

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

THIS SECOND AMENDMENT TO AGREEMENT NO. 11215, made and entered into this _____ day of _____ A.D. 20____, 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, a Florida for profit corporation with a principal address of 3229 SW Main Blvd., Lake City, Florida 32025, 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 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 County has 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 III (“Wage Ordinance”) 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 in its entirety to read:

1.1 The County has elected to exercise its second option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period commencing upon of this Second Amendment by the Parties and continuing through and ending September 30, 2021 (the “Second Renewal Option Term), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional one (1) year period 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 Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00) 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. Subparagraph 5.1 of the Agreement, is hereby amended and replaced in its entirety to read:

5.1 The current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").

D. Paragraph 2, entitled **List of Roadways**, of Exhibit 1, entitled **Scope of Work**, as amended by the First Amendment, is further 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 98th St. from 39th 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 91st St. from Newberry road to SW 24th Ave.	2
NW 16th Blvd. from NW 43rd St. to NW 34th Ave.	1.2
NW 16th Ave. from NW 34th Ave. to N Main St.	2.8
NW 16th Ave. from N Main St. to Waldo Road	1.4
NW 39th Ave. from I-75 west to St. Francis School	0.8
SE 15th St. from Hawthorne Road to sidewalk ends on SE 41st Ave.	2.6
SW 8th Ave. from SW 75th St. to SW 122nd 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
NW 43 rd St. from NW 13 th St. to NW 53 rd Ave./Millhopper Rd.	2.9
SW 75 th St./Tower Rd. from Newberry Rd. to Archer Rd.	4.2
SE 43 rd St. from East university Ave. to Hawthorne Rd.	1.1
Total	43.34

E. SECTION #30 of the Agreement, **Electronic Signatures**, is added to read:

Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

G. This Second Amendment shall take effect upon the date of execution by both Parties.

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

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement.


ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST:


APPROVED AS TO FORM

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

DocuSigned by:

70E6E84DBE4E4D3...

Alachua County Attorney's Office

VENDOR

DocuSigned by:

7514DB85750A4A0...
By: _____
Print: Lewis walker
Title: President
Date: 9/8/2020

IF THE VENDOR IS INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD 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
Roadway Total	43.34	\$12,277.86	\$233,279.34
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	\$12,901.03	\$245,119.57
Supplemental Mowing Services when requested by the County	Cost per Acre	\$65.00	

Certificate Of Completion

Envelope Id: DA0E02B3C8A74D6B92E47B713C2DB7F2	Status: Completed
Subject: Please DocuSign: #11215 Second Amendment to Agreement with Green Maintenance and Cleaning Inc f...	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 216.194.144.254

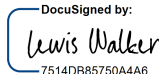
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Lewis Walker
greenmaintenanceinc@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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

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Viewed: 9/8/2020 1:54:39 PM
Signed: 9/8/2020 1:55:08 PM

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Status

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Intermediary Delivery Events

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Envelope Summary Events

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Completed	Security Checked	9/8/2020 1:55:08 PM

Payment Events

Status

Timestamps

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Certificate Pages: 4	Initials: 0
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Signer Events

David Forziano
dforziano@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature

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