

AGREEMENT FOR WEED CONTROL AT ELECTRIC UTILITY SUBSTATIONS

THIS AGREEMENT is entered into this 31st day of May, 2017, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **EDKO, LLC**, a Florida registered, foreign Louisiana limited liability company (EIN: 72-1159678), with located at 7555 Haygood Road, Shreveport, Louisiana 71107 ("Contractor").

WHEREAS:

The City of Ocala issued a Request for Quotes on April 27, 2017, for **RFQ# ELE/17-027: Weed Control at Electric Utility Substations**.

Nine (9) bidders responded, and Edko, LLC was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services.

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

1. **SERVICES.** Contractor will provide all materials, labor, and equipment to complete the weed control services for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Service, Exhibit B – Substation Locations**, within this agreement; and underlying RFQ# ELE/17-027. The contract, and all exhibits, hold precedence over the RFQ documents.
2. **COMPENSATION.** City shall pay Contractor for the performance of the work, and in accordance with the contract documents, a total lump sum amount of **\$3,000 (THREE THOUSAND DOLLARS, AND 00/100 CENTS)**.
3. **CONTRACT TIME.** Contractor must start work within seven (7) days of the City-issued Notice to Proceed (NTP). All work must be fully completed within thirty (30) days of the NTP.
4. **TERMINATION.** Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within five (5) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
6. **CONTRACT FULFILLMENT.** Contractors who enter into a contract with the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to a future bidding suspension of one (1) year, and up to a three (3) year bid debarment for serious contractual failures.
7. **CONTRACTOR'S REPRESENTATIONS.**
 - A. The Contractor has examined and carefully studied the Contract Documents and the other related data.
 - B. The Contractor has visited the site and is satisfied as to the observable general, local, and site conditions that may affect cost, progress, and performance of the Work.
 - C. The Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Contractor as noted in **Section 2** and detailed as follows:
 - A. The City will pay Contractor a total lump sum amount for this contract as noted in **Section 2**. Payments will be made monthly on a percentage basis of the project completed as approved, invoiced and agreed to by the City. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - B. Contractor shall invoice the City monthly for ALL work for the preceding calendar month, regardless of the amount of days worked. Invoices for this agreement will be prepared by Contractor, and submitted through the responsible City Project Manager at: **City of Ocala Electric Utility, John Skillman, 1805 NE 30th Ave., Bldg. 400, Ocala, FL 34470, jskillman@ocalafl.org**. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.

- C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work or products are subsequently performed/delivered to the City's satisfaction.
9. **INSPECTION AND ACCEPTANCE.** All services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the services have been received, accepted, and properly invoiced.
10. **ADDITIONAL INSURED.** The "City of Ocala" shall be added to all third-party coverage required by and provided for this contract as an "ADDITIONAL INSURED" to General Liability and Business Automobile Liability.
11. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
- C. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.
- D. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and

Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

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

- E. Failure to Maintain Coverage. In the event Contractor shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this agreement, Contractor shall be considered to be in default of this agreement.

12. **LIABILITY INSURANCE.** General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence, shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

- 1) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- 2) Coverage B - shall include personal injury.
- 3) Coverage C - medical payment, is not required.

B. If the Comprehensive General Liability form is used, it shall include at least:

- 1) Bodily Injury and Property Damage liability for premises; operations; products and completed operations; independent contractors; and property damage resulting from explosion, collapse, or underground (XCU) exposures.

13. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by Contractor with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned, and hired automobiles.

14. **WORKERS' COMPENSATION.** Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employer's liability limits of at least \$1,000,000 each accident, and \$1,000,000 each employee, \$1,000,000 policy limit for disease. Contractor shall be responsible for ensuring any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

15. **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.
16. **SAFETY/ENVIRONMENTAL.** Contractor is responsible always for precautions to achieve the protection of all persons including employees and property. The Contractor shall make special 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. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
17. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.
18. **ACCESS TO FACILITIES.** City will provide Contractor with access to the Facilities to permit Contractor to meet its obligations hereunder.
19. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
20. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like services, or executing additional contracts from other entities or sources.
21. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 this chapter 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.

- 22. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 23. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must

include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

24. **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.
25. **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.
26. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
27. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
28. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

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

31. **TERMINATION FOR CONVENIENCE.** City may, at any time and any reason, terminate Contractor's services and work at City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus (2) such

other costs incurred by Contractor as permitted by the contract and approved by City.

32. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
33. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or

limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

EDKO, LLC
Joe Crews
P.O. Box 7241
Shreveport, LA 71137
Phone: 318-425-8671
Email: joe.crews@edkollc.com

If to City of Ocala:

Tiffany Kimball, Director of Contracts
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

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

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes,

court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of

procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be

relevant or admissible to supplement, explain, or vary any of the terms of this agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

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

Exhibit A: Scope of Service (A-1 through A-2)

Exhibit B: Substation Locations (B-1)

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

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

ATTEST:

CITY OF OCALA


Angel B. Jacobs
City Clerk



Sandra Wilson
Deputy City Manager



Approved as to form and legality:

EDKO, LLC


Patrick G. Gilligan
City Attorney


Managing Partner
Michael B. Vasko, President/CEO

Contractor shall provide all labor, equipment, tools and applicators necessary to provide one-time weed control at Ocala Electric Utility (OEU) substations throughout the City. These services shall consist of chemical and mechanical methods, including applying herbicide/pre-emergent on the gravel covered interior grounds at twenty-one (21) electric substations located throughout the City of Ocala as listed in **Exhibit B – Substation Locations**.

Services are to be coordinated with the City Project Manager, John Skillman, Ocala Utility Service, 1805 NE 30th Avenue, Building 400, Ocala Florida, 34470, telephone: 352-502-2603 and e-mail: jskillman@ocalafl.org.

Working Hours. The City of Ocala Electric Utility's normal working hours are Monday through Thursday from 7 a.m. to 5 p.m. Contractor shall observe City's holiday schedule. Scheduling of work, and work conducted outside of normal work hours, must be approved and coordinated with the City Project Manager.

Access to Substations. Scheduling of all entry to substations shall be coordinated through the Ocala Electric Utility Department, Substation Division, telephone: (352) 502- 2603.

Specifications.

- A. All vegetation located inside the substation must be treated and killed with professional-strength herbicide.
- B. A 100% coverage and 90% kill rate is required for all spraying.
- C. Pre-emergent for vegetation must be applied to the entire gravel covered ground at all substations to inhibit new growth.
- D. Proper equipment must be used to apply herbicide/pre-emergent.

Contractor's Responsibilities.

- A. Contractor is responsible for verifying that all employees providing services to the City possess a valid Florida driver's license and possess the required license(s).
- B. Contractor shall not assign/subcontract any work without the prior written approval of the City. The City reserves the right to decline any assignments/subcontracting.

- C. All employees of Contractor are required to wear shirts or have a badge which identifies their company, and all trucks belonging to the Contractor must bear the company's name.
- D. At least one (1) crewmember must communicate fluently in English.
- E. Contractor shall ensure that all of its personnel are properly qualified, trained, certified and licensed in accordance with all applicable local, state and federal rules, regulations laws, and standards to perform the work assigned.
- F. All damages are to be reported to the City where final decision will be made (by the City) as to replacement and/or repairs. All replacement and/or repairs will be performed at no additional cost to the City.
- G. The City does not include an allowance for delays caused by the effects of inclement weather, however, the City may 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 the inclement weather.
- H. Contractor will be responsible for performing work necessary to meet the City's standards in a safe, neat, and high-quality workman-like manner using only accepted methods in carrying out the work and complying with all federal, state, and local laws. All work shall conform to all existing governing authorities' codes and regulations. The work must be accomplished with professional methods and standards of the trade. The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workers and all persons in, or around, the work area.

Substation Name	Address	Square Footage
Airport	509 SW 49th Ave., Ocala, FL 34474	53,312
Baseline	950 NE 58th Ave., Ocala, FL 34470	25,821
Dayco #2	3100 SE Maricamp Rd., Ocala, FL 34471 (on Dayco Industries grounds)	3,850
Dearmin	2779 SE 36th Ave., Ocala, FL 34471	11,457
Dixie	3150 SE 1st Ave., Ocala, FL 34471	21,384
Enzian	2300 NE 24th St., Ocala, FL 34470	25,024
Ergle	4255 NE 38th Terr., Ocala, FL 34470	109,416
Maricamp/Dayco #1	3116 SE Maricamp Rd., Ocala, FL 34471	16,038
North	1827 NE 7th Ave., Ocala, FL 34470	44,148
Nuby's Corner	10678 NE CR 314, Silver Springs, FL 34488 (Sharpe's Ferry Road)	17,816
Ocala Palms	5290 N. US Hwy. 27, Ocala, FL 34474	42,036
Paddock Mall	2546 SW 27th Ave., Ocala, FL 34474	23,320
Richmond Heights	2171 NW 17th Pl., Ocala, FL 34475	25,258
Richmond 2	1858 NW 31st St., Ocala, FL 34475 (Ocala Recycling's grounds)	4,331
Shady Road	471 SW 27th Ave., Ocala, FL 34474	21,216
Shady #2	650 SW 27th Ave., Ocala, FL 34474 (Closetmaid's grounds)	4,256
Sharpe's Ferry	670 NE 36th Ave., Ocala, FL 34470	19,656
Shaw	3650 SW 42nd St., Ocala, FL 34474	152,881
Silver Springs	3330 NE 55th Ave., Ocala, FL 34470	29,841
Water Plant	1810 NE 36th Ave., Ocala, FL 34470	25,821
White (Downtown)	1101 SE 1st Terr., Ocala, FL 34471	43,264