

BID TABULATION & NOTICE OF INTENT TO AWARD



Bid Name: **Airport Terminal Grounds Maintenance & Landscaping**
 ProRFx ID: RFQ02052400000021
 Notifications Sent: 809
 Bids: 4

Solicitation: **RFQ# AIR/240383**
 Buyer: Louis Joseph
 Buyer Email: ljoseph@ocalafl.gov
 Buyer Phone: 352-629-8260

2/29/2024 Notice of Intent to Award to Southern Lawn Care Mid, Florida, Inc.

Bidder Name	Office Location	Total Bid Amount
Southern Lawn Care Mid FL, Inc	Anthony, FL	\$ 10,080.00
Pure Cuts Lawn & Maintenance, LLC	Ocala, FL	\$ 12,600.00
Three Points Rental, LLC	Ocala, FL	\$ 12,600.00
Grandview Landscaping Services, Inc	Ocala, FL	\$ 18,900.00

Item	Description	Qty	UOM	Unit Price	Total
1	Landscaping and Ground Maintenance Terminal	28	Per Cur		
	Southern Lawn Care Mid FL, Inc	28	Per Cur	\$ 360.00	\$ 10,080.00
	Pure Cuts Lawn & Maintenance, LLC	28	Per Cur	\$ 450.00	\$ 12,600.00
	Three Points Rental, LLC	28	Per Cur	\$ 450.00	\$ 12,600.00
	Grandview Landscaping Services, Inc	28	Per Cur	\$ 675.00	\$ 18,900.00

Optional Items below are not considered in the quote award, but must still be completed. Failure to complete all items may result in the rejection of quotes as non-responsive (**Southern Lawn Care Mid FL, Inc**)

Item	DESCRIPTION	UOM	COST
2	Install City-provided mulch/straw in planting beds (per city request or every six (6) months)	Square Foot	\$0.25
3	Dispense Contractor-provided fertilizer (per City request)	Square Foot	\$0.25

Optional Items below are not considered in the quote award, but must still be completed. Failure to complete all items may result in the rejection of quotes as non-responsive (**Pure Cuts Lawn & Maintenance, LLC**)

Item	DESCRIPTION	UOM	COST
2	Install City-provided mulch/straw in planting beds (per city request or every six (6) months)	Square Foot	\$0.35
3	Dispense Contractor-provided fertilizer (per City request)	Square Foot	\$0.02

Optional Items below are not considered in the quote award, but must still be completed. Failure to complete all items may result in the rejection of quotes as non-responsive (**Three Points Rental, LLC**)

Item	DESCRIPTION	UOM	COST
2	Install City-provided mulch/straw in planting beds (per city request or every six (6) months)	Square Foot	\$0.60
3	Dispense Contractor-provided fertilizer (per City request)	Square Foot	\$0.40

Optional Items below are not considered in the quote award, but must still be completed. Failure to complete all items may result in the rejection of quotes as non-responsive (**Grandview Landscaping Services, Inc**)

Item	DESCRIPTION	UOM	COST
2	Install City-provided mulch/straw in planting beds (per city request or every six (6) months)	Square Foot	\$29.00
3	Dispense Contractor-provided fertilizer (per City request)	Square Foot	\$3.56



FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES - OCALA INTERNATIONAL AIRPORT TERMINAL

THIS FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES - OCALA INTERNATIONAL AIRPORT TERMINAL ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOUTHERN LAWN CARE MID FLORIDA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-4898723) ("Contractor").

WHEREAS, on March 26, 2024, City and Contractor entered into an Agreement for Landscaping and Grounds Maintenance Services – Ocala International Airport Terminal (the "Original Agreement"), City of Ocala Contract Number: AIR/240383 for a term of two (2) years from April 1, 2024, to March 31, 2026; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to reflect an increase in mowing frequency as detailed in the Scope of Work attached to the Original Agreement as **Exhibit A – Scope of Work**.

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

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK**. The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted in its entirety and replaced with the document attached as **Exhibit A – Scope of Work**.
4. **COMPENSATION**. City shall pay Contractor an amount no greater than **TWENTY-TWO THOUSAND, THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$22,320)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work**.
5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Southern Lawn Care Mid Florida, Inc.
 Attention: Tim McQuaig
 13900 NE 41st Terrace,
 Anthony, Florida 32617
 Phone: 352-304-3921
 E-mail: kawboy32x@gmail.com



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

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.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on 12/30/2024.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Peter Lee

Peter Lee
City Manager

Approved as to form and legality:

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

Signed by:
William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

DocuSigned by:
TIM MCQUAIG

By: TIM MCQUAIG
(Printed Name)

Title: President
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# AIR/240383****BACKGROUND**

1. The City of Ocala requires the services of an experienced vendor to provide Airport Terminal Landscaping Services supporting the Ocala International Airport.
2. **MANDATORY PRE-BID MEETING:** Refer to the listing for the pre-bid meeting date, time, and location.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess three (3) years experience in providing professional landscaping services.

INSURANCE REQUIREMENTS

NOTE: STANDARD INSURANCE REQUIREMENTS include General & Auto Liability and Workers Comp.

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of two (2) years with up to two (2) additional one-year (1-year) renewals.
2. **Renewals:** Two (2) optional, one-year renewal term periods by written consent between city and vendor.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

Project Summary: The Vendor will be required to perform the following services for the City of Ocala:

Vendor will provide mowing and landscaping services for the Ocala International Airport, located at 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474. These services will cover the airport terminal grounds as identified in the airport terminal mowing and landscape area diagram as shown in **Exhibit C**. All work shall be coordinated with City Project Manager Michael Baker, 352-572-0492, e-mail: mabaker@ocalafl.gov.

Deliverables: N/A

Working Hours: Airport Terminal Landscaping services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Vendor shall perform services in compliance to the Service Hours and mowing Frequency in Exhibit A – Scope of Work. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor shall Determine staffing levels by the services outlined in this Agreement. The number of staff assigned should be based on the number of hours recommended by the industry standard for the services outlined herein.
2. The Vendor 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.
3. Vendor shall ensure that satisfactory standards are maintained with regards to employees' competency, conduct, appearance, and integrity, at the discretion of the City.
4. Vendor shall provide all management, tools, equipment, supplies, and labor necessary to ensure landscaping services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.
5. Vendor must provide at least one member of staff that is able to communicate effectively in English, both verbally and in writing.
6. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor 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.
7. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
8. The employees of the Vendor 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.
9. Vendor 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.
10. No smoking is allowed on City property or projects.
11. Vendor must possess/obtain all required equipment and supplies to perform the work. A list of equipment shall be provided to the City upon request.
12. Vendor 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 Vendor 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.
13. Under no circumstances, or for any reason, shall Vendor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City-provided container, or in, or upon, City property. Should Vendor knowingly violate the terms of this provision, Vendor shall be held liable for the cost of the timely and proper and legal disposal of said material(s). Further, Vendor shall be held liable for any monetary or other penalty imposed upon the City, and for remediation of any property damage caused by said disposal.
14. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

Exhibit A – SCOPE OF WORK

CONTRACT# AIR/240383

- 15. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract
- 16. All company vehicles must have a visible company name/logo on the outside of the vehicle.
- 17. Data collected by the Vendor 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.
- 18. The Vendor 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.

CITY OF OCALA RESPONSIBILITIES

- 1. The City of Ocala will furnish the following to the Vendor for the performance of services:
 - A. Access to City/Airport buildings and facilities to perform the work.
 - B. Mulch for distribution by vendor when directed by the city.
- 2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

Mowing and Landscaping Services

- 1. Vendor shall mow all grassed areas in accordance with the frequency indicated below:

Airport Terminal Mowing Frequency	
Month	Cuts
January	2
February	2
March	2
April	2
May	2
June	4
July	4
August	4
September	4
October	2
November	2
December	2
Annual Total	32

- 2. Contractor shall mow grass to a height of two inches (2”) for Bahia grass and four inches (4”) for St. Augustine grass.
- 3. City does not include an allowance for delays caused by the effects of inclement weather. City may grant time extensions, on a case-by-case basis, for delays caused by the effects

- of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather.
4. Proper equipment must be used to mow mounds to prevent scalping, rutting, or cutting off top of slopes with mowing equipment, causing soil erosion. For all locations, batwing bush hog type equipment may be used in open areas.
 5. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, so as to prevent damage to the grass plants.
 6. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by mower. Contractor is responsible for leaving the area with a clean (free of trash and debris) and neat (even cut and no clumps of grass remaining in the mowed areas) appearance. All mowed areas will be inspected by the City Project Manager or designee.
 7. Contractor will be responsible for all damage caused while performing grounds maintenance services including, but not limited to, damage to any water sprinkler systems, lighting/electrical equipment, shrubs, trees, fences, gates, etc. Contractor shall report all damage to the City Project Manager. The City Project Manager, in his or her sole discretion, will inspect and render a final decision as to the replacement and/or repairs that will be necessary. All replacements and/or repairs will be performed by Contractor at no additional cost to the City. Any damaged ground sprinklers must be repaired immediately to ensure compliance with water conservation regulations.
 8. Backflow assembly units are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). Contractor employees shall at all times have a wrench in their possession to shut off the water should damage occur.
 9. No air blowers shall be used to blow grass debris into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off of streets and sidewalks.

Definitions:

1. Trash: Trash is defined as anything loose and useless, including, but not limited to bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, 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, including, but not limited to tree limbs (less than six (6) inches 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 Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Contractor shall call the City Project Manager or designee 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.

Terminal Landscaping Care & Maintenance

1. Hedges – Contractor shall trim tops sides and bottoms of all hedges to maintain a manicured appearance. Remove all organic debris from the site, to include: clippings, dead leaves, broken branches and twigs. Contractor shall properly dispose of these items. Hedge trimming must be done once every month in accordance with the maintenance recommendation for the plant species as identified in **Exhibit D – Landscape Plan**.
2. Landscape Plantings – Contractor shall perform care and maintenance of the terminal area landscape plantings in accordance with the recommended maintenance as identified for each plant species in **Exhibit D – Landscape Plan**. Contractor shall perform trimming and weeding of the landscaping plants once each month. Remove all organic debris from the site, to include: clippings, dead leaves, broken branches and twigs. Contractor shall properly dispose of these items.
3. When using chemicals to treat fence lines, a three-inch swath (3") shall be sprayed on each side of the fence to maintain grass and weed control. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level and the remaining dead vegetation removed from the fence.
4. A one (1) foot diameter area from the base of trees, poles, and guy wires shall be maintained when trimming. Chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide. When chemically trimming around trees, special care must be given as not to spray the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark greater than twenty-five percent (25%) of the diameter of the tree would need to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.
5. Sidewalks shall be edged. Where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it must be removed with a weed-eater or similar string device.

SAFETY

1. The Vendor 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 Vendor'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 Vendor's responsibility.
4. Vendor shall furnish Safety Data Sheets (SDS) on all products used in each City facility serviced by Vendor. The SDS must be kept with all products used at each individual location. Vendor shall be held responsible for any chemical product damage to any person and/or property due to negligence on the part of the Vendor, Vendor's employees, agents or representatives.

WARRANTY

INVOICING

1. All original invoices will be sent to: **Michael Baker, Project Manager, Airport Department, 1770 SW 60th AVE, STE 600, Ocala FL 34474** email: mabaker@ocalafl.gov and dlibera@ocalafl.gov
2. Vendor will invoice at least once a month. All monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date.
3. All invoices must include the dates and times of services performed for that period.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. Bids will be received on a **unit price basis**. The City will pay the Vendor only for the actual units that the Vendor provides, installs, or constructs.
OR Bids will be received on a **lump sum basis**. Lump sum amount must include all direct and indirect costs to complete the project.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.
6. Sample project(s) will be used to determine the low bidder. The project(s) will be selected prior to the bid opening and will be revealed and made available to vendors at the bid opening. The unit pricing from each vendors' bid and will be priced out with the sample project(s) to determine the low bidder. The award of this contract will be based on the bidder whose pricing has the lowest total cost for all the sample project(s) combined.

Certificate Of Completion

Envelope Id: 6ADF8FE6-0A7F-4CDF-AAC0-25A1365FAA8A

Status: Completed

Subject: SIGNATURE: First Amendment Grounds Maintenance Airport Terminal - Southern Lawn Care (AIR/240383)

Source Envelope:

Document Pages: 9

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

April Adolf

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

aadolof@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: April Adolf

Location: DocuSign

12/19/2024 10:32:45 AM

aadolof@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Signature

Timestamp

TIM MCQUAIG

kawboy32x@gmail.com

President

Security Level: Email, Account Authentication (None)

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Sent: 12/19/2024 11:05:15 AM

Viewed: 12/19/2024 11:06:57 AM

Signed: 12/19/2024 11:09:10 AM

Signature Adoption: Pre-selected Style

Using IP Address: 129.222.118.162

Electronic Record and Signature Disclosure:

Accepted: 12/19/2024 11:06:57 AM

ID: c88a0a15-e6d7-48e0-be7f-24bc5c07f4e9

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

B07DCFC4E86E429...

Sent: 12/19/2024 11:09:11 AM

Viewed: 12/19/2024 11:18:37 AM

Signed: 12/19/2024 11:19:00 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

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5BB28E162F2E4C2...

Sent: 12/19/2024 11:19:02 AM

Viewed: 12/27/2024 10:46:01 AM

Signed: 12/27/2024 10:46:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Sent: 12/27/2024 10:46:22 AM

Viewed: 12/30/2024 9:44:50 AM

Signed: 12/30/2024 9:45:13 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 12/30/2024 9:44:50 AM

ID: 1d35ba33-e595-4cbd-918a-4c807b380413

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2024 11:05:15 AM
Certified Delivered	Security Checked	12/30/2024 9:44:50 AM
Signing Complete	Security Checked	12/30/2024 9:45:13 AM
Completed	Security Checked	12/30/2024 9:45:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



**AGREEMENT FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES - OCALA
INTERNATIONAL AIRPORT TERMINAL**

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

WHEREAS, on February 8, 2024, City issued a Request for Quote for the provision of airport terminal landscaping and ground maintenance services-Ocala International Airport RFQ No.: AIR/240383 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the bid, Southern Lawn Care Mid Florida was found to be the lowest, responsive, and responsible bidder; and

WHEREAS, Contractor was chosen as the intended awardee to provide airport terminal landscaping and ground maintenance services for Ocala International Airport (the "Project"); and

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

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include 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.

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

- Exhibit A: Scope of Work (A-1 through A-5)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Airport Terminal Landscaping (C-1)
- Exhibit D: Landscape Plan (D-1 through D-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

SCOPE OF SERVICES. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A- Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.



3. **COMPENSATION.** City shall pay Contractor an amount no greater than **TWENTY THOUSAND, ONE HUNDRED SIXTY AND 00/100 DOLLARS (\$20,160)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.
- A. **Escalation.** Requests for price increases must be submitted no less than **NINETY (90) DAYS** prior to the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a **TWELVE (12) MONTH PERIOD**; or maximum negotiated increase of no more than **THREE PERCENT (3%)** annually unless there are mitigating market conditions.
- B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor will invoice at least one a month. All invoices shall include the dates and times of services performed for that period. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Airport Department, Attn: Michael Baker, Address: 1770 SW 60th Avenue, Suite 600, Ocala FL 34474** E-Mail: mabaker@ocalafl.gov and dlibera@ocalafl.gov.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- 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. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.



4. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **APRIL 1, 2024** and continue in effect for a term of **TWO (2) YEARS**, through and including **MARCH 31, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Contractor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
 - A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.



- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice,



Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount



provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.



D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of



Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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



21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.



26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of



the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** 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.
32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits



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

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

If to Contractor: Southern Lawn Care Mid Florida, Inc.
 Attention: Tim McQuaig
 13900 NE 41st Terrace,
 Anthony, Florida 32617
 Phone: (352) 304-3921
 E-mail: kawboy32x@gmail.com

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

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.gov

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

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR



OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a



duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 3/26/2024

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs
8DB3574C28E54A5

Angel B. Jacobs
City Clerk

DocuSigned by:
Peter Lee
5BB2BE162F2E4C2

Peter Lee
City Manager

Approved as to form and legality:

SOUTHERN LAWN CARE MID FLORIDA, INC.

DocuSigned by:
William E. Sexton
B07DCFC4E3E422

DocuSigned by:
TIM MCQUAIG
5F5B4B04FEE4A9A

By: William E. Sexton
(Printed Name)

By: TIM MCQUAIG
(Printed Name)

Title: City Attorney

Title: President
(Title of Authorized Signatory)

BACKGROUND

1. Contractor shall provide landscaping services at the Ocala International Airport.
2. Contractor shall provide all labor, equipment, tools, and materials necessary to provide professional landscaping services.

PROJECT SUMMARY, DELIVERABLES AND HOURS

Project Summary: Contractor shall be required to perform the following services for the City of Ocala:

The Contractor shall provide mowing and landscaping services for the Ocala International Airport, located at 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474. These services will cover the airport terminal grounds as identified in the airport terminal mowing and landscape area diagram as shown in **Exhibit C**. All work shall be coordinated with City Project Manager Michael Baker, 352-572-0492, e-mail: mabaker@ocalafl.gov.

Deliverables: N/A

Working Hours: Airport terminal landscaping services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. The Contractor shall perform services in compliance with the service hours and mowing frequency described herein. Contractor shall provide a 48-hour advance notice to the City project manager for work outside normal shift hours. The City may decline the request.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall determine staffing levels by the services outlined in this Agreement. The number of staff assigned shall be based on the number of hours recommended by the industry standard for the services outlined herein.
2. Contractor shall complete all work performed under this solicitation by policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
3. Contractor shall ensure that satisfactory standards are maintained concerning employees' competency, conduct, appearance, and integrity, at the discretion of the City.
4. Contractor shall provide all management, tools, equipment, supplies, and labor necessary to ensure landscaping services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.
5. Contractor must provide at least one member of staff who can communicate effectively in English, both verbally and in writing.
6. 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.
7. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
8. Contractor's employees 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.

Exhibit A – SCOPE OF WORK**CONTRACT# AIR/240383**

9. Contractor shall 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.
10. No smoking is allowed on City property or projects.
11. Contractor must possess/obtain all required equipment and supplies to perform the work. A list of equipment shall be provided to the City upon request.
12. 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.
13. Under no circumstances, or for any reason, shall Contractor, its employees, agents, or representatives ever dispose of any flammable, toxic, or caustic materials into any City-provided container, or in, or upon, City property. Should Contractor knowingly violate the terms of this provision, Contractor shall be held liable for the cost of the timely proper, and legal disposal of said material(s). Further, Contractor shall be held liable for any monetary or other penalty imposed upon the City, and for remediation of any property damage caused by said disposal.
14. 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.
15. Contractor shall obtain and pay for any licenses, additional equipment, dumping and disposal fees, etc., required to fulfill this agreement.
16. All company vehicles must display a visible company name/logo on the outside of the vehicle.
17. 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.
18. 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, PowerPoint, Access, or any other software as specified and approved by City staff.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following to Contractor for the performance of services:
 - a. Access to City/Airport buildings and facilities to perform the work.
 - b. Mulch for distribution by Contractor when directed by the city.
2. The City reserves the right to purchase any materials for Contractor to use. Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR'S RESPONSIBILITIES**Mowing and Landscaping Services**

1. Contractor shall mow all grassed areas following the frequency indicated below:

Airport Terminal Mowing Frequency	
Month	Cuts
January	1
February	1
March	2
April	2
May	2
June	4
July	4
August	4
September	4
October	2
November	1
December	1
Annual Total	28

2. Contractor shall mow grass to a height of two inches (2") for Bahia grass and four inches (4") for St. Augustine grass.
3. City does not include an allowance for delays caused by the effects of inclement weather. City may grant time extensions, on a case-by-case basis, for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by inclement weather.
4. Proper equipment must be used to mow mounds to prevent scalping, rutting, or cutting off top slopes with mowing equipment, causing soil erosion. For all locations, batwing bush hog-type equipment may be used in open areas.
5. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, to prevent damage to the grass plants.
6. Contractor must pick up trash and debris in and around the area to be mowed (including fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. Contractor is responsible for leaving the area with a clean (free of trash and debris) and neat (even cut and no clumps of grass remaining in the mowed areas) appearance. All mowed areas will be inspected by the City Project Manager or designee.
7. Contractor will be responsible for all damage caused while performing grounds maintenance services including, but not limited to, damage to any water sprinkler systems, lighting/electrical equipment, shrubs, trees, fences, gates, etc. Contractor shall report all damage to the City Project Manager. The City Project Manager, in his or her sole discretion, will inspect and render a final decision as to the replacement and/or repairs that will be necessary. All replacements and/or repairs will be performed by Contractor at no additional cost to the City. Any damaged ground sprinklers must be repaired immediately to ensure compliance with water conservation regulations.

8. Backflow assembly units are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). Contractor employees shall at all times have a wrench in their possession to shut off the water should damage occur.
9. No air blowers shall be used to blow grass debris into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. All cuttings must be kept off of streets and sidewalks.

Definitions:

1. Trash: Trash is defined as anything loose and useless, including, but not limited to bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, 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, including, but not limited to tree limbs (less than six (6) inches 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. Suppose Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed. In that case, Contractor shall call the City Project Manager or designee 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.

Terminal Landscaping Care & Maintenance

1. Hedges – Contractor shall trim the tops sides and bottoms of all hedges to maintain a manicured appearance. Remove all organic debris from the site, including: clippings, dead leaves, broken branches, and twigs. Contractor shall properly dispose of these items. Hedge trimming must be done once every month following the maintenance recommendation for the plant species as identified in **Exhibit D – Landscape Plan**.
2. Landscape Plantings – Contractor shall perform care and maintenance of the terminal area landscape plantings under the recommended maintenance as identified for each plant species in **Exhibit D – Landscape Plan**. Contractor shall perform trimming and weeding of the landscaping plants once each month. Remove all organic debris from the site, including clippings, dead leaves, broken branches, and twigs. Contractor shall properly dispose of these items.
3. When using chemicals to treat fence lines, a three-inch swath (3") shall be sprayed on each side of the fence to maintain grass and weed control. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed-eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.
4. A one (1) foot diameter area from the base of trees, poles, and guy wires shall be maintained when trimming. Chemically kill or retard the growth directly under trees

using Roundup or other suitable and equally effective herbicides. When chemically trimming around trees, special care must be given not to spray the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark greater than twenty-five percent (25%) of the diameter of the tree would need to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.

5. Sidewalks shall be edged. Where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After the vegetation is dead, it must be removed with a weed-eater or similar string device.

SAFETY

1. 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. Before completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
4. Contractor shall furnish Safety Data Sheets (SDS) on all products used in each City facility serviced by Contractor. The SDS must be kept with all products used at each location. Contractor shall be held responsible for any chemical product damage to any person and/or property due to negligence on the part of the Contractor, Contractor's employees, agents, or representatives.

INITIAL TERM PRICING				
ITEM	DESCRIPTION	UOM	UNIT COST	EXTENDED COST
1	Landscaping and Ground Maintenance Terminal	Per Cut	\$ 360.00	\$ 10,080.00
ANNUAL PRICING				\$ 10,080.00
Optional Items:				
ITEM	DESCRIPTION	UOM	COST	
2	Install City-provided mulch/straw in planting beds (per city request or every six (6) months)	Square Foot		\$0.25
3	Dispense Contractor-provided fertilizer (per City request)	Square Foot		\$0.25

INITIAL TERM PRICING				
ITEM	DESCRIPTION	UOM	UNIT COST	EXTENDED COST
1	Landscaping and Ground Maintenance Terminal	Per Cut	\$ 360.00	\$ 10,080.00
ANNUAL PRICING				\$ 10,080.00
Optional Items:				
ITEM	DESCRIPTION	UOM	COST	
2	Install City-provided mulch/straw in planting beds (per city request or every six (6) months)	Square Foot		\$0.25
3	Dispense Contractor-provided fertilizer (per City request)	Square Foot		\$0.25

**EXHIBIT C Airport Terminal
Landscaping**

CONTRACT# AIR/240383



Blue shaded area depicts grass to be mowed and plants to be trimmed/maintained

REVIEWED
City of Ocala Growth Management
SPR 18 2018 103719

DATE: _____
REVISIONS: _____

MICHAEL PAPER ASSOCIATES, P.A.
LANDSCAPE ARCHITECTURE
2951 SE 17TH STREET
OCALA, FLORIDA 34471 (352) 551-3500

MPA

OCALA INTERNATIONAL AIRPORT
OCALA, FLORIDA
LANDSCAPE PLAN

DATE: 04-26-18
JOB NO. 12541
PLOT NO. 02541-001-01-01
SHEET NO. 02541-001-01-01
SHEET ___ OF ___

L-1

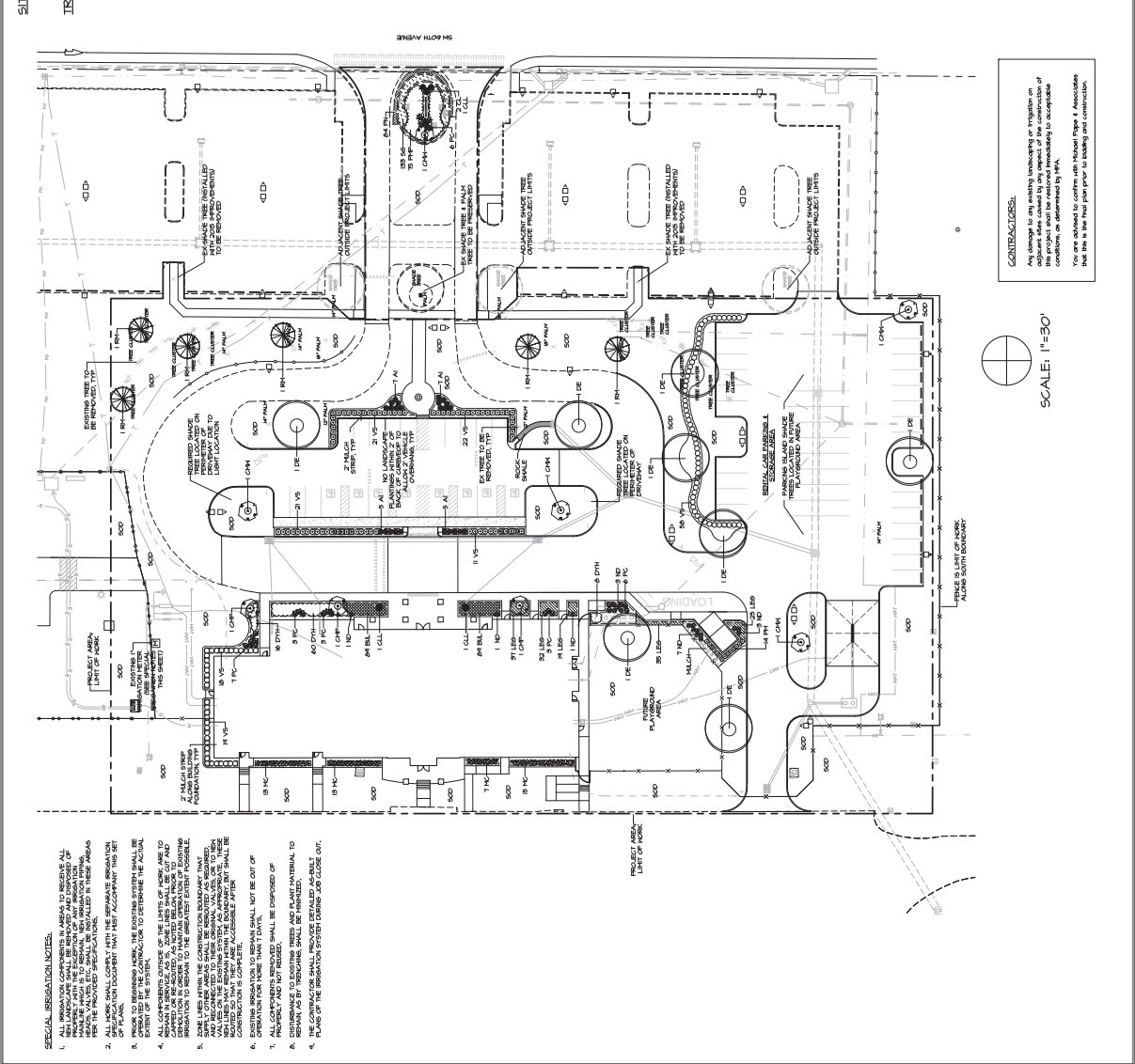
SITE DATA
Project Area: 157,146 (5,611 ac)
(See Civil Site Plan prepared by Davis Drenth Engineering)

TREE CALCULATIONS
Based on site survey data provided by others
EXISTING INVESTIGATION CALCULATIONS
Total existing trees = 3
Total trees to be removed = 2
Total trees preserved = 2 (2.0% of viable shade trees)
Total trees required = 1 (shade trees, 1 from trees)

SITE SHADE TREE CALCULATIONS
Site shade trees required = 16 (3.6% AC/10000 sf)
Total Additional Site Shade Trees Required = 15
Onomental trees* provided = 6
(6 Counted on 4 Shade Trees at the 2:1 ratio allowed, not exceeding the 50% maximum)
Shade Trees Provided = 14
Total Site Shade Trees provided = 16
*Onomental Trees used in parking islands due to light locations and/or proximity to building or driveway.

INTERIOR LANDSCAPE CALCULATIONS
See Sheet L-2
Refer to CIVL drawings for Open Space calculations.

GENERAL NOTES:
1. ALL PLANT MATERIAL USED SHALL BE LEGAL TO OR EXCEED THE GRADE OF FLORIDA IN AS PER GRACES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA, LATEST EDITION.
2. ALL LANDSCAPING SHALL BE INSTALLED IN A PROFESSIONAL MANNER FOLLOWING ACCEPTABLE NURSERY PRACTICES AS SET BY THE FLORIDA NURSERY AND GROWERS ASSOCIATION (FNGA).
3. THE GROWER, INCLUDING SPECIFICATIONS AND ASSIGNS, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL LANDSCAPED AREAS SHALL BE WATERED BY A WORK AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A BAIN SENSOR DEVICE PURSUANT TO CHAPTER 253, THE WATER SOURCE SHALL BE THE EXISTING 1" IRRIGATION METERS. SEE PLAN FOR LOCATION. AN IRRIGATION PLAN SHALL BE SUBMITTED PRIOR TO GO, IF REQUIRED.
5. THE PROPOSED IRRIGATION SYSTEM SHALL BE DESIGNED TO IRRIGATE THE SITE BASED ON A 2-DAY WATERING SCHEDULE.
6. LANDSCAPING SHALL CONFORM GENERALLY TO WATER-EFFICIENT DESIGN PRINCIPLES, INCLUDING THE USE OF NATIVE AND/OR DROUGHT TOLERANT SPECIES.
7. Note: Plant quantities are provided as a guide only. The contractor shall confirm total quantities as indicated by the plan. All trees given are minimum unless otherwise noted. Every component of spec shall be met.



Certificate Of Completion

Envelope Id: 1737D7F5711C489DBFB4C2084180E163	Status: Completed
Subject: SIGNATURE -Agreement for Landscaping & Grounds Maintenance Service (AIR/240383)	
Source Envelope:	
Document Pages: 23	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

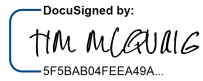
Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
3/12/2024 8:54:26 AM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

TIM MCQUAIG
kawboy32x@gmail.com
President
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

5F5BAB04FEE49A...
Signature Adoption: Pre-selected Style
Using IP Address: 129.222.253.22

Timestamp

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Viewed: 3/12/2024 11:28:51 AM
Signed: 3/12/2024 11:29:32 AM

Electronic Record and Signature Disclosure:
Accepted: 3/12/2024 11:28:51 AM
ID: f1b623af-1167-4d87-b81d-883532ac09b8

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 216.255.240.104

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Signed: 3/25/2024 4:31:55 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Peter Lee
plee@ocalafl.org
City Manager
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Signed: 3/26/2024 8:51:43 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

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Signed: 3/26/2024 8:58:00 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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ID: 50947d57-4ce4-4af8-8b1b-9294c8207808

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	3/25/2024 11:11:59 AM
Envelope Updated	Security Checked	3/25/2024 11:11:59 AM
Certified Delivered	Security Checked	3/26/2024 8:57:42 AM
Signing Complete	Security Checked	3/26/2024 8:58:00 AM
Completed	Security Checked	3/26/2024 8:58:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.