

**THIRD AMENDMENT TO AGREEMENT NO. 11215 BETWEEN ALACHUA COUNTY
AND GREEN MAINTENANCE & CLEANING INC FOR RIGHT-OF-WAY MOWING -
BID 19-214**

THIS THIRD AMENDMENT TO AGREEMENT NO. 11215, made and entered into on _____, 2021, 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 & Cleaning, Inc, hereinafter referred to as "Contractor", and 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 Parties entered into the First Amendment to the Agreement (the "First Amendment"), dated September 24, 2019, through which the County 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"), 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 entered into the Second Amendment to the Agreement (the “Second Amendment”), dated September 22, 2020, through which the County elected to exercise its second option to renew the Term of the Agreement for a one year period continuing through September 30, 2021 (“Second Renewal Option Term”), add additional service areas and cycles to the Scope of Work, to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article XII (“Wage Ordinance”) and to adjust the Annual Contract Price to account for the additional scope; and

WHEREAS, the County has elected to exercise its third and final renewal option to renew the Term of the Agreement for a 1-year period commencing October 1, 2021 through September 30, 2022, to amend the Alachua County Minimum Wage as mandated by the Alachua County Wage Ordinance and to amend the Agreement to add a clause which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System as set forth herein; and,

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, dated 3/12/2019, as follows:

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

1.1. The County has elected to exercise its third and final option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period commencing upon of this Third Amendment by the Parties and continuing through and ending September 30, 2022 (the “Third and Final Renewal Option Term”), unless earlier terminated as provided 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.

2. **SECTION #5** of the Agreement, *Alachua County Minimum Wage*, is amended in its entirety to read:

5. **Alachua County Minimum Wage.**

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, 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. 22.12-101 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 3**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.3. 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 services aware of the requirements.

5.4. 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.

5.5. 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.

3. **SECTION #31** of the Agreement, *U.S. Department of Homeland Security E-Verify System*, is added to read:

31. U.S. Department of Homeland Security E-Verify System.

31.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

31.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

4. This Third Amendment shall take effect upon expiration of the original Agreement.
5. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the parties, dated 3/12/2019, including any amendments thereto, shall be and remain in full force and effect. In the event any of the previous amendments to the Agreement conflict with this Third Amendment, the provisions of this Third Amendment shall prevail.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Third 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: 

Ken Cornell, Chair

Board of County Commissioners

Date: _____

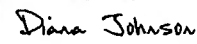
ATTEST



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

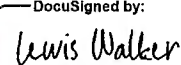
(SEAL)

APPROVED AS TO FORM

DocuSigned by:

9E797AC46776481...

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
By: 
7514DB85750A4A6...

Print: Lewis Walker

Title: President

Date: 6/2/2021

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

Certificate Of Completion

Envelope Id: D7A50873189E4C37AB49FFCDBE4CD4BD

Status: Completed

Subject: Please DocuSign: #11215 Third Amendment to Agreement with Green Maintenance and Cleaning Inc.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

EnvelopeId Stamping: Enabled

IP Address: 104.225.164.7

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

Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

5/27/2021 3:00:34 PM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events

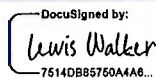
Lewis Walker

greenmaintenanceinc@gmail.com

President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



7514DB85760AA6...

Signature Adoption: Pre-selected Style
Using IP Address: 67.187.34.51**Timestamp**

Sent: 5/27/2021 3:03:34 PM

Resent: 5/27/2021 3:07:51 PM

Resent: 5/27/2021 3:08:00 PM

Viewed: 5/27/2021 3:10:30 PM

Signed: 6/2/2021 11:39:06 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2021 3:10:30 PM

ID: 7e358c67-1003-42fd-bfb7-cd723e546245

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**

Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/2/2021 11:39:08 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/27/2021 3:03:34 PM

Certified Delivered

Security Checked

5/27/2021 3:10:30 PM

Signing Complete

Security Checked

6/2/2021 11:39:06 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/2/2021 11:39:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (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 Alachua County:

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: mguidry@alachuacounty.us

To advise Alachua County 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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County 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 Alachua County during the course of your relationship with Alachua County.

Green Maintenance & 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., a
(insert name of company)

Florida

(insert state of incorporation)

corporation (the "Corporation"), at a duly and properly
held meeting on the 2 day of July, 2020, 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:

<u>NAME</u>	<u>TITLE</u>
<u>LEWIS WALKER</u>	<u>PRES</u>
<u>Heather Walker</u>	<u>Secretary</u>
_____	_____
_____	_____

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 _____ day of _____, 20____, 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 Walker

Heather Walker
(Print Secretary's Name)



Certificate Of Completion

Envelope Id: 6E0458306FBA42B3B41EF611F3084F1B

Status: Completed

Subject: Please DocuSign: #11215 Third Amendment to Agreement with Green Maintenance and Cleaning Inc.pa...

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelope Stamping: Enabled

IP Address: 104.225.164.7

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

Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

6/2/2021 11:56:05 AM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

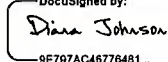
Signer Events**Signature****Timestamp**

Diana Johnson

dmjohnson@alachuacounty.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



9E797AC46776481...

Sent: 6/2/2021 11:59:28 AM

Viewed: 6/2/2021 1:03:18 PM

Signed: 6/2/2021 1:05:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 104.225.179.183

Electronic Record and Signature Disclosure:

Accepted: 6/2/2021 1:03:18 PM

ID: 752945e2-0ce7-4bf3-af36-48d8ac4a2543

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**

Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/2/2021 1:05:14 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/2/2021 11:59:28 AM

Certified Delivered

Security Checked

6/2/2021 1:03:18 PM

Signing Complete

Security Checked

6/2/2021 1:05:11 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/2/2021 1:05:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (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 Alachua County:

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: mguidry@alachuacounty.us

To advise Alachua County 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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County 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 Alachua County during the course of your relationship with Alachua County.