 24th St. and SE 32nd Ave..	EA	22	\$ 53.69	\$ 1,181.18
PWD/SE 22-031	ROW-SE 36th Ave from Ft. King to SE 31st St	EA	22	\$ 209.30	\$ 4,604.60
PWD/SE 22-032	ROW-4400 blk. SE 8th St (south) power line	EA	22	\$ 20.02	\$ 440.44
PWD/SE 22-033	ROW- SE 19th Ave from Ft. King to SE 5th St	EA	22	\$ 50.05	\$ 1,101.10
PWD/SE 22-034	ROW-SE 3rd St from SE 15th Ave to the DEAD END	EA	22	\$ 20.02	\$ 440.44
PWD/SE 22-035	ROW- SE 3rd Ave.. from SE 3rd St. to SE 8th St. (including median at Watula, water tank, and parking lot)	EA	22	\$ 30.00	\$ 660.00
PWD/SE 22-036	ROW- SE 24th Rd. from SE 3rd Ave.. to SE Lake Weir Ave..	EA	22	\$ 72.80	\$ 1,601.60
PWD/SE 22-037	ROW-SE 7th Ave from SE 17th St to SE 19th St.	EA	22	\$ 20.02	\$ 440.44
PWD/SE 22-038	ROW- SE 18th Pl. and SE 14th Ave city lot on the east side of SE 14 ave	EA	22	\$ 27.76	\$ 610.72
PWD/SE 22-039	SE 17th Street in front of "concrete wall" between SE 20th Ave. & 22nd Ave.- North side of SE 17th Street	EA	22	\$ 50.05	\$ 1,101.10
PWD/SE 22-040	R.O.W SE 24th ST from SE 36th Ave to SR 464"SE 17 ST mowing ROW next to Tree line and fence line, includes mowing ROW behind Utility poles, fire hydrants,	EA	14	\$ 50.05	\$ 700.70
PWD/SE 22-041	'Alleyway" Between SE 36 ave and SE 35 ave.from SE 5th Street to SE 13th Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-042	'Alleyway"Between SE 5th PL & SE 4st Street from SE 34th Ave to SE 35th Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-043	'Alleyway"Between SE 34 Ter from SE 35th Ave-W on SE 12 st	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-044	Miscellaneous- SE 33rd Ave. & SE 34th Ave. from SE 12th Street to SE 6th Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-045	Miscellaneous -SE 12th ST to SE 13th ST from SE 36th Ave. to SE 32nd Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-046	Miscellaneous- SE 32nd Ave. & SE 33rd Ave. from SE 13th ST to SE 6th	EA	5	\$ 35.44	\$ 177.20

Exhibit B - Price Proposal

CONTRACT# PWD/220817

ITEM	DESCRIPTION	UOM	#Cuts per Year	UNIT COST	EXTENDED COST
PWD/SE 22-047	Miscellaneous -SE 6th ST & SE 4th ST from SE 32nd Ave. to SE 5th Pl	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-048	Miscellaneous - SE 35th Ter & Se 34th Ave. from Se 34th Ave. to Se 34th Ter	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-049	Miscellaneous- SE 31st Ave. & SE 30th Ave. from SE 7th Street & SE Ft. King Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-050	Miscellaneous- SE 29th Ter & SE 30th Ave. from SE Ft. King St to SE 4th St	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-051	Miscellaneous- SE 29th Ter & SE 30th Ave. from SE 5th Street to SE 7th Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-052	Miscellaneous- SE 4th Street & SE Ft. King Street from SE 32nd Ave. to SE 2nd Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-053	Miscellaneous- SE 32nd Ave. & SE 33rd Ave. from SE Ft. King Street to SE 4th Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-054	Miscellaneous- SE 3rd Street & SE 4th Street from SE 33rd Ave. to SE 35th Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-055	Miscellaneous- SE 2nd Street & SE 3rd Street from SE 2nd Street to SE 35th Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-056	Miscellaneous- SE 39th Ave. & SE 39th Ter from 700 Block to 500 Block	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-057	Miscellaneous- SE 39th Ter & SE 40th Ave. from SE 8th Street to 500 Block	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-058	Miscellaneous- SE Wenona Ave. & SE Sanchez Ave. from SE 8th Street to SE 9th Street	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-059	Miscellaneous- SE 12th Street & SE 13th Street from SE Sanchez Ave. to SE 9th Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-060	Miscellaneous- SE 13th Street & SE 14th Street from SE Sanchez Ave. to SE Wenona Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-061	Miscellaneous- SE 11th Street & SE 12th Street from SE 9th Ave. to SE Wenona Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-062	Miscellaneous- SE 6th Street & SE 8th Street from SE Sanchez Ave. to SE Tusawilla Ave.	EA	5	\$ 35.44	\$ 177.20
PWD/SE 22-063	Miscellaneous -SE 1st Ter from SE 8th St to the dead end	EA	22	\$ 35.79	\$ 787.38
PWD/SE 22-064	Miscellaneous - SE Magnolia from SE 8th St to SE 3rd Ave., this includes the embank next to the Railroad tracks down to SE 3rd Ave.. Jul,Aug,Sept, Oct	EA	5	\$ 35.44	\$ 177.20
SOUTHEAST LOCATIONS ANNUAL COST:					\$ 49,780.60
SOUTHWEST LOCATIONS					
ITEM	DESCRIPTION	UOM	#Cuts	UNIT COST	EXTENDED COST
PWD/SW 22-065	R.O.W/Median SW 32 St from Pine Ave west to SR 200 on both sides and medians. West of CR 475 mow to concrete wall.	EA	22	\$ 257.53	\$ 5,665.66
PWD/SW 22-066	ROW/Medians SW 27th Ave.. from W. SR 40 to SW 42nd St.	EA	22	\$ 236.60	\$ 5,205.20
PWD/SW 22-067	R.O.W/Medians- SW 24th Ave.. from SW 19th Ave.. Rd. to SW 27th Ave..	EA	22	\$ 101.92	\$ 2,242.24
PWD/SW 22-068	R.O.W/Medians SW 19th Ave.. from SW 17th St. to SW 27th Ave..	EA	22	\$ 192.01	\$ 4,224.22
PWD/SW 22-069	Medians/ROW- SW 20th St. from I-75 to SW 60th Ave.. and SW 44th Ave.. to utility boxes	EA	22	\$ 300.07	\$ 6,601.54
PWD/SW 22-070	ROW/Medians SW 60th Ave.. from SW 42nd St. to SR 40	EA	22	\$ 376.74	\$ 8,288.28
PWD/SW 22-071	ROW/Median SW 46th Ave.. from W. SR 40 to SW 44th Ave.. at SW 20th St.	EA	22	\$ 296.21	\$ 6,516.62
PWD/SW 22-072	ROW /Median SW 17th St. ext. from SR 200 to SW 27th Ave..	EA	22	\$ 125.00	\$ 2,750.00
PWD/SW 22-073	ROW/Median SW 13th St. from SW 27th Ave.. to SW 37th Ave..	EA	22	\$ 147.42	\$ 3,243.24
PWD/SW 22-074	Median- College Park entrance SW 32nd Ave. and SR 200 "two Medians"	EA	22	\$ 15.00	\$ 330.00
PWD/SW 22-075	ROW - SW 3rd Street from Martin Luther King Jr Avenue to Pine Avenue	EA	22	\$ 76.21	\$ 1,676.62
PWD/SW 22-076	ROW - SW 5th Street from Martin Luther King Jr Ave.nue to SW 27th Ave.	EA	22	\$ 124.67	\$ 2,742.74
PWD/SW 22-077	ROW - SW 23rd Ave. from SW 17th Street Extension to W State Road 40	EA	22	\$ 53.69	\$ 1,181.18
PWD/SW 22-078	ROW - SW 23rd Ave.nue from W State Road 40 to Nw 4th Street	EA	22	\$ 61.20	\$ 1,346.40
PWD/SW 22-079	ROW - SW Martin Luther King Jr Ave.nue from SW 17th to State Road 40	EA	22	\$ 110.11	\$ 2,422.42
PWD/SW 22-080	SW 20th Street from I 75 to SW 27th Ave. (both sides)	EA	22	\$ 35.44	\$ 779.68
PWD/SW 22-081	ROW - SW 12th Ave. from SW 12th Street to SW 17th Street	EA	14	\$ 31.85	\$ 445.90
PWD/SW 22-082	ROW - SW 15th Ave. from SW 17th Street to SW 12th Street	EA	14	\$ 15.00	\$ 210.00
PWD/SW 22-083	ROW - SW 12th Ave. from SW 17th Street to SW 20th Street	EA	14	\$ 31.85	\$ 445.90
PWD/SW 22-084	ROW - SW 20th Street from SW 7th Ave. to SW 15th Ave.	EA	14	\$ 31.85	\$ 445.90
PWD/SW 22-085	ROW - SW 7th Ave. from SW 20th St to SW 16th Lane	EA	14	\$ 36.40	\$ 509.60
PWD/SW 22-086	ROW - SW 22nd Pl from S Pine to SW 3rd Ave., mowing both sides of the road and the back of the sidewalk on the north side mowing, edging, weed eating, behind fire hydrants, utility poles	EA	14	\$ 91.00	\$ 1,274.00
PWD/SW 22-087	ROW - SW 9th Ave. from SW 17th Pl to SW 20th Street	EA	14	\$ 18.20	\$ 254.80
PWD/SW 22-088	ROW - SW 15th Ave. from SW 17th Street to SW 20th Street	EA	14	\$ 22.75	\$ 318.50
PWD/SW 22-089	ROW - SW 17th Ave. from SW Martin Luther King Jr to SW 17th St	EA	14	\$ 40.95	\$ 573.30
PWD/SW 22-090	ROW - SW 18th Ave. from SW Martin Luther King Jr to SW 17th St	EA	14	\$ 15.00	\$ 210.00
PWD/SW 22-091	ROW - SW 12th Street from SW Martin Luther King Jr to SW 7th Rd	EA	14	\$ 40.95	\$ 573.30
PWD/SW 22-092	ROW - SW 7th Rd from SW 16th Ln to SW 10th Street	EA	14	\$ 54.60	\$ 764.40

Exhibit B - Price Proposal

CONTRACT# PWD/220817

ITEM	DESCRIPTION	UOM	#Cuts per Year	UNIT COST	EXTENDED COST
PWD/SW 22-093	ROW - SW 6th Ave. from SW 10th St to SW 17th Loop	EA	14	\$ 45.50	\$ 637.00
PWD/SW 22-094	ROW - SW 5th Ave. from SW 10th St to SW 17th Street	EA	14	\$ 27.30	\$ 382.20
PWD/SW 22-095	ROW - SW 16th St from SW 6th Ave. to S Pine Ave.	EA	14	\$ 63.70	\$ 891.80
PWD/SW 22-096	ROW - SW 15th St from SW 6th Ave. to S Pine Ave.	EA	14	\$ 15.00	\$ 210.00
PWD/SW 22-097	ROW - SW 14th St from SW 6th Ave. to S Pine Ave.	EA	14	\$ 15.00	\$ 210.00
PWD/SW 22-098	ROW - SW 13th St from SW 6th Ave. to S Pine Ave.	EA	14	\$ 63.70	\$ 891.80
PWD/SW 22-099	ROW - SW 12th St from SW 6th Ave. to S Pine Ave.	EA	14	\$ 81.90	\$ 1,146.60
PWD/SW 22-100	ROW - SW 11th St from SW 6th Ave. to S Pine Ave.	EA	14	\$ 15.00	\$ 210.00
PWD/SW 22-101	ROW - SW 8th St from SW 6th Ave. to SW 5th Ave., also includes behind the building next to the wooded fence	EA	14	\$ 63.70	\$ 891.80
PWD/SW 22-102	ROW - SW 30th Ct north of SW 20th Street to SW 19th Street	EA	22	\$ 20.02	\$ 440.44
PWD/SW 22-103	Miscellaneous - SW 57th Ave. from SW 25th Street south to the dead end mowing next to tree line and fence line. Includes mowing ROW behind utility poles and fire hydrants	EA	14	\$ 59.15	\$ 828.10
PWD/SW 22-104	Miscellaneous - SW 25th Street from SW 57th Ave. to SW 60th Ave. mowing up to tree line and fence line. Includes mowing ROW behind utility poles and fire hydrants	EA	14	\$ 59.15	\$ 828.10
PWD/SW 22-105	Miscellaneous - SW 10TH Rd from SW 20th Ct west to dead end of street. Mowing ROW next to tree line and fence line. Includes mowing ROW behind Utility poles and fire hydrants.	EA	14	\$ 54.60	\$ 764.40
PWD/SW 22-106	ROW - SW 7th Street from MLK Ave to Sw 23rd Ave	EA	22	\$ 100.00	\$ 2,200.00
PWD/SW 22-107	ROW - SW 17th Ave from Sw 7th St to Sw 5th St	EA	22	\$ 75.00	\$ 1,650.00
PWD/SW 22-108	ROW - SW 21st Ave from SR 40 to Sw 5th St	EA	22	\$ 80.00	\$ 1,760.00
PWD/SW 22-109	ROW - SW 13th Ave from SR 40 to Sw 7th St	EA	22	\$ 90.00	\$ 1,980.00
PWD/SW 22-110	ROW - SW 5th Street from Martin Luther King Jr Ave east to dead end	EA	22	\$ 110.00	\$ 2,420.00
PWD/SW 22-111	CENTER MEDIAN STATE Rd 40 From S PINE ST TO First median west of I-75 UNDER BRIDGE	EA	22	\$ 350.00	\$ 7,700.00
PWD/SW 22-112	S MAGNOLIA FROM STATE RD 40 TO PINE THEN N MAGNOLIA FROM S PINE TO STATE RD 40	EA	22	\$ 170.00	\$ 3,740.00
PWD/SW 22-113	ROW - MOWING SE 15 AVE SOUT OF SE 17 ST TO THE DEAD END,BOTHSIDES OF THE ROAD ,EDGECURB,SIDEWALK	EA	22	\$ 42.00	\$ 924.00
PWD/SW 22-114	SW 42 ST BRIDGE MOWING ALL SLOPES AND THE EMBANKMENTS ,OVER I-75 HIGHWAY ALL CORNERS	EA	5	\$ 650.00	\$ 3,250.00
PWD/SW 22-115	200 block of SW 32 Street, MOWING ALL SLOPES AND THE EMBANKMENTS ,OVER BRIDGE HIGHWAY ALL CORNERS - Lake Louise	EA	5	\$ 275.00	\$ 1,375.00
PWD/SW 22-116	CITY LOT "ACROSS STREET FORM THE PISTOL RANGE" SW 23 AVE & SW 10 ST PARCEL NUMBER 23553-000-00	EA	5	\$ 250.00	\$ 1,250.00
PWD/SW 22-117	SW 4 St From SW 10 Ave to SW 24 Ave mowing up to tree line, and fence line. Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 124.67	\$ 2,742.74
PWD/SW 22-118	SW 2 St from MLK to SW Pine Ave mowing up to tree line, and fence line. Includes mowing ROW utility poles & fire hydrants	EA	22	\$ 76.21	\$ 1,676.62
PWD/SW 22-119	SW 5 Ave from SW Broadway to SW 3 St mowing up to tree line, and fence line. Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 50.00	\$ 1,100.00
PWD/SW 22-120	SW 17th Loop from the dead end near SW 6 Ave around the loop to SW 5 Ave.	EA	22	\$ 15.00	\$ 330.00
PWD/SW 22-121	SW 5 Pl from SW 19 Ave to M.L.K mowing up to tree line and fence line. Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 15.00	\$ 330.00
PWD/SW 22-122	SW 6 St From SW 19 Ave to MLK mowing up to tree line, and fence line. Includes mowing ROW behind utility poles and fire hydrants	EA	22	\$ 15.00	\$ 330.00
PWD/SW 22-123	SW Fort King from SW 24 Ave to Pine ave mowing up to tree line, and fence line. Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 15.00	\$ 330.00
PWD/SW 22-124	SW 7 Pl from SW 23 Ave to SW 19 Ave mowing up to tree line, and fence line. Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 15.00	\$ 330.00
PWD/SW 22-125	NE 2 Ave and NE 16 St Partial # 26151-000-00 mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 25.00	\$ 550.00
PWD/SW 22-126	NW 17 ave From NW 28 pl North to Dead end mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00

ITEM	DESCRIPTION	UOM	#Cuts per Year	UNIT COST	EXTENDED COST
PWD/SW 22-127	NW 18 ave from NW 28 pl to Dead end mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00
PWD/SW 22-128	NW 18 CT From NW 28 PL to Dead end mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00
PWD/SW 22-129	NW 28 st From NW 18 ave to NW 19 ave mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00
PWD/SW 22-130	NW 19ave from NW 28 st to NW 26 pl mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00
PWD/SW 22-131	NW 27 ST From NW 18 ave to NW 18 ave mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00
PWD/SW 22-132	NW 26 PL From NW 19 ave to NW 18 ave mowing up to tree line, and fence line.Includes mowing ROW behind utility poles, and fire hydrants	EA	22	\$ 32.50	\$ 715.00
PWD/SW 22-133	NE 36 Ave. 2100 blk to 2400 Blk Bridge approach embankment mowing four embankment locations. Mowing from top of embankment to the retention. No mowing inside CSX right of way. Map provided. Weed control around light poles, guardrails & concrete walls.	EA	5	\$ 500.00	\$ 2,500.00
PWD/SW 22-134	Alleyway Between NE 5th and NE 6 st From NE 12 ave to NE 9 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-135	Alleyway Between NE 10 ave and NE 11 AVE from NE 2 st to NE 3 st	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-136	Alleyway Between NE 6 st and NE 7 st from NE 12 ave to NE 9 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-137	Alleyway Between NE 7 st and NE 8 st from NE 12 ave to NE 11 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-138	Alleyway Between NE 8 st and NE 9 st from NE 12 ave to NE 11 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-139	Alleyway Between NE 9 st and NE 10 st from NE 12 ave to NE 11 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-140	Alleyway Between NE 11st and NE 12 st from NE 12 ave to NE 10 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-141	Alleyway Between NE 12 st and NE 13 st from NE 12 ave to NE 10 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-142	Alleyway Between NE 13 st and NE 14 st from NE 12 ave to NE 10 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-143	Alleyway Between NE 10 ave and 11 ave from NE 10 st to NE 11 st	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-144	Alleyway Between NE 8 ave and NE 9 ave from NE 3 st to NE 6 st	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-145	Alleyway Between NE 14 st and NE 15 st from NE 14 ave to NE 12 ave	EA	5	\$ 35.44	\$ 177.20
PWD/SW 22-146	Alleyway Between NE 15 st and NE 16 st from NE 13 ave to NE 14 ave	EA	5	\$ 35.44	\$ 177.20
SOUTHWEST LOCATIONS ANNUAL COST:					\$ 115,350.84
TOTAL ANNUAL COST					\$ 165,131.44

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