

**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 _____ day of _____ 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.

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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.

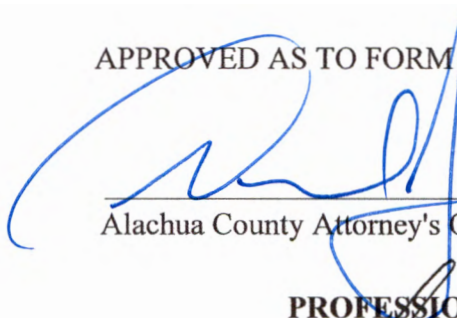
ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

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



Alachua County Attorney's Office

PROFESSIONAL

ATTEST.

By: Cerra Shires

Print: Cerra Shires

Title: Alachua County Public Works

By: 

Print: LEWIS WAKER

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 98 th St. from 39 th 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 91 st St. from Newberry road to SW 24 th Ave.	2	\$530.16	\$7,952.40
NW 16 th Blvd. from NW 43 rd St. to NW 34 th Ave.	1.2	\$318.10	\$4,771.50
NW 16 th Ave. from NW 34 th Ave. to N Main St.	2.8	\$742.22	\$11,133.30
NW 16 th Ave. from N Main St. to Waldo Road	1.4	\$371.11	\$5,566.65
NW 39 th Ave. from I-75 west to St. Francis School	0.8	\$212.06	\$3,180.90
SE 15 th St. from Hawthorne Road to sidewalk ends on SE 41 st Ave.	2.6	\$689.21	\$10,338.15
SW 8 th Ave. from SW 75 th St. to SW 122 nd 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 8 th Ave. to NW 39 th Ave.	2	\$530.16	\$7,952.40
SE 35 th 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 159 th 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 8 th Ave and SW 143 ^d 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	