

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

THIS FOURTH AMENDMENT TO AGREEMENT NO. 11215, made and entered into 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, 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 Parties entered into the Third Amendment to the Agreement (the "Third Amendment"), dated June 22, 2021, through which the County renewed the Agreement for a 1-year period commencing October 1, 2021 through September 30, 2022 ("Third and Final Renewal Option Term"), 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 County has elected 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, the parties hereby agree to amend the Agreement, dated 3/12/2019, as

follows:

1. 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 Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) 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.
2. Paragraph 2, entitled **List of Roadways**, of Exhibit 1, entitled **Scope of Work**, is further is hereby amended to add additional services areas to the Scope of Work as the following:

2. LIST OF ROADWAYS

List of Roadways	Miles
NW CR 241 from 140th St. to Peggy Rd.	0.45
NW 140th St. from W SR 235 to NW 167th Pl.	0.66
SE 39th Pl. from SE 27th Street to Dead End	0.2717
SE 27th St. from SR 20 (SE Hawthorne Rd) to SE 24th Pl.	0.94
SE 163rd Ave. from SR 301 to SE 207th St.	0.128
SE 207th St. from Dead End to US HWY 441	0.53
SE 165th Ave. from SE 207th St to US HWY 441	0.147
SE 162nd Ave. from SE 207th St to US HWY 441	0.1176
SW 8th Terr. from Dead End to SW 104th Ave.	0.07
SW 106th Pl. from Dead End to Dead End	0.21
SW 104th Ave. from SW 8th Terr. To S HWY 441	0.145
SW 10th Terr. from Dead End to SW 106th Pl.	0.67
NE 1st St. from NE 9th Ave. to East of HWY 441	0.77
SE CR 234 from NW 2nd Ave. to SE CR 234	0.3
SW 21st St. from SW 44th Ave. to Williston Rd.	0.047

SW 20th Terr. from SW 48th Ave. to SW 44th Ave.	0.226
NW 53rd Ave. from NW 34th St. to NW 43rd St.	3.56
NW 76th Blvd. from Dead End to Newberry Rd.	0.4
SW 143rd St. from SW 8th Ave. to W Newberry Rd.	0.6
SW 44th Ave. from SW 17th Terr. to SW 21st St.	0.36
NW 92nd Ct. from NW 39th Ave. to Dead End	0.6
NW 91st St. from Dead End to North Road	0.39
NW 27th Ave. from NW 55th St. to NW 51st St.	0.26
SW 20th Ave. from SW 34th St. to SW 42nd St.	0.9
NW 36th Pl. from NW 91st St. to NW 92nd Ct.	0.17
NW 23rd Ave. from Dead End to NW 98th St.	0.39
SW 73rd Ave. from SW 77th St. to SW 73rd Ave.	0.126
SE 16th Ave. from Dead End to Williston Rd.	0.069
SW 41st Pl. from SW 63rd Blvd. to SW 75th St. (Tower Rd.)	0.179
NW 51st St. from NW 23rd Ave. to NW 39th Ave.	1
SW 62nd Ave. from SW 43rd Terr. to SW 50th St.	0.35
SW 170th St. from SW 147th Ave. to SW 137th Ave.	0.411
NE Centre St. from Wynnwood Ave. to Pine St.	0.18
NE Hampton St. from Devonia St. to SR 26	0.18
NE Trout St. from Wynnwood Ave. to Pine St.	0.19
NE Quail St. from Devonia St. to SR 26	0.19
NE Lexington Ave. from Pine St. to SR 26	0.15
NE Pine St. from Centre St. to Lexington Ave.	0.12

NE Devonia St. from Hampton St. to Quail St.	0.14
NE Park St. from Centre St. to Quail St.	0.18
NW 182nd Ave. from NW 298th St. to NW SR 45	3.41
NW CR 236. from NW 201st Ln. to US HWY 441	0.24
High Springs Main St. from NW 201st Ln. to US HWY 441	0.49
SE 69th Ave. from SE 221st St. to Hawthorne Middle/High School	0.57
SE CR 2082 from Hawthorne Middle/High School to SE 210th St.	0.162
Total	21.6493

3. Exhibit 2, entitled **Mowing Costs**, is hereby amended and replaced in its entirety with the updated Exhibit 2 attached to this Fourth Amendment.
4. This FOURTH amendment shall take effect upon the date of execution by the parties.
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 Fourth Amendment, the provisions of this Fourth Amendment shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this Fourth 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: _____

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST

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

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
9E797AC46776481...
Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
Lewis Walker
7614DB86750A4A6...
By: _____
Print: Lewis walker
Title: President
Date: 11/15/2021

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.

EXHIBIT 2: MOWING COSTS

List of Roadways	Miles	Cost Per Cycle	Adjusted Annual w/ Minimum Wage Increase based on 19 Cycles
NW 43 rd St. from NW 53 rd Ave./Millhopper Rd. to Newberry Rd.	3.3	\$874.76	\$16,620.44
NW 98 th St. from 39 th Ave. to Newberry Rd.	2.1	\$556.67	\$10,576.73
NW 83 rd St. from NW 23 rd Ave. to NW 39 th Ave.	1	\$265.08	\$5,036.52
NW 23 rd Ave. from NW 43 rd St. to NW 98 th St.	3.4	\$901.27	\$17,124.13
Ft. Clark Blvd. between NW 23 rd Ave. and Newberry Rd.	1.1	\$291.59	\$5,540.21
NW 91 st St. from Newberry Rd. to SW 24 th Ave.	2	\$530.16	\$10,073.04
NW 16 th Blvd. from NW 43 rd St. to NW 34 th Ave.	1.2	\$318.10	\$6,043.90
NW 16 th Ave. from NW 34 th Ave. to N Main St.	2.8	\$742.22	\$14,102.18
NW 16 th Ave. from N Main St. to Waldo Road	1.4	\$371.11	\$7,051.09
NW 39 th Ave. from I-75 west to St. Francis School	0.8	\$212.06	\$4,029.14
SE 15 th St. from Hawthorne Road to sidewalk ends on SE 41 st Ave.	2.6	\$689.21	\$13,094.99
SW 8 th Ave. from SW 75 th St. to SW 122 nd St.	3	\$795.24	\$15,109.56
SW 20 th /SW 24 th Ave. from SW 43 rd St. to SW 122 nd St.	5.4	\$1,325.40	\$25,182.60
N Main St. from 8 th Ave. to NW 39 th Ave.	2	\$530.16	\$10,073.04
SE 35 th St. from Hawthorne Road to the end	1.6	\$424.13	\$8,058.47
SW 8 th Ave. from SW 122 nd St to SW 143 rd St.	1.44	\$487.00	\$9,253.00
NW 43 rd St. from NW 13 th St. to NW 53 rd Ave./Millhopper Rd.	2.9	\$1,548.60	\$29,423.40
SW 75 th St./Tower Rd. from Newberry Rd. to Archer Rd.	4.2	\$1,121.40	\$21,306.60
SE 43 rd St. from East University Ave. to Hawthorne Rd.	1.1	\$293.70	\$5,580.30
NW CR 241 from 140th St. to Peggy Rd.	0.45	\$163.75	\$3,111.25
NW 140th St. from W SR 235 to NW 167th Pl.	0.66	\$237.75	\$4,517.25
SE 39th Pl. from SE 27th Street to Dead End	0.2717	\$79.66	\$1,513.54
SE 27th St. from SR 20 (SE Hawthorne Rd) to SE 24th Pl.	0.94	\$271.39	\$5,156.41
SE 163rd Ave. from SR 301 to SE 207th St.	0.128	\$46.47	\$882.93
SE 207th St. from Dead End to US HWY 441	0.53	\$193.26	\$3,671.94
SE 165th Ave. from SE 207th St to US HWY 441	0.147	\$53.37	\$1,014.03
SE 162nd Ave. from SE 207th St to US HWY 441	0.1176	\$42.70	\$811.30
SW 8th Terr. from Dead End to SW 104th Ave.	0.07	\$25.48	\$484.12

SW 106th Pl. from Dead End to Dead End	0.21	\$76.43	\$1,452.17
SW 104th Ave. from SW 8th Terr. To S HWY 441	0.145	\$52.77	\$1,002.63
SW 10th Terr. from Dead End to SW 106th Pl.	0.67	\$246.82	\$4,689.58
NE 1st St. from NE 9th Ave. to East of HWY 441	0.77	\$27.78	\$527.82
SE CR 234 from NW 2nd Ave. to SE CR 234	0.3	\$107.27	\$2,038.13
SW 21st St. from SW 44th Ave. to Williston Rd.	0.047	\$13.85	\$263.15
SW 20th Terr. from SW 48th Ave. to SW 44th Ave.	0.226	\$66.62	\$1,265.78
NW 53rd Ave. from NW 34th St. to NW 43rd St.	3.56	\$1,126.08	\$21,395.52
NW 76th Blvd. from Dead End to Newberry Rd.	0.4	\$117.90	\$2,240.10
SW 143rd St. from SW 8th Ave. to W Newberry Rd.	0.6	\$176.86	\$3,360.34
SW 44th Ave. from SW 17th Terr. to SW 21st St.	0.36	\$106.11	\$2,016.09
NW 92nd Ct. from NW 39th Ave. to Dead End	0.6	\$176.86	\$3,360.34
NW 91st St. from Dead End to North Road	0.39	\$114.96	\$2,184.24
NW 27th Ave. from NW 55th St. to NW 51st St.	0.26	\$76.64	\$1,456.16
SW 20th Ave. from SW 34th St. to SW 42nd St.	0.9	\$265.28	\$5,040.32
NW 36th Pl. from NW 91st St. to NW 92nd Ct.	0.17	\$50.11	\$952.09
NW 23rd Ave. from Dead End to NW 98th St.	0.39	\$114.96	\$2,184.24
SW 73rd Ave. from SW 77th St. to SW 73rd Ave.	0.126	\$37.14	\$705.66
SE 16th Ave. from Dead End to Williston Rd.	0.069	\$20.34	\$386.46
SW 41st Pl. from SW 63rd Blvd. to SW 75th St. (Tower Rd.)	0.179	\$52.76	\$1,002.44
NW 51st St. from NW 23rd Ave. to NW 39th Ave.	1	\$294.76	\$ 5,600.44
SW 62nd Ave. from SW 43rd Terr. to SW 50th St.	0.35	\$103.17	\$1,960.23
SW 170th St. from SW 147th Ave. to SW 137th Ave.	0.411	\$121.15	\$2,301.85
NE Centre St. from Wynnwood Ave. to Pine St.	0.18	\$65.23	\$1,239.37
NE Hampton St. from Devonia St. to SR 26	0.18	\$65.23	\$1,239.37
NE Trout St. from Wynnwood Ave. to Pine St.	0.19	\$70.59	\$1,341.21
NE Quail St. from Devonia St. to SR 26	0.19	\$70.19	\$1,333.61
NE Lexington Ave. from Pine St. to SR 26	0.15	\$54.36	\$1,032.84
NE Pine St. from Centre St. to Lexington Ave.	0.12	\$43.49	\$826.31
NE Devonia St. from Hampton St. to Quail St.	0.14	\$50.73	\$963.87
NE Park St. from Centre St. to Quail St.	0.18	\$65.23	\$1,239.37
NW 182nd Ave. from NW 298th St. to NW SR 45	3.41	\$1,245.02	\$23,655.38
NW CR 236. from NW 201st Ln. to US HWY 441	0.24	\$87.48	\$1,662.12
High Springs Main St. from NW 201st Ln. to US HWY 441	0.49	\$178.60	\$3,393.40

SE 69th Ave. from SE 221st St. to Hawthorne Middle/High School	0.57	\$207.94	\$3,950.86
SE CR 2082 from Hawthorne Middle/High School to SE 210th St.	0.162	\$58.51	\$1,111.69
Roadway Total	64.9893	19,200.91	\$364,817.29
County Owned Properties	Acreage		
5606 159 th Terrace, Hawthorne, FL 32640	3.16	\$106.17	\$2,017.23
10404 SW 24 th Ave, Gainesville FL	3	\$195.00	\$3,705.00
Management Facility 1 and 2 at the Corner of SW 8 th Ave and SW 143 rd St	5.3	\$322.00	\$6,118.00
Acreage Total	11.46	\$623.17	\$11,840.23
Total	Cost per Cycle	\$19,824.08	\$376,657.52
Supplemental Mowing Services when requested by the County	Cost per Acre	\$65.00	

Certificate Of Completion

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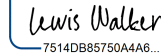
Lewis Walker

greenmaintenanceinc@gmail.com

President

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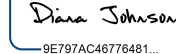
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Diana Johnson

dmjohnson@alachuacounty.us

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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.

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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:

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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.

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- 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.