

Grants & Contracts - Transmittal Memo

DATE: March 13, 2019

FROM: Purchasing Division, Contracts

TO: Neil Greishaw, Kelli Hutchins

CONTRACT #: 11215

VENDOR: Green Maintenance and Cleaning, Inc.

DESCRIPTION: #11215 Green Maintenance and Cleaning, Inc. Agreement for Right of Way Mowing Bid 19-214

APPROVED BY: Board of County Commissioners

APPROVAL DATE: March 12, 2019

RECEIVED ON: March 13, 2019

TERM START: March 12, 2019

TERM END: September 30, 2019

AMOUNT: \$133,999.95

RFP/BID #: 19-214

GMW: Yes

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND
GREEN MAINTENANCE AND CLEANING, INC.**

This Agreement is entered into this 12th day of March, 2019 between Alachua County, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Green Maintenance and Cleaning, Inc.**, whose business mailing address is **PO Box 3005, Lake City, FL 32056** hereinafter referred to as "Contractor." Collectively, the County and the Contractor shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued Bid #19-214 seeking Contractors to provide Firm Fixed Prices for Annual Right-Of-Way Mowing in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid #19-214 the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the Work described in Bid #19-214 and the Contractor desires to provide such Work to the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2019 (the "Initial Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for three (3) additional one (1) year period at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1"** (hereinafter, the "Work").

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1. The Contractor is a professional qualified to perform the Work described.

3.2. The Contractor warrants all the Work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.

3.3. The Contractor acknowledges and agrees that the County's review or inspection of the Work performed by Contractor shall in no way diminish the Contractor obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish Contractor's warranty pertaining to the Work.

4. **Method of Payment.** For all Work actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid for the Work described in **Exhibit 1** and in accordance with the cost per mowing cycle provided in **Exhibit "2"**.

4.2. The Contractor shall be paid a sum that SHALL NOT EXCEED \$133,999.95 per Fiscal Year ("Annual Contract Price"), unless approved by the Board of County Commissioners. For the purposes of this Agreement, a Fiscal Year shall commence on October 1 and shall extend through September 30.

4.3. As a condition precedent to being owed any payment under this Agreement, the Contractor shall submit monthly, an invoice to the County, requesting payment for Work properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work was rendered pursuant to an hourly rate and the person(s) performing such Work. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Public Works
ATTN: Director
5620 NW 120th Lane
Gainesville, FL 32653

4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and all payments shall be remitted to:

Green Maintenance and Cleaning, Inc.
PO Box 3005,
Lake City, FL 32056

4.5 Contractor's sole and exclusive compensation shall be as set forth in Section 4.1, above. The County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. **Alachua County Minimum Wage:** The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.1. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").

5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.3. The Contractor must provide certification, **Exhibit "3"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements

5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "4."**

7. **Authorization for Work.**

7.1. Authorization for performance of Work by the Contractor under this Agreement shall be in the

form of written Work Orders issued and executed by the County and signed by the Contractor. A form Work Order is attached hereto as **Exhibit "5"**. Each Work Order shall describe the scope of the Work to be performed by the Contractor, state the dates for commencement and completion of the Work, and establish the amount that the County shall pay the Contractor under the Work Order, and method of payment. The total amount that the County shall pay the Contractor under each Work Order shall be based on, and shall not exceed, the prices set forth in **Exhibit "2"**. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Contractor will perform any project for the County during the Initial Term or subsequent renewal Term of this Agreement. The County reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.

7.2. The Public Works Director, or specified designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Contractor for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 4.2 of this Agreement. It shall be the Contractor's duty and responsibility to tract the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County issues Work Orders or Change Orders that collectively, or individually, exceed the Annual Contract Price set forth in Paragraph 4.2, said Work Orders or Change Orders last issued that would cause the Annual Contract Price to be exceeded shall automatically be deemed invalid, and the Contractor shall immediately notify the County and shall not commence said Work without further authorization from the Board of County Commissioners.

7.3. Change Orders to existing Work Orders will be authorized by a Work Order Change Order **Exhibit 5-A**.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Public Works Director
Public Works
5620 NW 120th Lane
Gainesville, FL, 32653

Contractor:

Green Maintenance and Cleaning, Inc.

PO Box 3005,
Lake City, FL 32056

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants
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9. Performance Bond:

9.1. At least ten (10) days PRIOR to furnishing any work , the Contractor shall provide Owner with a Performance Bond, in the amount of one hundred percent (100%) of the Annual Contract Price, in the form attached hereto as **Exhibit "6"**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.

9.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance Bond in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance Bond to the County. Contractor shall deliver a certified copy of the recorded Performance Bond to the County as evidence of recording said Bond, within five (5) days of recording. The delivery of such evidence is a condition precedent to Owner's obligation to make any payments to Contractor hereunder.

10. Liquidated Damages: All Work shall be completed within the timeframe cycle as specified herein. Failure to complete Work in the timeframe specified shall result in liquidated damages assessed in the amount 10% of the amount bid per cycle per roadway per calendar day until the Work is completed. If in the sole opinion of the County, and due to events beyond control of the Contractor, the liquidated damages may be waived.

11. Default and Termination.

11.1. The failure of the Contractor to comply with any provision of this Agreement, at the sole opinion of the County, will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing in accordance with Paragraph 8. This notification will make

specific reference to the provision, which gave rise to the default. The County will give the Contractor forty-eight (48) hours to cure the default for the first two defaults within a twelve (12) month period; a third default within a twelve (12) period will constitute grounds for the County to terminate the Agreement immediately and without affording the Contractor with an opportunity to cure the default. In such instance of a third default within any twelve (12) month period, this Agreement may be terminated, at the County's sole option, upon delivery of Notice of Third Default and Termination to the Contractor. The Public Works Contracts & Design Manager is authorized to provide written notice of default on behalf of the County, but only the Public Works Director is authorized to provide notice of termination on behalf of the County to the Contractor.

- 11.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Agreement Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

12. Project Records

12.1. General Provisions:

- 12.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public

records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

12.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

12.2. Confidential Information:

12.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

12.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

12.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

12.4. A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL bsingleton@AlachuaCounty.US, PHONE (352) 548-1306, OR US MAIL 5620 NW 120 LANE, GAINESVILLE, FL 32653

13. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "7"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "7-A"**.

12. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13 Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

14. Indemnification.

14.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not

be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts

14.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Assignment of Interest.** Neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The Parties may amend this Agreement only by mutual written Agreement of the

Parties.

26. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts**. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

29. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral Agreements, understandings, or representations.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut IV
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: March 13, 2019

ATTEST:

Jess Irby
J.K. "Jess" Irby, Esq.
Clerk

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

(SEAL)

ATTEST

By: Heather Walker
Print: Heather Walker
Title: Secretary

GREEN CLEANING AND MAINTENANCE, INC.

By: [Signature]
Print: LEWIS WAIKEL
Title: PRES / OWNER
Date: 3-1-19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: SCOPE OF WORK

1. Annual Right-Of-Way Mowing

- 1.1. Mowing is defined as cutting of grass/vegetation, edging of grass/vegetation, litter pick-up and clean-up of cut grass/vegetation from right-of-way line to right-of-way line. Grass shall be cut to a maximum of 3". Weed eating will be done around all fences, guardrails, signs, sidewalks, concrete headwalls, curbing traffic separators and any & all other vertical apparatuses in the right-of-way.
- 1.2. During mowing operations, the Contractor shall provide maintenance of traffic in accordance with all applicable federal, state and local rules and regulations. This includes the most recent edition of the FDOT Standard Plans for Road Construction, the most recent edition of the FDOT Standard Specification for Road & Bridge Construction, and the most recent edition of the FHWA Manual on Uniform Traffic Control Devices.
- 1.3. The Contractor will notify the County via email within 24 hours of completion of each cycle for inspection. Failure to notify the County within this time period will require the Contractor to make an additional cycle at no charge to the County.
- 1.4. The Contractor shall supply all materials, equipment, vehicles and personnel needed to provide the service in accordance with these specifications.
- 1.5. The Contractor will be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
- 1.6. Hours of operation will be from sunrise to sunset, EXCEPT Sundays and holidays as identified by the County.
- 1.7. While it is recognized that some of the actual right of way areas may be mowed by the adjacent home owner, the area is the responsibility of Contractor and shall still require mowing, weed eating, and/or clean up.
- 1.8. Mid-March (March 15th) through October, all rights of way shall be mowed on of 2 week cycle (2 cuts per month, expect for March) for a total of 15 cycles.
- 1.9. The Contractor shall also keep all fences free of plants and weeds. Sidewalks and medians shall be edged with each operation; additionally, plants and weeds shall be removed and cleaned off the sidewalks and medians after the mowing operation. All trash will be picked up and properly disposed of.
- 1.10. All Work shall be completed within the timeframe cycle as specified herein. Failure to complete Work in the timeframe specified shall result in liquidated damages assessed in the amount 10% of the amount bid per cycle per roadway per calendar day until the Work is completed. If in the

sole opinion of the County, and due to events beyond control of the Contractor, the liquidated damages may be waived.

- 1.11. All sections of roadway include both sides of the road within the bounds of the right-of-way, with the following exceptions: SW 91st St. 900 block, west side, area is marked with "Do Not Mow" signs, NW 16th Ave. 2600 block median, marked with sign "Wildflowers Provided by Gainesville Garden Club".
- 1.12. All debris, construction scrap, landscape or tree trimming, created by the Contractor shall be disposed of in accordance with local laws and regulations.
- 1.13. The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complied fully with these specifications.
- 1.14. The Contractor shall meet with the Department Director or his designee at least once a month from April through October for a performance review.

2. LIST OF ROADWAYS

Miles

NW 43 rd St. from NW 53 rd Ave./Millhopper Rd. to Newberry Rd.	3.3
NW 83 rd St. from NW 23 rd Ave. to NW 39 th Ave.	1.0
NW 23 rd Ave. from NW 43 rd St. to NW 98 th St.	3.4
Ft. Clark Blvd. between NW 23 rd Ave. and Newberry Rd.	1.1
NW 98 th St. from 39 th Ave. to Newberry Road	2.1
NW 91 st St. from Newberry road to SW 24 th Ave.	2.0
NW 16 th Blvd. from NW 43 rd St. to NW 34 th Ave.	1.2
NW 16 th Ave. from NW 34 th Ave. to N Main St.	2.8
NW 16 th Ave. from N Main St. to Waldo Road	1.4
NW 39 th Ave. from I-75 west to NW 115 Ter.	0.8
SE 15 th St. from Hawthorne Road to sidewalk ends on SW 41 st Ave.	2.6
SW 20 th /SW 24 th Ave. from SW 43 rd St. to SW 122 nd St.	5.4
SW 8 th Ave. from SW 75 th St. to SW 122 nd St.	3.0
N Main St. from 8 th Ave. to NW 39 th Ave.	2.0
SE 35 th St. from Hawthorne Road to the end	1.6
Total:	33.7

3. LIST OF PROPERTIES

Acreage

3.1. 5606 SE 159th Terrace, Hawthorne, FL 32640 - Grove Park Fire Station	3.16
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4. ADDITIONS TO SCOPE OF SERVICE

- 4.1. The County reserves the option to add or delete roadways within the scope of the bid at the per acre pricing set forth in Exhibit 2 or via the County's regular Procurement Procedures, as deemed in the best interest of the County.

EXHIBIT 2: MOWING COSTS

List of Roadways	Miles	Cost per Mowing Cycle	Annual based on 15 Mowing Cycles per year: March (1 x month), April - October (2 x month)
NW 43 rd St. from NW 53 rd Ave./Millhopper Rd. to Newberry Rd.	3.3	\$874.76	\$13,121.40
NW 98th St. from 39th Ave. to Newberry Road	2.1	\$556.67	\$8,350.05
NW 83 rd St. from NW 23 rd Ave. to NW 39 th Ave.	1	\$265.08	\$3,976.20
NW 23 rd Ave. from NW 43 rd St. to NW 98 th St.	3.4	\$901.27	\$13,519.05
Ft. Clark Blvd. between NW 23 rd Ave. and Newberry Rd.	1.1	\$291.59	\$4,373.85
NW 91st St. from Newberry road to SW 24th Ave.	2	\$530.16	\$7,952.40
NW 16th Blvd. from NW 43rd St. to NW 34th Ave.	1.2	\$318.10	\$4,771.50
NW 16th Ave. from NW 34th Ave. to N Main St.	2.8	\$742.22	\$11,133.30
NW 16th Ave. from N Main St. to Waldo Road	1.4	\$371.11	\$5,566.65
NW 39th Ave. from I-75 west to St. Francis School	0.8	\$212.06	\$3,180.90
SE 15th St. from Hawthorne Road to sidewalk ends on SW 41st Ave.	2.6	\$689.21	\$10,338.15
SW 8th Ave. from SW 75th St. to SW 122nd St.	3	\$795.24	\$11,928.60
SW 20 th /SW 24 th Ave. from SW 43 rd St. to SW 122 nd St.	5.4	\$1,325.40	\$19,881.00
N Main St. from 8th Ave. to NW 39th Ave.	2	\$530.16	\$7,952.40
SE 35th St. from Hawthorne Road to the end	1.6	\$424.13	\$6,361.95
TOTAL		\$8,827.16	\$132,407.40
County Owned Properties		Acreage	
5606 159th Terrace, Hawthorne, FL 32640		3.16	\$106.17
Total		Cost per Cycle	\$8,933.33
			\$133,999.95

Supplemental Mowing Services when requested by the County	Cost per Acre	\$65.00	
---	---------------	---------	--

EXHIBIT 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Work as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Green Maintenance and Cleaning, Inc.
PO Box 3005,
Lake City, FL 32056

Project Description: Annual Right-of-Way Mowing Services

Green Maintenance and Cleaning, Inc.

ATTEST (By Corporate Officer)

By: Heather Walker

Print: Heather Walker

Title: Secretary

By: [Signature]

Print: LEWIS WALKER

Title: PRES. / OWNER

Date: 3-1-19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 4: DUTIES OF THE COUNTY

1. Provide a written request for services and a written Notice to Proceed for the commencement of each mowing season.
2. All mowing, trimming edging, and care will be monitored by the Department Director or his designee.
3. Provide payment as provided herein to the Contractor for all services actually, timely and faithfully performed.

EXHIBIT 5: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR:

CONTRACTOR'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, Work as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ between the County and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- drawings/plans/specifications
- scope of Work
- special conditions
- _____

The Contractor shall perform said Work pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above or upon issuance of a Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a:
 - fixed fee basis

time basis method with a not-to-exceed amount

time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Contractor shall perform all Work required by this Work Order for the sum of _____ DOLLARS (\$ _____ - _____). In no event shall the Contractor be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Contractor shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$ _____). The Contractor's compensation shall be based on the actual Work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Contractor is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Contractor shall advise the County whenever the Contractor has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Contractor for the actual Work performed under this Work Order.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any Work by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the Work called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

CONTRACTOR:

Witness

By: _____
signature

Title: _____
Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____

Date: _____

EXHIBIT 5-A: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS

AMENDMENT # _____

NTP/Project # _____

Date Issued: _____

Contractor: _____

Invoicing Reference # _____

Contract Manager: _____

Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original
Completion
Date:

_____ (_____ days after NTP)

New Completion Date: _____ (_____ days after NTP)

Not valid until signed by County

ALACHUA COUNTY:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 6: FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO #, RFP, OR BID #:

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE:

SEAL

PRINTED NAME AND TITLE:

EXHIBIT 7: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the

contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 7-A: CERTIFICATE OF INSURANCE



GREEMAI-02

JBROUWER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 1117 Thomasville Road Tallahassee, FL 32303	CONTACT NAME:	
	PHONE (A/C, No, Ext): (850) 386-1111	FAX (A/C, No): (850) 385-9827
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Green Maintenance and Cleaning Inc. PO Box 3005 Lake City, FL 32056	INSURER A: Southern-Owners Insurance Company	10190
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	78685044	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		78685044	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5168504400	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		78319574	08/08/2018	08/08/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BID: 19-214: Annual Right-of-Way Mowing
Department Contact: Neil Greishaw, Public Works
Department Phone: 352-374-5245

CERTIFICATE HOLDER Alachua County Board of County Commissioners 12 SE 1st Street Gainesville, FL 32601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jan Brouwer</i>

Green Maintenance And Cleaning, Inc

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Green Maintenance + Cleaning, Inc
(insert name of company)

Florida
(insert state of incorporation) corporation (the "Corporation"), at a duly and properly

held meeting on the 28 day of February, 2019, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting alone, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

LEWIS WALKER

HEATHER WALKER

TITLE

PRESIDENT

SECRETARY

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28 day of February, 2019, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: Heather C Walker

Heather C Walker

(Print Secretary's Name)



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Board Room
12 SE 1st Street
Gainesville, Florida
March 12, 2019 BoCC Agenda**

Agenda Item #40.

Agenda Item Name:

Annual Right-of-Way Mowing: Bid 19-214 - Award/Approve Contract

Presenter:

Ramon D, Gavarrete, P.E., County Engineer 352.548.1214/Larry Sapp, 352.374.5202

Item Description:

Approve the lowest most responsible and responsive bidder for Bid 19-214 Annual Right-of-Way Mowing, to Green Maintenance & Cleaning, Inc.

Recommended Action:

Approve Green Maintenance & Cleaning, Inc., in the amount of \$133,999.95 as the lowest responsible and responsive bidder for Bid 19-214 Annual Right-of-Way Mowing, and approve the agreement.

Prior Board Motions

April, 25, 2017-BoCC approved awarding of Bid 17-214 to Southern Lawn Care Mid Florida, Inc. with two (2) additional two (2) year periods.

October 9, 2018-BoCC approved Annual Blanket Purchase Orders 2019-00000795 in the amount of \$80,000.00 for Right of Way Mowing.

Fiscal Consideration:

Public Works budgeted \$133,999.95 in the Gas Tax Uses Fund, account 149.79.7900.541.46.00 for contract mowing on frequently traveled county roads. Sufficient funds exist in line item to cover contract/purchase order.

Background:

Starting in FY16, the County began contracting mowing services in the Central District to maintain a higher level of service for citizens in the urban cluster, primarily on curb and gutter roads with high use sidewalks. Bid 17-214 was a continuation of these services. The quality of the workmanship and responsiveness with the contractor began to slip, complaints from citizens increased, and their services were terminated in the fall of 2018, FY19.

Bid 19-214 Annual Right-of-Way Mowing was advertised on January 16, 2019 and January 23, 2019. The deadline for receipt of Bid 19-214 Annual Right-of-Way Mowing was February 6, 2019; four (4) vendors

responded.

PERFORMANCE BOND

Form to be Used When Bonding Only One Year
of a Multi-Year Contract

(Page 1 of 2)

Bond No. 72132609

KNOW ALL MEN BY THESE PRESENTS: That, Green Maintenance and Cleaning, Inc.

(hereinafter called Principal) as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Florida

(hereinafter called Surety), as Surety, are held and firmly bound unto _____

County of Alachua

(hereinafter called the Obligee), as Obligee, in the full and just sum of One Hundred Thirty-Three

Thousand Nine Hundred Ninety-Nine and 95/100 Dollars (\$ \$133,999.95),

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above

mentioned Obligee dated _____ for Bid #19-214 Right of Way

Mowing

for a period of 1 years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract **for a period of only one year.**

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning March 13, 2019 and ending September 30, 2019.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

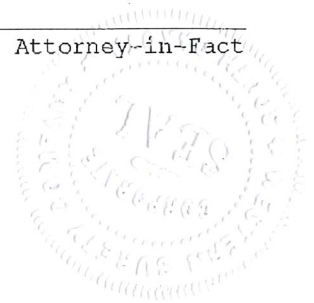
Signed and sealed this 13th day of March, 2019.

Green Maintenance and Cleaning, Inc.
(Principal)

By: 

Western Surety Company
(Surety)

By: 
JOHN M BROWN, Attorney-in-Fact





Western Surety Company

PAYMENT BOND ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 72132609

KNOW ALL MEN BY THESE PRESENTS, That we, Green Maintenance and Cleaning, Inc.

of Lake City, Florida (hereinafter called the Principal), and
Western Surety Company (hereinafter called the Surety),

are held and firmly bound unto County of Alachua
(hereinafter called the Obligee), in the full and just sum of One Hundred Thirty-Three Thousand
Nine Hundred Ninety-Nine and 95/100 Dollars (\$ 133,999.95),
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above
mentioned Obligee dated _____ for Bid #19-214 Right of Way
Mowing

for a period of 1 years which contract is hereby referred to and made a part hereof as fully and
to the same extent as if copied at length herein, and

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning March 13, 2019 and ending 09/30/2019.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within one year of the date upon which the person shall have last performed actual work or delivered materials to the project.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 13th day of March, 2019.

Green Maintenance and Cleaning, Inc.

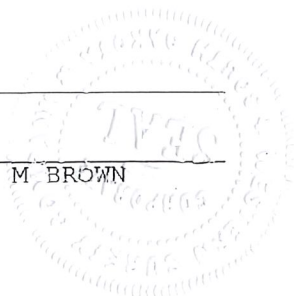
Western Surety Company

By: 

By:  JOHN M. BROWN

Attorney-in-Fact

JOHN M. BROWN



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72132609

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JOHN M BROWN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Green Maintenance and Cleaning, Inc.

Obligee: County of Alachua

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72132609 is not issued on or before midnight of September 30, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 13th day of March, 2019.

WESTERN SURETY COMPANY
CORPORATE SEAL
STATE OF SOUTH DAKOTA
COUNTY OF MINNEAPOLIS
} ss

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 13th day of March, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of March, 2019.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.