

Grants & Contracts - Transmittal Memo

DATE: September 30, 2019

FROM: Procurement, Contracts

TO: Ramon Gavarrete

CONTRACT #: 11215

VENDOR: Green Maintenance and Cleaning, Inc.

DESCRIPTION: First Amendment for Annual Right of Way Mowing.

APPROVED BY: Board of County Commissioners

APPROVAL DATE: September 24, 2019

RECEIVED ON: September 30, 2019

TERM START: October 1, 2019

TERM END: September 30, 2020

AMOUNT:

RFP/BID #: 19-214

GMW: Yes

POR #
(ENCUMBERANCE): N/A

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

**FIRST AMENDMENT TO CONTRACTED SERVICES AGREEMENT #11215
BETWEEN ALACHUA COUNTY AND GREEN MAINTENANCE AND CLEANING INC**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 24th day of September 2019, by and between **Alachua County**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Green Maintenance and Cleaning, Inc.** with a principal business address of **3229 SW Main Blvd., Lake City, FL 32056**, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2019, 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, pursuant to Bid #19-214 the Parties hereto previously entered into the *Agreement for Contractual Services between Alachua County and Green Maintenance And Cleaning Inc.* dated March 12, 2019 (the "Agreement") for the provision of Annual Right-Of-Way Mowing; and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a one year period commencing October 1, 2019 and continuing through September 30, 2020 ("First Renewal Option Term"), to add additional service areas to the Scope of Work, and to adjust the Annual Contract Price to account for the additional scope; and

WHEREAS, the Parties wish to amend the Agreement as 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 to amend the Agreement as follows:

A. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read:

1.1 The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period commencing October 1, 2019 and continuing through and ending September 30, 2020 (the "First Renewal Option Term), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional one (1) year periods at the same terms and conditions outlined herein.

1.2 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.

B. Sub-paragraph 4.2 of the Agreement, is hereby amended and replaced in its entirety to read:

4.2 The Contractor shall be paid a sum that SHALL NOT EXCEED \$150,000.00 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.

C. Paragraph 2, entitled **List of Roadways**, of Exhibit 1, entitled **Scope of Work**, is amended and replaced in its entirety with the following:

2. LIST OF ROADWAYS

List of Roadways	Miles
NW 43 rd St. from NW 53 rd Ave./Millhopper Rd. to Newberry Rd.	3.3
NW 98 th St. from 39 th Ave. to Newberry Road	2.1
NW 83 rd St. from NW 23 rd Ave. to NW 39 th Ave.	1
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 91 st St. from Newberry road to SW 24 th Ave.	2
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 St. Francis School	0.8
SE 15 th St. from Hawthorne Road to sidewalk ends on SE 41 st Ave.	2.6
SW 8 th Ave. from SW 75 th St. to SW 122 nd St.	3

SW 20 th /SW 24 th Ave. from SW 43 rd St. to SW 122 nd St.	5.4
N Main St. from 8th Ave. to NW 39th Ave.	2
SE 35th St. from Hawthorne Road to the end	1.6
SW 8 th Ave. from SW 122 nd St to SW 143 rd St.	1.44
Total	35.14

D. Paragraph 3, entitled **List of Properties**, of Exhibit 1, entitled **Scope of Service**, is amended and replaced in its entirety with the following:

County Owned Properties	Acreage
5606 159th Terrace, Hawthorne, FL 32640	3.16
10404 SW 24 th Ave, Gainesville FL	3
Storm water management facility 1 and 2 at the Corner of SW 8th Ave and SW 143d St	5.3
Total	11.46

E. Exhibit 2, entitled **Mowing Costs**, is hereby amended and replaced in its entirety with the updated Exhibit 2 attached to this First Amendment.

F. This First Amendment shall take effect commencing October 1, 2019.

G. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut IV
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: 09/24/2019

ATTEST:

J.K. Irby
J.K. "Jess" Irby, Esq. Clerk
(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

PROFESSIONAL

ATTEST.
By: Cerra Shires
Print: Cerra Shires
Title: Alachua County Public Works

By: [Signature]
Print: LEWIS WALKER
Title: PRES GREEN MAINTENANCE & CLEANING INC.
Date: 9-10-19

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.

EXHIBIT 2: MOWING COSTS

List of Roadways	Miles	Cost per Mowing Cycle	Annual based on 15 Mowing Cycles per year: March (1) April - October (2 each 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 SE 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
SW 8 th Ave. from SW 122 nd St to SW 143 rd St.	1.44	\$487.00	\$7,305.00
Roadway Total	35.14	\$9,314.16	\$139,712.4
County Owned Properties	Acreage		
5606 159th Terrace, Hawthorne, FL 32640	3.16	\$106.17	\$1,592.55
10404 SW 24 th Ave, Gainesville FL	3	\$195.00	\$2,925.00
management facility 1 and 2 at the Corner of SW 8th Ave and SW 143d St	5.3	\$322.00	\$4,830.00
Acerage Total	11.46	\$623.17	\$9,347.55
Total	Cost per Cycle	\$9,937.33	\$149,059.95
Supplemental Mowing Services when requested by the County	Cost per Acre	\$65.00	

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)

#45

Agenda Item Name:

Amendment to Annual Right-of-Way Mowing Agreement

Presenter:

Ramon D. Gavarrete, P.E.

Description:

Request approval of first amendment to right-of-way mowing contract with Green Maintenance and Cleaning, Inc.

Recommended Action:

Approve first amendment to right-of-way mowing contract with Green Maintenance and Cleaning, Inc.

Prior Board Motions:

March 19, 2019 - BoCC approved agreement with Green Maintenance and Cleaning, Inc for Annual Right-of-Way Mowing

Fiscal Consideration:

Sufficient funds exist for contract in account 149.79.7900.541.46.00 for FY20.

Background:

The County began contracting mowing services in the urban cluster to maintain a higher level of service for citizens; the agreement primarily covers curb and gutter roads or roads with high use sidewalks. The amendment renews the agreement through September 30, 2020 with the option to renew for 2 additional 1 year periods.

Talking Points

- This contract is used primarily in the urban cluster and on curb and gutter roads with high use sidewalks.
- This contract supplements our in-house forces and equipment allowing the County to maintain a higher level of service in mowing the County's rights-of-way.
- Public Works is unable to meet the public's expectation for mowing throughout the county without this agreement.