

AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT FOR SPECIALTY GROUNDS MAINTENANCE SERVICES ("Agreement") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City") and MICHAEL FAISON LAWN MAINTENANCE, LLC, a for-profit limited liability company duly organized and authorized to do business in the state of Florida (EIN: 45-4964603) ("Vendor").

WHEREAS, on December 15, 2022, City issued an Invitation to Bid ("ITB") for the provision of providing specialty grounds maintenance services at multiple locations throughout the City, ITB No.: REC/230103 (the "Solicitation"); and

WHEREAS, five (5) 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, Michael Faison Lawn Maintenance, LLC, was selected to provide specialty 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-2)

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 ONE HUNDRED SIXTY-FOUR THOUSAND, TWO HUNDRED

SEVENTY-FIVE AND 20/100 DOLLARS (\$164,275.20) (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.

- B. **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.
- C. **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 8th Avenue, Ocala, Florida 34470 Attn: **Bill Rodriguez**, E-Mail: wcayro@ocalafl.org; Telephone: (352) 358-5503.
- D. **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.
- E. **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.
- F. **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.

- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. 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.
6. **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.
7. **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.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.**
17. **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. 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.

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; 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 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:

Michael Faison Lawn Maintenance, LLC
Attention: Michael Faison
3784 SE Hwy 42
Summerfield, Florida 34491
Phone: 352-572-4988
E-mail: mfm4988@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

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

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, Sr.
City Council President

Approved as to form and legality:

**MICHAEL FAISON LAWN MAINTENANCE,
LLC**

William E. Sexton
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

Contractor will provide all materials, equipment and labor while providing professional grounds maintenance services at multiple locations throughout the City. It shall be the responsibility of the Vendor to maintain the sites outlined in the most efficient and effective manner

EQUIPMENT REQUIREMENTS

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

1. Five (5) weed eaters
2. Five (5) edgers
3. Five (5) backpack blowers
4. One (1) three-wheel blower (for parking lots)
5. Five (5) mowers which shall include a combination of push and greater zero turn mowers
6. Two (2) trucks/trailers
7. Three (3) backpack sprayers

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
Total:	31

***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. Each area under this contract must be mowed with properly sized equipment to avoid scalping rutting and cutting off tops in sodded areas. Many of the properties under this contract are "lawns", not just typical park grass (Bahia), and as such must be mowed with more care than one would use in an open park. Properly sized equipment is often key to complying with this requirement. **Note: This may require the use of hand equipment such as push mowers, weed eaters, etc., in limited areas.**
3. Mower must be cleaned before moving to a different property if the next property has a different type of grass.
4. Mow at a height of three (3) inches for Bahia grass, four (4) inches for St. Augustine grass, and three (3) inches for Zoysia grass.
5. 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.
6. 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.
7. 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. Tires must be equally inflated

to avoid uneven cuts, etc. The Vendor is responsible for operating equipment at speeds that result in proper cuts.

8. Vendor 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 Vendor 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. **Grass clippings must be bagged at the Downtown Square and City Hall.**
9. 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.
10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Vendor, the Vendor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Vendor'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.
11. 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.
12. 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 and trails.
13. 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 insistences 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, Vendor 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			CONTRACT# REC/230103
Michael Faison's Lawn Maintenance LLC			
Recreation and Parks Grounds Maintenance			
ITEM	DESCRIPTION	UOM	Unit Cost
1	City Hall Complex - 110 SE Watula Avenue (including Citizens' Circle and Electric Customer Service Center). Boundaries are E. Ft King to the north, SE Watula to the east, SE Osceola to the west, and SE 3rd St to the south. Osceola and SE 3rd St mowing corner 15ft off Mow ROW between SE 3rd St and Ft. King on Osceola west side of the railroad track behind the restaurant Mow at a height of 4". clippings must be picked up.	Each	\$ 174.75
2	Murphy Parking Lot - W. Hwy 40 to the south, N. Magnolia to the east. NW 1st Ave to the west and NW 1 St to the north	Each	\$ 21.25
3	Downtown Square - S. Broadway St and SE 1st Ave and twelve (12) small islands surrounding the square. Mow the square at 4" and the grass clippings must be picked up.	Each	\$ 35.50
4	Hershberger Park - 1735 N. Magnolia Ave - mow all three sections.	Each	\$ 75.50
5	10th Street Park- NE 10th St. and N. Magnolia Ave - Mow from 10th St to the south to Johnson Tire to the north, and N. Magnolia to the west to dirt road to the east.	Each	\$ 33.40
6	Parking Lot 5 - 200 block of NE 1st Ave	Each	\$ 17.25
7	Parking Lot 9 - SW 2nd Ave & SW Ft King St	Each	\$ 47.50
8	Power Plant Block - 405 SE Osceola Ave (includes all grass on this block). SE 5th St to the south, SE Osceola to the west. SE 3rd to the north, and SE 3rd Ave to the east. Also the water tank/triangle.	Each	\$ 110.25
9	Art Park - 213 NE 5th St. - R/R tracks to the north, west, and east - NE 5th St to the south- this includes on the other side of the fence to the north to platform and the other side of the landscaping to the west to tracks.	Each	\$ 184.55
10	Train/Bus Station - 500 block of NE 1st Ave and Magnolia Split (triangle) by RR Track.	Each	\$ 151.00
11	Downtown Hwy 40 medians/ROW's - Watula to Pine Ave, and northwest corner island at W. Hwy 40 and NW 3rd St., northeast corner island at W. Hwy 40 and NW 4th St.	Each	\$ 41.25
12	Downtown Ft King St ROW's - Osceola to Pine Ave, area around electrical box south mid block between S. Magnolia and SE 1 first Ave. To RR tracks	Each	\$ 21.10
13	Downtown Broadway - Watula to West. Hwy 40 (R.O.W). Including the strip along east side of parking garage from Fort King to Broadway to vacant lot property line.	Each	\$ 37.25
14	E Ft King Medians/Roundabouts - SE 25th Ave to 36th Ave	Each	\$ 121.00
15	West Highway 40 Gateway medians - Three medians (two on east and one on west side of 1-75)	Each	\$ 19.35

16	West Highway 27 Gateway medians - Two medians (one on the east side and one on west side of I- 75)	Each	\$ 57.50
17	Parking Lot 6 - NW 2nd St. and N. Magnolia	Each	\$ 21.00
18	R.O.W SE 1 Ave. from SE 5th St. to NE 3rd St.	Each	\$ 67.50
19	SW 1 Ave. RO.W's from SW 2nd to W. Hwy 40, parking lot #7, parking lot #11	Each	\$ 51.00
20	S-Curve/Billboard - 800 blk S. Magnolia - 4 medians & area around billboard to the east of the R/R tracks	Each	\$ 75.50
21	Mary Sue Rich Community Center 1921 NW 17th PL. NW 17th Pl to South, NW 21st to West Property Line North East. Not including Sub Station	Each	\$ 361.00
22	Presbyterian Lot Fort King- E Fort King/SE Sanchez-Whole Block	Each	\$ 42.00
TOTAL PER CUT AMOUNT			\$ 1,766.40