CONTRACTUAL SERVICES AGREEMENT NO. 11678 WITH McINTYRE TRUCKING, LLC FOR ANNUAL STREET SWEEPING

This Agreement is entered into on, b	etween
Alachua County, Florida, a political subdivision and Charter County of the State of I	Florida,
by and through its Board of County Commissioners, hereinafter referred to as "Count	y" and
McIntyre Trucking, LLC, a Florida limited liability company with a principal business	address
located at 10910 SW 216th Street, Miami, Florida 33170, hereinafter referred to as "Cont	tractor"
(collectively the County and Contractor are hereinafter referred to as "Parties").	

WITNESSETH

WHEREAS, the County issued Bid No. 20-229 seeking Contractors to furnish Annual Street Sweeping Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid No. 20-229, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid 20-229 and the Contractor desires to provide such services to the County in accordance with the terms and conditions 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 as follows:

1. <u>Term.</u>

- 1.1. This Agreement is effective upon execution by both Parties and continues through September 30, 2021, unless earlier terminated as provided herein (the "Initial Term"). The County has the option of renewing this Agreement for two (2) additional one (1) year periods at the same terms and conditions set forth 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 Supplemental Agreement.

- **2.** <u>Duties of the Contractor</u>. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1"** (the "Work").
- **3.** Representations and Warranties. By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the Work.
 - 3.2. The Contractor warrants that all Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
 - 3.3. The Contractor acknowledges that the County's review, observation, or inspection of the Work performed by Contractor, or the County's payment thereof, in no way diminishes the Contractor's warranty pertaining to the Work.
- **4.** <u>Method of Payment</u>. For Work performed by the Contractor, the Contractor will be paid as follows:

The Contractor shall be paid a sum that SHALL NOT EXCEED One Hundred Twelve Thousand, Six Hundred Three Dollars and Twenty Cents (\$112,603.20)(the "Annual Contract Price"), for the initial term of the Agreement, payable in accordance with the Schedule of Values attached hereto as **Exhibit "2."**

4.1. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Work performed in accordance with this Agreement. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work is rendered pursuant to a fee

and the person(s) rendering such service. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein that all Work performed has served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its laborers, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Works Department 5620 NW 120th LN Gainesville, FL, 32653

4.2. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:

McIntyre Trucking, LLC 10910 SW 216th St. Miami, Florida, 33170

5. Alachua County Minimum Wage.

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article 12, 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. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$14.50 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$16.50 when

health benefits are not provided (collectively, the "Minimum Wage").

5.3. The County may amend the applicable Minimum Wage on or before October 1st of each

year.

5.4. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit**

4, 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.

5.5. 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.

5.6. 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.

5.7. 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.

6. Notice. Except as otherwise provided in this Agreement, all notices to be provided under this

Agreement from either party to the other party must be by one of the following methods: (i) in

writing and sent by certified mail, return receipt requested, (ii) by personal delivery with

receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after

mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur

upon actual receipt by the other party. For purposes of all notices, Contractor's and County's

representatives are:

County:

Alachua County Public Works Department

5620 NW 120th LN Gainesville, FL, 32653

Contractor: McIntyre Trucking, LLC

10910 SW 216th St. Miami, Florida, 33170

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1st Street Gainesville, FL 32601

ATTN: Finance and Accounting

And

Procurement Division 12 SE 1st Street Gainesville, Florida 32601

Attn: Contracts

7. Default and Termination.

7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected

(unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8. PROJECT RECORDS

8.1. General Provisions:

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.6. In accordance with §119.0701, Florida Statutes, the Contractor, when acting on

behalf of the County, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.7. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

8.2. Confidential Information

- 8.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information.

Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 8.3. **Project Completion**: Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.
- 8.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

9. <u>Insurance</u>. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**.

- 10. <u>Permits</u>. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
- 11. <u>Laws & Regulations</u>. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12. **Indemnification**.

- 12.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- 12.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification

obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

- 12.6. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of \$768.28, Florida Statutes.
- 13. <u>Assignment of Interest</u>. Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
- 14. <u>Successors and Assigns</u>. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 15. <u>Independent Contractor</u>. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.
- 16. <u>Collusion</u>. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
- 17. <u>Conflict of Interest</u>. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 18. Third Party Beneficiaries. This Agreement does not create any relationship with, or any

rights in favor of, any third party.

- 19. Severability and Ambiguity. It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
- 20. <u>Non Waiver</u>. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 21. <u>Governing Law and Venue</u>. This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.
- 22. <u>Attachments</u>. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 23. <u>Amendments</u>. The Parties may amend this Agreement only by mutual written agreement of the parties.
- 24. <u>Captions and Section Headings</u>. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 25. <u>Construction</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

- 26. <u>Counterparts</u>. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
- 27. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
- 28. 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.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

	By:
	Board of County Commissioners
	Date:
ATTEST	APPROVED AS TO FORM DocuSigned by:
	David Forgiano
J.K. "Jess" Irby, Esq., Clerk	Alachua County Attorney's Office
(SEAL)	

McINTYRE-TRUCKING, LLC Jonathan Melntyre By:

By: Jonathan McIntyre
Print: President

0/16/2020

9/16/2020 Date: _____

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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services

TECHNICAL SPECIFICATIONS

1.0 SCOPE

- 1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.
- 1.2 The work specified in this section consists of the routine mechanized road and/or bridge street sweeping of curbed Alachua County Roadways at a frequency of once a month annually with an anticipated minimum of Twelve (12) complete cycles or on an as needed basis as directed by the County.
- 1.3 The work shall consist of the removal of inorganic and organic sediment and debris, hereinafter called "debris.", Areas to be swept include but are not limited to; from the travel lanes, bridge decks and curbs, paved shoulders, gore areas, bike lanes, any auxiliary lanes, along curbs and gutters on County Maintained roads as outlined in Exhibit A. Hand labor may be required to perform the specified work in certain areas or during certain times.
- 1.4 The work shall consist of disposing of the debris collected at the Leveda Brown Transfer Station located at 5115 NE 63rd Avenue, Gainesville, FL 32609 and tracking and reporting the tonnage of debris associated with the roadway segments swept.

2.0 SPECIFICATIONS

2.1 Fuel Adjustments

2.1.1 There will not be fuel price adjustments for this contract.

2.2 Maintenance of Traffic

- 2.2.1 The Contractor shall provide maintenance of traffic in accordance with the most recent edition of the FDOT Standard Plans for Road Construction, the most recent edition of the FDOT Standard Specification for Road & Bridge Construction and the most recent edition of the FHWA Manual on Uniform Traffic Control Devices. During sweeping operations traffic shall be maintained in accordance with all federal, state and local rules and regulations.
- 2.2.2 At a minimum, the street sweeper shall have an operating flashing beacon and the shadow vehicle, when needed, shall be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).
 - 2.2.2.1 A shadow vehicle with attenuator is required if the roadway has four or more lanes or the speed limit exceeds 35 mph.
 - 2.2.2.2 A minimum of one Contractor employee shall hold a Florida Department of Transportation intermediate Maintenance of Traffic Certification.

2.3 Equipment

- 2.3.1 The contractor shall supply all materials, equipment, vehicles and personnel needed to provide the service in accordance with these specifications. Furnish equipment of a type and quality to perform the work satisfactorily within the time specified. The sweeping equipment shall be capable of collecting all debris in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.
- 2.3.2 All vehicles shall be kept in good repair, safe operating condition, and subject to a routine maintenance schedule. Further, the Contractor shall have a contingency plan in place to cover any vehicle failures which maintains the service levels described within this scope of services.
 - 2.3.2.1 The Contractor is responsible for all costs of operating the equipment.
 - 2.3.2.2 The Contractor shall display the company name and phone number on equipment.
 - 2.3.2.3 All sweepers used by the Contractor will shall be kept in good repair and safe operating condition.
- 2.3.3 The County reserves the right to inspect the Contractor's equipment prior to accepting bids or awarding a contract.
- 2.3.4 The mechanized road sweeper(s) shall will have a minimum capacity of four cubic yards.
- 2.3.5 The minimum gross weight of the vehicle is 32,000 pounds.
- 2.3.6 If equipment uses water the Contractor must provide a plan for obtaining water to the County for approval.
- 2.3.7 The equipment and operations shall be done in a way that minimizes the emission of fugitive particular matter (dust).
- 2.3.8 The equipment manufacturer's specifications determine the particle size to be removed during the sweeping operation.
- 2.3.9 At no time shall the street sweeping operation continue when the machine's hopper has been filled to capacity.

2.4 Responsibility for Layout of Work

- 2.4.1 Upon Award the CONTRACTOR shall supply the County with a route and projected timeline for completion of each cycle. The Contractor shall a list of equipment and personnel to be utilized to complete each cycle. This timeline should allow for weekends and holidays and project the completion of each cycle within each month as indicated in the section titled "SCOPE OF WORK"
- 2.4.2 The Contractor shall inspect the proposed routes to become familiar with the conditions prior to submitting a Bid. It is in the Contractor's best interest and highly recommended for the Contractor to visit the routes before submitting a Bid.

2.5 Parked Vehicles

2.5.1 Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

2.6 Removal and Disposal of Large Debris

2.6.1 Debris may be encountered that is larger than the mechanized sweeper can remove including but not limited to: tires, tire parts, large stones, boxes, tree limbs, wood, piles of soil, vegetation and other such materials. Remove and collect all debris encountered using other means (hand or mechanized) regardless of size. Dispose of all debris collected in accordance with Section 1.4 above.

2.7 Quality Control and Inspection

- 2.7.1 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that cannot be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.
- 2.7.2 Completed work shall be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer
- 2.7.3 Upon Award the Contractor shall submit a weekly schedule of work to be completed to the County no later than 12:00 p.m. at the beginning of each work week. Work weeks that begin with a County Holiday(s) shall be considered to begin the following day.
- 2.7.4 This submittal shall be accomplished by email and shall list the roadways scheduled for the entire work week.
- 2.7.5 The Contractor shall notify the County in writing on the day of any deviation from the weekly schedule.
- 2.7.6 These requirements are to enable the County to complete inspections before the Contractor moves great distances from the completed work allowing the Contractor to perform faster and more cost effective re-work should the need arise.
- 2.7.7 Sweepers are to operate at the manufacturer's recommended speed for sweeping.
- 2.7.8 Debris shall be thoroughly removed from all portions of the roadway, which may require additional passes with the sweeper.
- 2.7.9 Areas determined unsatisfactory by the County shall be swept again to County specifications within three business days from notification of deficiency at no extra cost to the County.
 - 2.7.9.1 Deficiencies shall be identified based upon photo-documentation and an inspection report.

2.8 Measurement and Basis of Payment

- 2.8.1 The CONTRACTOR shall furnish a complete Bid price for accomplishing the required work, including a list of the equipment and personnel to be utilized, minimum requirements are listed in the sections titled "SCOPE" and "EQUIPMENT", prior to execution of the contract.
- 2.8.2 Payment shall be per Bid Unit price for only work that has been completed inspected and accepted which shall include travel lanes, curbs and gutters. CONTRACTOR may submit a signed invoice for payment at the end of each month, additionally the CONTRACTOR may submit an invoice when directed by the County to complete specific areas agreed upon by both parties.
- 2.8.3 The Contractor shall dispose of the debris collected at the Leveda Brown Transfer Station located at 5115 NE 63rd Avenue, Gainesville, FL 32609. The Contractor shall not be charged for the disposal of debris at the Leveda Brown Transfer station. Disposal of any debris generated outside of this particular agreement is prohibited at the Leveda Brown Transfer Station. The Contractor shall record the tonnage of each load of debris disposed along with the roadway segments where said debris was collected.
- 2.8.4 All invoices shall include the total tonnage of debris hauled to the Leveda Brown Transfer Station. The invoice shall also indicate the tons hauled each day with the associated roadway segments completed for each month.

- 2.8.5 All measurements shall be conducted by centerline miles of the roadway segments outlined in Exhibit A. All payments shall be made by multiplying the centerline miles of the outlined roadway segments completed times the Bid price for each segment. The Contractor shall invoice for centerline miles completed each month.
- 2.8.6 In order to be accepted as complete, sweeping must effectively collect debris from all travel lanes,, turn lanes, approaches, curbs & gutter, turn radii, and median breaks.
- 2.8.7 There shall be a penalty of a 10% reduction in payment from the bid amount for any roadway segments that are completed up to 5 business days outside of the monthly cycle unless there are extenuating circumstances. Liquidated damages will be assessed in the amount of 10% of the bid amount per cycle for segments that the Contractor fails to complete within 5 business days after the monthly cycle. The liquidated damages may be waived if, in the sole opinion of the County, there are extenuating circumstances. Extenuating circumstances shall mean conditions or events beyond the reasonable and foreseeable control of the contractor. Equipment shortages and lack of personnel shall not be accepted as extenuating circumstances.
- 2.8.8 Discrepancies in the actual centerline miles of a roadway segment with the miles outlined in Exhibit A will be resolved upon notice to the County by the Contractor.
- 2.9 The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
- 2.10 Hours of operation will be from sunrise to sunset, EXCEPT Saturdays, Sundays and holidays as identified by the County or as approved by the Department Director.
- 2.11 The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall be responsible to see that the completed work complied fully with these specifications.
- 2.12 The Contractor shall meet with the Department Director or his designee at least once a month for a performance review.

3.0 ADDITIONS TO CONTRACT

3.1 The County reserves the option to add or delete roadways or sites within the scope of the bid, by accepting a mutually-agreed-upon price by obtaining such items via the County's regular Procurement Procedures, as deemed in the best interest of the County.

4.0 <u>LIST OF ROADWAYS</u>

4.1 The County Roadways listed below are individual roadway segments or the aggregate of County Roadways within a subdivision.

BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
1	2	SE 69 AV	0.686	Monthly
2	6	NW 15 PL	0.411	Monthly
3	6	CHELSEA LANE	0.204	Monthly
4	5	QUAIL RIDGE	0.334	Monthly
5	5	NW 27 AV	0.254	Monthly
6	5	HUNTINGTON	3.000	Monthly
7	5	NW 51 ST	0.250	Monthly
8	5	NW 55 ST	0.251	Monthly
9	5	NW 69 TER	0.320	Monthly
10	4	SW 20 AV	0.047	Monthly
11	7	SW 61 ST	0.378	Monthly
12	7	SW 8 AV	0.526	Monthly
13	7	SW 8 AV	0.259	Monthly
14	7	ESTATES OF WILDS PLANTATION	1.514	As needed
15	7	SCHOOL HOUSE RD	1.035	Monthly
16	7	LONGLEAF	4.584	As needed
17	6	Arbor Greens Phase II	0.851	As needed
18	7	CHESTNUT VILLAGE	0.881	As needed
19	7	Oakmont Phase I	3.456	As needed
20	3	LAKE FOREST FARMS	0.489	Monthly
21	5	VILLAGES OF SANTA FE	0.743	Monthly
22	5	NW 51 ST	0.360	Monthly
23	3	CREEK PARK EST	0.738	Monthly
24	3	DEVONSHIRE HILLS	1.310	Monthly
25	3	McRAE MANOR	0.073	Monthly
26	3	MCNEIL/JACKS 2	0.367	Monthly
27	3	GREEN GROVE	1.085	Monthly

BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
28	3	CELEBRATION OAKS	0.289	Monthly
29	3	LANA'S PLACE S/D	0.209	Monthly
30	3	GREENTREE VILLAGE	0.521	Monthly
31	3	KREFTWOOD EST	0.711	Monthly
32	3	SE 35 AV	0.132	Monthly
33	3	SE 35 ST	1.631	Monthly
34	3	SE 38 CT	0.081	Monthly
35	3	SE 39 PL	0.125	Monthly
36	3	PINE ACRES	0.375	Monthly
37	3	SHADY LAWN EST	0.530	Monthly
38	3	SE 47 ST	0.250	Monthly
39	3	LAKE FOREST GLEN	0.359	Monthly
40	3	SE 48 ST	0.252	Monthly
41	3	GREEN ACRES	0.751	Monthly
42	4	SERENOLA ESTS	0.528	Monthly
43	4	CHACHALA PARK / IDYLWILD	0.794	Monthly
44	4	IDYLWILD LN	0.182	Monthly
45	4	OAKS OF KANAPAHA	0.365	Monthly
46	7	WILLOW OAK PLANTATION	2.432	As needed
47	1	MELROSE	2.517	Monthly
48	6	FORT CLARKE BLVD	1.088	Monthly
49	3	JACKS S/D	0.728	Monthly
50	6	BUCKINGHAM	3.897	Monthly
51	6	SOUTH POINT	2.438	As needed
52	6	BROADMOOR	2.904	Monthly
53	6	OAKCREST S/D	2.341	Monthly
54	6	EAGLE POINT	1.757	Monthly
55	6	STRAWBERRY FIELDS	0.578	As needed
56	6	ELLIS PARK	1.620	Monthly
57	6	FT CLK FOREST	1.472	Monthly

Label	Map Page	Description	Miles	Maintenance Cycle
58	6	HAMILTON HEIGHTS / HAMILTON POND	3.013	Monthly
59	6	HILLS OF SANTA FE	1.504	Monthly
60	6	COUNTRYSIDE	2.342	Monthly
61	6	PINE HILL EST	3.077	Monthly
62	6	RIDGEMONT	0.915	Monthly
63	6	WELLINGTON PL	1.865	Monthly
64	6	FLETCHER'S MILL	1.738	Monthly
65	5	PARK AV RES 1	0.781	Monthly
66	6	ARBOR GREENS	1.419	Monthly
67	6	TURNBERRY LAKE	1.991	As needed
68	6	CARAWAY	0.581	As needed
69	6	BELMONT	2.152	As needed
70	5	UNIVERSITY ACRES	1.416	Monthly
71	6	WEATHERLY	0.926	Monthly
72	5	MISTY HOLLOW	0.393	Monthly
73	6	BROOKFIELD	1.351	Monthly
74	5	BLACK OAKS	0.934	Monthly
75	5	WYNDWOOD HILLS	0.946	Monthly
76	7	HICKORY WOODS	2.329	Monthly
77	7	BARRINGTON PL	0.286	Monthly
78	5	RICHMOND	1.584	Monthly
79	5	BUCK RIDGE	0.468	Monthly
80	5	BENWOOD ESTATE	1.460	Monthly
81	5	BUCK RIDGE WEST	0.602	Monthly
82	5	KIMBERLY WOODS	0.911	Monthly
83	5	TIMBERWAY	0.596	Monthly
84	5	NORTHRIDGE	1.061	Monthly
85	5	HEATHERWOOD	0.515	Monthly
86	5	SAVANNAH PLACE	0.198	Monthly
87	5	SUMMIT OAKS	1.131	Monthly

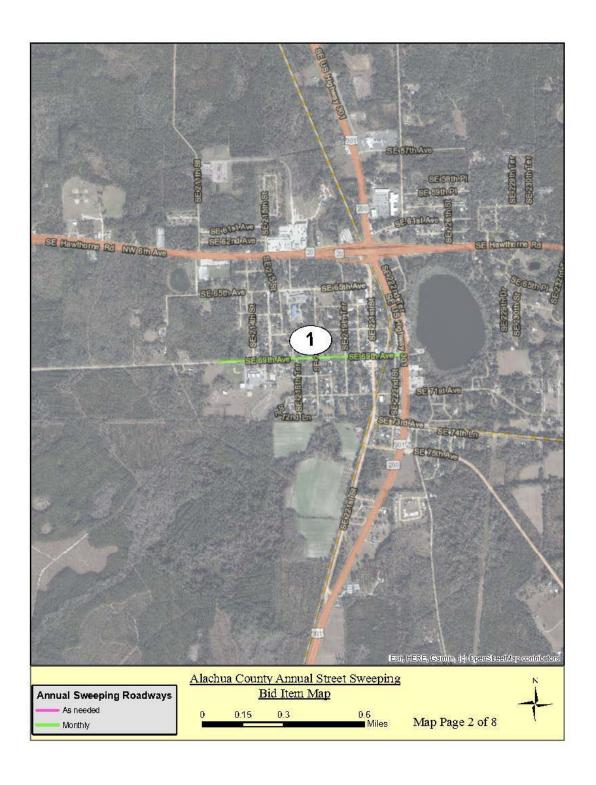
BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
88	5	HYDE PARK	0.314	Monthly
89	6	NW 36 PL	0.174	Monthly
90	5	AUTUMN WOODS	0.332	Monthly
91	5	TIMBERLANE	0.562	Monthly
92	7	TOWERHILL	0.657	Monthly
93	5	ROBINLANE	1.449	Monthly
94	5	SUMMER CREEK	1.619	Monthly
95	5	EMERALD WOODS	2.507	Monthly
96	5	RUSTLEWOOD	0.510	Monthly
97	5	NW 45 ST	0.120	Monthly
98	5	HUNTER'S GLEN	0.386	Monthly
99	5	DEER RUN	3.399	Monthly
100	5	BLUES CREEK	0.899	Monthly
101	5	PARK AVE OFFICE	0.396	Monthly
102	7	NW 75 ST	0.439	Monthly
103	5	NW 83 ST	1.003	Monthly
104	6	NW 92 CT	0.160	Monthly
105	3	EASTWOOD MEADOWS	0.310	Monthly
106	3	SE 13 PL	0.250	Monthly
107	3	SE 35 ST	1.631	Monthly
108	6	JOCKEY CLUB	0.669	Monthly
109	6	FLETCHER'S PARK CLUSTER S/D	0.974	Monthly
110	7	WESTCHESTER MANOR	1.459	Monthly
111	7	WOODLANDS	1.048	Monthly
112	7	COBBLEFIELD	4.381	Monthly
113	7	SUGARFOOT OAKS	1.312	Monthly
114	7	FAIRFIELD	1.191	Monthly
115	7	WINDWARD MEADOWS	0.979	Monthly
116	6	CAMBRIDGE FOREST	2.157	Monthly
117	7	HAILE PLANTATION	26.805	Monthly

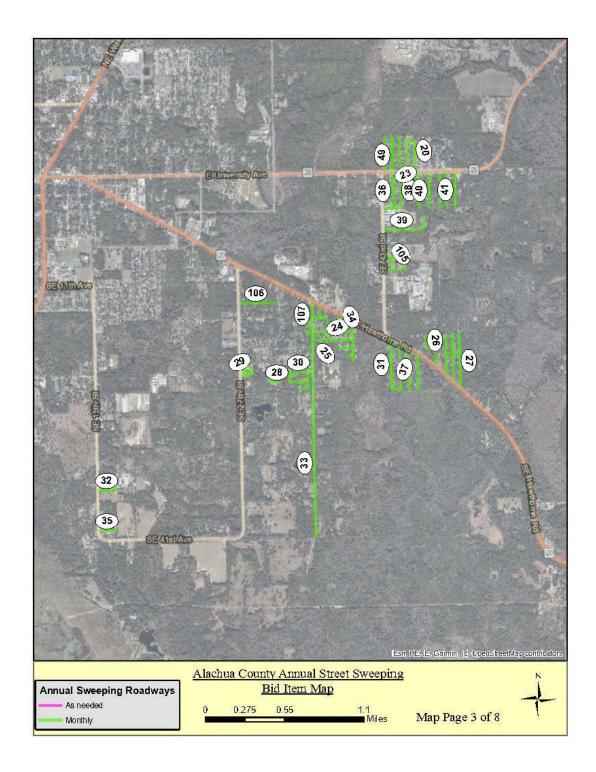
BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
118	7	WILDS PLANTATION	2.358	Monthly
119	6	GRANITE PARK	0.922	Monthly
120	6	CHENEY WALK ESTATES	0.940	As needed
121	7	SW 110 TER	0.251	Monthly
122	7	WESTWOOD	0.932	Monthly
123	7	AVALON	2.475	Monthly
124	7	TOWER OAKS	2.321	Monthly
125	4	IDYLWILD	1.880	Monthly
126	7	RESERVE, THE	0.654	Monthly
127	7	WESTPOINT	0.220	Monthly
128	7	GARISON WAY	1.373	Monthly
129	4	COUNTRY CLUB ESTATES	2.624	Monthly
130	7	CEDAR RIDGE	1.117	Monthly
131	7	GREENLEAF	1.598	Monthly
132	7	TOWER VILLAGE	1.033	Monthly
133	7	SW 46 BLVD	2.152	Monthly
134	7	STILLWIND	1.773	Monthly
135	7	VALWOOD	3.361	Monthly
136	4	SW 56 TER	0.233	Monthly
137	7	ELOISE GARDENS	1.190	As needed
138	7	MENTONE	3.445	Monthly
139	7	SW 73 TER	0.062	Monthly
140	7	SW 75 ST	0.265	Monthly
141	4	SW 62 AV	0.132	Monthly
142	7	Oakmont Phase II and III	9.172	As needed
143	7	LUGANO	0.524	As needed
144	7	Lugano Phase II	0.665	As needed
145	6	SW 8TH AVE	1.009	Monthly
146	6	TOWN OF TIOGA	5.684	As needed
147	6	Town of Tioga - Phase 17	0.523	As needed

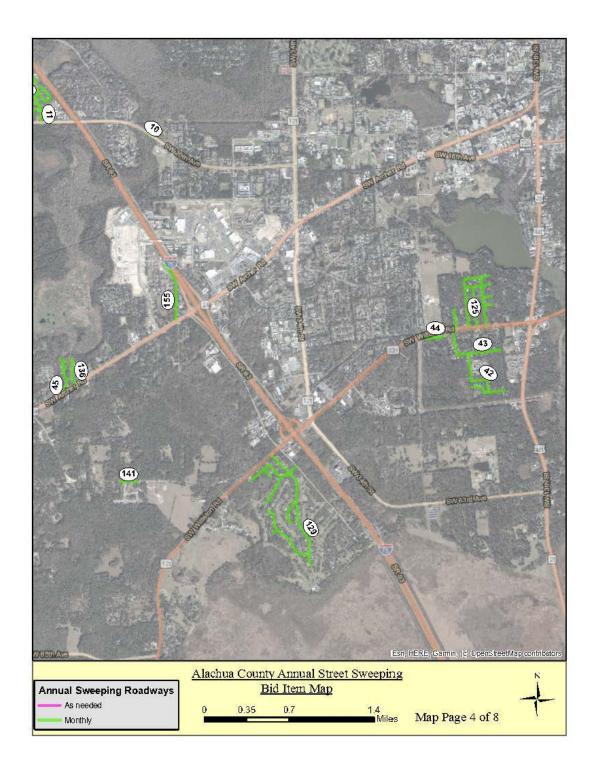
BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
148	6	Town of Tioga - Phase 18	0.354	As needed
149	6	Amariah Park	0.894	As needed
150	6	Gloria's Way	0.545	As needed
151	6	NW 138 TER	0.143	As needed
152	6	NW 140 TER	0.143	As needed
153	6	NW 2 LN	0.359	As needed
154	6	Turnberry Lake Phase III	0.668	As needed
155	4	SW 43 ST	0.511	Monthly
156	7	SW 75 ST	0.565	Monthly
157	8	Millhopper Road	6.68	Monthly
		TOTAL MILES PER CYCLE	214.592	

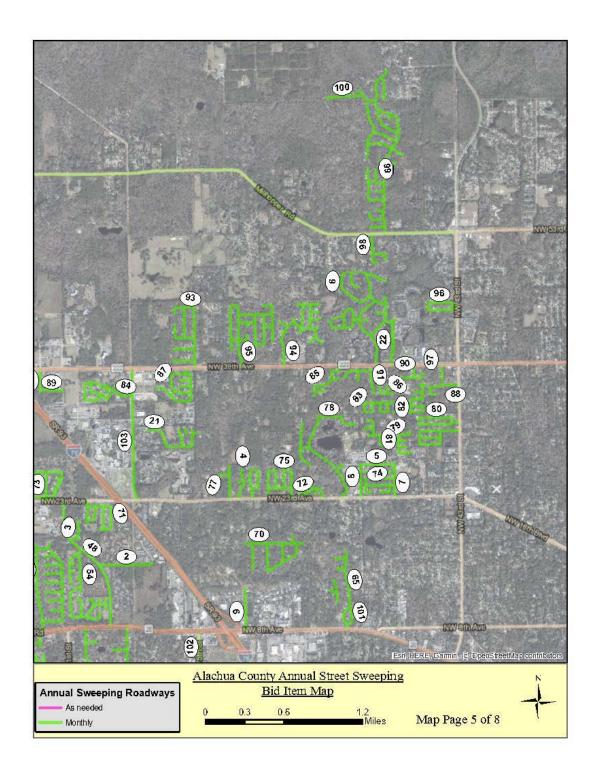
County Roadway Locations:

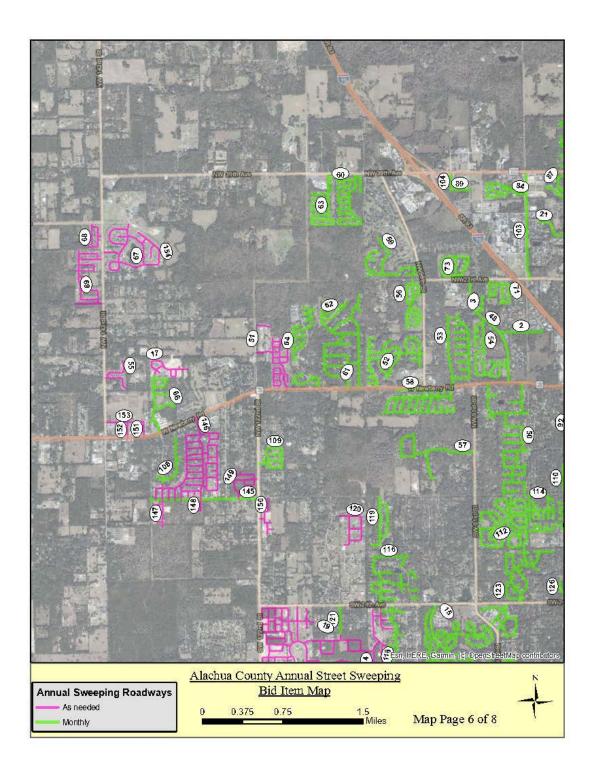


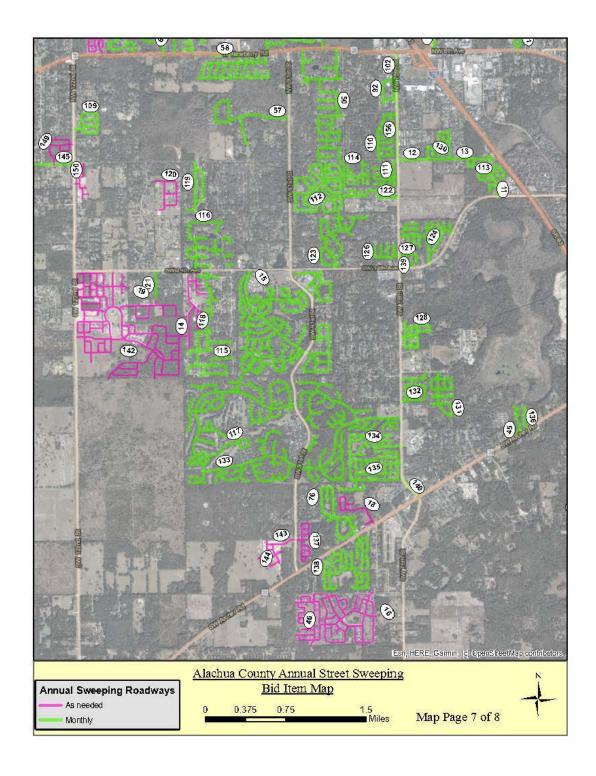












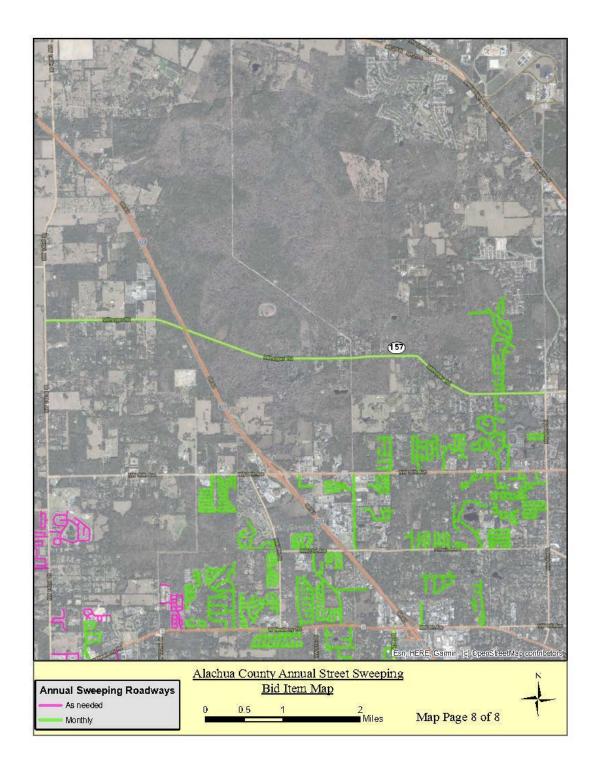


Exhibit 2: Bid Form/ Schedule of Values

BID FORM

BID: 20-229 Annual Street Sweeping Services

BID OPENING DATE:

2:00 pm, Wednesday, March 11, 2020

BID OPENING ADDRESS

Alachua County Procurement, 3rd Floor

County Administration Building

12 SE 1st Street

Gainesville Florida 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
1	SE 69 AV	0.686	Monthly	\$40.00	\$27.44
2	NW 15 PL	0.411	Monthly		\$16.44
3	CHELSEA LANE	0.204	Monthly		\$8.16
4	QUAIL RIDGE	0.334	Monthly		\$13.36
5	NW 27 AV	0.254	Monthly	\$40.00	\$10.16
6	HUNTINGTON	3.000	Monthly		\$120.00
7	NW 51 ST	0.250	Monthly	\$40.00	\$10.00
8	NW 55 ST	0.251	Monthly	\$40.00	\$10.04
9	NW 69 TER	0.320	Monthly	\$40.00	\$12.80
10	SW 20 AV	0.047	Monthly	\$40.00	\$ 1.88
11	SW 61 ST	0.378	Monthly	\$ 40.00	\$15.12
12	SW 8 AV	0.526	Monthly	\$40.00	\$ 8-1.04
13	SW 8 AV	0.259	Monthly	\$40.00	\$10.36
14	ESTATES OF WILDS PLANTATION	1.514	As needed	\$40.00	\$ 60.56
15	SCHOOL HOUSE RD	1.035	Monthly	\$40.00	\$ 41.40
16	LONGLEAF	4.584	As needed	\$40.00	\$183.36
17	Arbor Greens Phase II	0.851	As needed	640.00	\$34.04
18	CHESTNUT VILLAGE	0.881	As needed	\$40.00	\$ 35.24
19	Oakmont Phase I	3.456	As needed	\$ 40.00	\$138.24
20	LAKE FOREST FARMS	0.489	Monthly	\$ 40.00	\$ 19.56
21	VILLAGES OF SANTA FE	0.743	Monthly	\$40.00	\$ 29.72
22	NW 51 ST	0.360	Monthly	\$40.00	\$14.40
23	CREEK PARK EST	0.738	Monthly	\$40.00	\$ 29.52
24	DEVONSHIRE HILLS	1.310	Monthly	\$40.00	\$52.40
25	McRAE MANOR	0.073	Monthly	\$40.00	\$2.92

BID ITEM/			Maintenance	Unit Price	Amount
Map Label	Description	Miles	Cycle	(\$/mile)	Bid
26	MCNEIL/JACKS 2	0.367	Monthly	\$40.00	\$14.68
27	GREEN GROVE	1.085	Monthly		\$ 43.40
28	CELEBRATION OAKS	0.289	Monthly	\$ 40.00	\$11.56
29	LANA'S PLACE S/D	0.209	Monthly	\$40.00	\$8.36
30	GREENTREE VILLAGE	0.521	Monthly		\$ 20.84
31	KREFTWOOD EST	0.711	Monthly	\$40.00	
32	SE 35 AV	0.132	Monthly	\$40.00	
33	SE 35 ST	1.631	Monthly		\$ 65.24
34	SE 38 CT	0.081	Monthly	\$40.00	
35	SE 39 PL	0.125	Monthly	\$40.00	
36	PINE ACRES	0.375	Monthly	\$ 40.00	
37	SHADY LAWN EST	0.530	Monthly	\$40.00	
38	SE 47 ST	0.250	Monthly	\$40.00	
39	LAKE FOREST GLEN	0.359	Monthly	440.00	
40	SE 48 ST	0.252	Monthly	\$40.00	
41	GREEN ACRES	0.751	Monthly	\$ 40.00	
42	SERENOLA ESTS	0.528	Monthly	\$40.00	
43	CHACHALA PARK / IDYLWILD	0.794	Monthly		\$31.76
44	IDYLWILD LN	0.182	Monthly	\$40.00	
45 46	OAKS OF KANAPAHA	0.365	Monthly	\$40.00	
46	WILLOW OAK PLANTATION MELROSE	2.432	As needed Monthly	\$40.00	\$ 100.68
48	FORT CLARKE BLVD	1.088	Monthly	\$40.00	
49	JACKS S/D	0.728	Monthly		\$99.12
50	BUCKINGHAM	3.897	Monthly		\$155.88
51	SOUTH POINT	2.438	As needed		\$97.52
52	BROADMOOR	2.904	Monthly	\$40.00	5116.16
53	OAKCREST S/D	2.341	Monthly	\$40.00	
54	EAGLE POINT	1.757	Monthly	\$40.00	\$70 28
55	STRAWBERRY FIELDS	0.578	As needed	\$40.00	\$13.13
56	ELLIS PARK	1.620	Monthly	\$40.00	\$64.80
57	FT CLK FOREST	1.472	Monthly	\$40.00	\$58.88
58	HAMILTON HEIGHTS / HAMILTON POND	3.013	Monthly	T	\$120.53
59	HILLS OF SANTA FE	1.504	Monthly	\$40.00	\$ 60.16
60	COUNTRYSIDE	2.342	Monthly	\$40.00	
61	PINE HILL EST	3.077	Monthly	\$40.00	
62	RIDGEMONT	0.915	Monthly	\$40.00	
63	WELLINGTON PL	1.865	Monthly	\$40.00	
64	FLETCHER'S MILL	1.738	Monthly	540.00	\$ 69.52
65	PARK AV RES 1	0.781	Monthly	\$40.00	
66	ARBOR GREENS	1.419	Monthly		\$56.76
67	TURNBERRY LAKE	1.991	As needed	\$40.00	\$79.64

BID ITEM/	Danasia tian	Miles	Maintenance	Unit Price	Amount
Map Label	Description	Miles	Cycle	(\$/mile)	Bid
68	CARAWAY	0.581	As needed	\$40.00	\$23.24
69	BELMONT	2.152	As needed		\$86.08
70	UNIVERSITY ACRES	1.416	Monthly	\$40.00	\$56.64
71	WEATHERLY	0.926	Monthly		\$ 31.04
72	MISTY HOLLOW	0.393	Monthly	\$40.00	\$15.72
73	BROOKFIELD	1.351	Monthly		\$54.04
74	BLACK OAKS	0.934	Monthly		\$31.36
75	WYNDWOOD HILLS	0.946	Monthly		\$37.84
76	HICKORY WOODS	2.329	Monthly		\$93.16
77	BARRINGTON PL	0.286	Monthly		\$11.94
78	RICHMOND	1.584	Monthly	\$40.00	\$ 63.36
79	BUCK RIDGE	0.468	Monthly		\$18.72
80	BENWOOD ESTATE	1.460	Monthly		\$ 58.40
81	BUCK RIDGE WEST	0.602	Monthly		\$ 24.08
82	KIMBERLY WOODS	0.911	Monthly		\$36.44
83	TIMBERWAY	0.596	Monthly		\$23.84
84	NORTHRIDGE	1.061	Monthly	\$40.00	1542.44
85	HEATHERWOOD	0.515	Monthly	\$40.00	Kap.60
86	SAVANNAH PLACE	0.198	Monthly		₹7.99
87	SUMMIT OAKS	1.131	Monthly		\$45.24
88	HYDE PARK	0.314	Monthly		\$12.56
89	NW 36 PL	0.174	Monthly		\$6.96
90	AUTUMN WOODS	0.332	Monthly		\$ 13.28
91	TIMBERLANE	0.562	Monthly		\$ 33.48
92	TOWERHILL	0.657	Monthly		\$26.28
93	ROBINLANE	1.449	Monthly	1540.00	\$51.96
94	SUMMER CREEK	1.619	Monthly	\$40.00	
95	EMERALD WOODS	2.507	Monthly	540.00	\$100.28
96	RUSTLEWOOD	0.510	Monthly	\$ 40.00	\$ 20.40
97	NW 45 ST	0.120	Monthly	\$40.00	\$4.80
98	HUNTER'S GLEN	0.386	Monthly		\$ 15.44
99	DEER RUN	3.399	Monthly	\$40,00	\$ 135.96
100	BLUES CREEK	0.899	Monthly	\$40.00	\$35.96
101	PARK AVE OFFICE	0.396	Monthly	\$40.00	\$15.84
102	NW 75 ST	0.439	Monthly	\$40.00	\$17.56
103	NW 83 ST	1.003	Monthly		\$40.12
104	NW 92 CT	0.160	Monthly	\$40.00	\$ 6.40
105	EASTWOOD MEADOWS	0.310	Monthly	\$ 40.00	512.40
106	SE 13 PL	0.250	Monthly	\$ 40.00	
107	SE 35 ST	1.631	Monthly		\$ 65.24
108	JOCKEY CLUB	0.669	Monthly	\$40.00	516.76
109	FLETCHER'S PARK CLUSTER S/D	0.974	Monthly	\$40.00	\$38.96

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
110	WESTCHESTER MANOR	1.459	Monthly	\$40.00	\$ 58.36
111	WOODLANDS	1.048	Monthly	\$40.00	541.92
112	COBBLEFIELD	4.381	Monthly		\$175.24
113	SUGARFOOT OAKS	1.312	Monthly		\$52.48
114	FAIRFIELD	1.191	Monthly	\$40.00	\$47.64
115	WINDWARD MEADOWS	0.979	Monthly		\$39.16
116	CAMBRIDGE FOREST	2.157	Monthly	\$40.00	\$86.28
117	HAILE PLANTATION	26.805	Monthly	\$40.00	\$1,072.20
118	WILDS PLANTATION	2.358	Monthly	\$40.00	\$94.32
119	GRANITE PARK	0.922	Monthly	\$40.00	\$36.88
120	CHENEY WALK ESTATES	0.940	As needed	\$ 40.00	\$37.60
121	SW 110 TER	0.251	Monthly	\$40.00	\$10.04
122	WESTWOOD	0.932	Monthly	K40.00	\$31.28
123	AVALON	2.475	Monthly	\$40.00	\$99.00
124	TOWER OAKS	2.321	Monthly	\$ 40.00	\$92.84
125	IDYLWILD	1.880	Monthly	\$40.00	\$ 15.20
126	RESERVE, THE	0.654	Monthly	\$40.00	\$ 26.16
127	WESTPOINT	0.220	Monthly	\$40.00	\$ 8.80
128	GARISON WAY	1.373	Monthly	\$40.00	\$ 54.92
129	COUNTRY CLUB ESTATES	2.624	Monthly	\$40.00	\$104.96
130	CEDAR RIDGE	1.117	Monthly		\$ 44.68
131	GREENLEAF	1.598	Monthly	\$40.00	\$63.92
132	TOWER VILLAGE	1.033	Monthly	\$ 40.00	
133	SW 46 BLVD	2.152	Monthly	\$40.00	\$ 86.08
134	STILLWIND	1.773	Monthly	\$40.00	\$ 70.92
135	VALWOOD	3.361	Monthly	\$40.00	\$134.44
136	SW 56 TER	0.233	Monthly	\$40.00	\$9.32
137	ELOISE GARDENS	1.190	As needed	\$40.00	\$ 47.60
138	MENTONE	3.445	Monthly	\$40.00	\$137.80
139	SW 73 TER	0.062	Monthly	\$40.00	\$ 2.48
140	SW 75 ST	0.265	Monthly	\$40.00	\$ 10.60
141	SW 62 AV	0.132	Monthly	\$40.00	\$ 5.28
142	Oakmont Phase II and III	9.172	As needed	\$40.00	\$366.88
143	LUGANO	0.524	As needed	\$40.00	\$20.96
144	Lugano Phase II	0.665	As needed	\$40.00	\$26.60
145	SW 8TH AVE	1.009	Monthly	\$40.00	\$ 4D.36
146	TOWN OF TIOGA	5.684	As needed		\$ 127.36
147	Town of Tioga - Phase 17	0.523	As needed	\$ 40.00	₹80.92
148	Town of Tioga - Phase 18	0.354	As needed	\$40.00	\$14.16
149	Amariah Park	0.894	As needed	\$40.00	\$ 35.76
150	Gloria's Way	0.545	As needed	\$40.00	\$21.80
151	NW 138 TER	0.143	As needed	\$40.00	\$ 5.72

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
152	NW 140 TER	0.143	As needed	\$40.00	\$5.72
153	NW 2 LN	0.359	As needed		\$14.36
154	Turnberry Lake Phase III	0.668	As needed	\$40.00	\$26.72
155	SW 43 ST	0.511	Monthly	\$40.00	
156	SW 75 ST	0.565	Monthly	\$40.00	\$22.60
157	Millhoper Road	6.68	Monthly	\$40.00	\$267.20
Α	Additional 2 Lane Roadway	10	As needed		\$400.00
В	Additional 4 Lane Roadway	10	As needed	\$ 40.00	\$ 400.00
	TOTAL MILES PER CYCLE	234.592	TOTAL AMOUNT PER CYCLE (\$):	\$9,38	

Acknowledge Re	ceipt of Addendur	n(s) (if appli	cable circle):								
#1 Yes No	#2	Yes No	#3	Yes	No	#4	Yes	No			
Bidder: Jonat	han McIn	type		Company:	Mc In	type: True	cking,	LLC			
Address: _10911		•					۵,				
Authorized Signature: Anathur McLutyo Title: MGR Clearly Print Name: Jonathan McTutynl											
Clearly Print Nan	ne: Jonath	an MS	Interne								
Phone: <u>186-28</u>			<i>,</i> .		Date: 3-9	1-20					
Email Address: _	Jon 155 MQ	Yahoo.	om				-				

Exhibit 3: Insurance Requirements

INSURANCE REQUIRED

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

<u>OTHER INSURANCE PROVISIONS</u> The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2020 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: JESSICA A ARCE PRODUCER PHONE (A/C, No, Ext): E-MAIL ADDRESS; FAX (A/C, No): (305)251-3098 (305)235-9982 All About Insurance, Inc. 17891@allabout.comcastbiz.net 17891 S. Dixie Hwy #105 INSURER(S) AFFORDING COVERAGE Miami, FL 33157 NAIC # **COLONY INSURANCE COMPANY** 39993 Phone (305)251-3098 Fax (305)235-9982 INSURER A : 10193 PROGRESSIVE EXPRESS INSURED INSURER B: MCINTYRE TRUCKING LLC INSURER C: INSURER D 10910 SW 216TH ST INSURER E MIAMI, FL 33170 INSURER F **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDLSUBR INSR WVD POLICY EFF POLICY EXP INSR LTR TYPE OF INSURANCE **POLICY NUMBER** 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED ✓ COMMERCIAL GENERAL LIABILITY 100,000 CLAIMS-MADE OCCUR PREMISES (Ea occurrence) s 5,000 ✓ 0 DED BI/PD PER CLAIMANT MED EXP (Any one person) BINDER# RFAQY-A 09/18/2020 09/18/2021 Y Α \$ 1,000,000 PERSONAL & ADV INJURY 2,000,000 **GEN'L AGGREGATE LIMIT APPLIES PER:** GENERAL AGGREGATE \$ 1,000,000 POLICY PRO-Loc PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY \$ **BODILY INJURY (Per person)** ANY AUTO SCHEDULED AUTOS OWNED BODILY INJURY (Per accident) 09/18/2020 | 09/18/2021 В Υ 02649898-0 AUTOS ONLY NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY AUTOS ONLY \$ 500 COMP/COLL DED **UMBRELLA LIAB EACH OCCURRENCE** \$ OCCUR **EXCESS LIAB** AGGREGATE \$ CLAIMS-MADE DED RETENTIONS ☐ eth-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
If yes, describe unde E.L. DISEASE - POLICY LIMIT **DÉSCRIPTION OF OPERATIONS below** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) STREET SWEEPER/CLEANING 2007 JOHNSTON SWEEPER 4000 VIN# 1J9VM4LD77C172166 **CANCELLATION CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ADDITIONAL INSURED: ACCORDANCE WITH THE POLICY PROVISIONS. ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS **COUNTY ADMINISTRATION BUILDING** AUTHORIZED REPRESENTATIVE 12 SE 1ST STEET

JESSICA ARCE

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GAINSVILLE, FL 32601



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
ALACHUA COUNTY PROCUREMENT 3RD FLOOR COUNTY ADMINISTRATION BUILDING 12 SE 1ST ST GAINESVILLE, FL 32601	FLORIDA

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U156-0310

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Retail Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WARRANTY OF SUBCONTRACTOR LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Premium Audit, subparagraph c., and SECTION IV PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS, 5. Premium Audit, subparagraph c. are deleted and replaced with the following:
 - c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. In addition:
 - (1) You shall provide us upon our request copies of Certificates of Insurance that you shall require and have obtained from your subcontractors before any work is performed on your behalf. You shall maintain copies of these Certificates during and for up to 3 years after the term of such work.
 - (2) The Certificate must evidence coverage and Limits of Insurance, in force for the term of the work performed for you, that are equal to or greater than the coverage and Limits of Insurance provided by this policy.
 - (3) We will have the right to adjust the annual premium charged you and use the "total cost" of all work you subcontract as the basis for the additional premium for any subcontractor:
 - (a) whose Certificate of Insurance shows Limits of Insurance or coverage less than that required by us; or
 - (b) for whom you do not have a Certificate.

This premium charge will be made at audit and will be in addition to the minimum policy premium. Any premium charged shall be paid to us by the first Named Insured within 30 days of the date of invoice.

B. The **DEFINITIONS** Section is amended and the following added:

"Total cost" means the combined cost of:

- a. all labor; plus
- **b.** materials and equipment furnished, used or delivered for use in the execution of the work performed; and
- c. overhead and profit including fees and commissions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

DocuSign Envelope ID: 75649F04-35BA-4B3E-B470-2648D16E82EB

Alachua County Board of County of Commissioners County Administration Building 12 SE 1st Street Gainesville, FL 32601



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

lf	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjec is certificate does not confer rights	t to th	he ter	ms and conditions of th	e polic	y, certain po	olicies may i			
PRODUCER biBERK P.O. Box 113247			CONTACT NAME: PHONE 844-472-0967 FAX (A/C, No): (A/C, No): ADDRESS: SalesSupport@biBERK.com							
Sta	imford, CT 06911				ADDRE	55:		DING COVERAGE		NAIC#
					INSURE	Wellfleet N	lew York Insura			20931
INSU	RED ntyre Trucking, LLC.				INSURE	RB:				
MICI	ntyle flucking, LLC.				INSURE	RC:				
	910 SW 216 St				INSURER D:					
Mia	mi, FL 33170				INSURER E :					
					INSURER F:					
TI IN CI EX	VERAGES CEI HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	OF I EQUIF PERT POLI	INSUR REMEN AIN, T CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDS	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY I	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	TO V	VHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	0
	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$	0
								MED EXP (Any one person)	\$	0
								PERSONAL & ADV INJURY	\$	0
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC								\$ \$ \$	0
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							` ' '	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	=						AGGREGATE	\$	
	DED RETENTION \$	-						HOOKEOME	\$	
	WORKERS COMPENSATION							X PER OTH-	•	
Α	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE N			N9WC192087	,	10/01/2020	10/01/2021		_{\$} 100,	000
^	(Mandatory in NH)	N/A		N5WC192007		10/01/2020	10/01/2021	E.L. DISEASE - EA EMPLOYEE	\$100,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	_{\$} 500,	000
	Professional Liability (Errors & Omissions): Claims-Made							Per Occurrence/ Aggregate		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
	OTIFICATE US. DED									
CE	RTIFICATE HOLDER			1	CANO	ELLATION				
Alachua County Board of County of Commissioners County Administration Building			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
12 SE 1st Street Gainesville, FL 32601			AUTHORIZED REPRESENTATIVE RAKELL GYPA							

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

McIntyre Trucking, LLC 10910 SW 216th St. Miami, Florida 33170 (786) 229-9985

Project Description: Annual Street Sweeping Services; Bid 20-229; Annual Street Sweeping Services throughout Alachua County.

McINTYRE TRUCKING, LLC

By:	— Docusigned by: Jonathan McIntyre —FF16C8D5FA7D42D
Print:	Jonathan McIntyre
Title:	President
Date:	9/16/2020

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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Mcintyre Trucking LLC

(Insert Name of Corporation)

CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS

The Board of Directors ("Directors") of Mcintyre Trucking LLC , a (insert name of company)

Florida corporation (the "Corporation"), at a duly and properly

(insert state of incorporation)

held meeting on the ^{1st} day of ^{April} , 20 ²⁰

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>	
Jonathan Mcintyre	President	

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 1st day of April , 20^{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 Docusigned by: Jonathan McIntyre By: FF16C8D6FA7B42B
	Jonathan Mcintyre
	(Print Secretary's Name)



Certificate Of Completion

Envelope Id: F6537FF7FCBB43A9BEC2323E1DDCE673

Subject: Please DocuSign: Corporate Signature Authority Resolution Form.pdf

Source Envelope:

Document Pages: 2 Signatures: 1 Envelope Originator: Initials: 1 Certificate Pages: 4 Michelle Guidry

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

mguidry@alachuacounty.us

IP Address: 216.194.144.254

Record Tracking

Status: Original

11/10/2020 9:44:08 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Michelle Guidry

mguidry@alachuacounty.us

Pool: StateLocal

Pool: Alachua County

Location: DocuSign

Location: DocuSign

Signer Events

Jonathan McIntyre

Jon155m@yahoo.com

President

Security Level: Email, Account Authentication

(None)

Signature

Jonathan Melntyre FF16C8D5FA7D42D..

Signature Adoption: Pre-selected Style

Using IP Address: 174.244.20.146

Signed using mobile

Timestamp

Sent: 11/10/2020 9:46:09 AM Viewed: 11/10/2020 9:59:00 AM Signed: 11/10/2020 10:03:17 AM

Electronic Record and Signature Disclosure:

Accepted: 11/10/2020 9:59:00 AM

ID: 75e77d19-f4ea-455b-aa4c-60668d208f02

Electronic Record and Signature Disclosure

Payment Events	Status	Timestamps
Completed	Security Checked	11/10/2020 10:03:17 AM
Signing Complete	Security Checked	11/10/2020 10:03:17 AM
Certified Delivered	Security Checked	11/10/2020 9:59:00 AM
Envelope Sent	Hashed/Encrypted	11/10/2020 9:46:09 AM
Envelope Summary Events	Status	Timestamps
Notary Events	Signature	Timestamp
Witness Events	Signature	Timestamp
Carbon Copy Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Editor Delivery Events	Status	Timestamp
In Person Signer Events	Signature	Timestamp

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.



Certificate Of Completion

Envelope Id: 75649F0435BA4B3EB4702648D16E82EB

Subject: Please DocuSign: Agreement No. 11678 - McIntyre Trucking, LLC - Annual Street Sweeping Services...

Source Envelope:

Signatures: 1 Document Pages: 51 Envelope Originator: Certificate Pages: 5 Initials: 0 Michelle Guidry

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

mguidry@alachuacounty.us

IP Address: 216.194.144.254

Record Tracking

Status: Original

11/10/2020 10:17:42 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Michelle Guidry

mguidry@alachuacounty.us

Pool: StateLocal

Pool: Alachua County

Location: DocuSign

Location: DocuSign

Signer Events

David Forziano

dforziano@alachuacounty.us

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: David Forziano

70E5E81DBE1E4D3..

Signature Adoption: Pre-selected Style Using IP Address: 216.194.144.254

Timestamp

Sent: 11/10/2020 10:22:39 AM Resent: 11/24/2020 9:10:03 AM Resent: 11/25/2020 8:38:59 AM

Viewed: 12/1/2020 1:06:46 PM Signed: 12/1/2020 1:16:32 PM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM

In Person Signer Events

ID: 64124040-3dd9-4e93-9b56-757b83b044a0

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

COPIED

COPIED

Jaye Athy

jathy@alachuacounty.us

Procurement Specialist

Alachua County Board of County Commissioners Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Thomas (Jon) Rouse trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Timestamp

Sent: 12/1/2020 1:16:46 PM Viewed: 12/1/2020 1:31:26 PM

Sent: 12/1/2020 1:16:46 PM

Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	11/10/2020 10:22:39 AM			
Certified Delivered	Security Checked	12/1/2020 1:06:46 PM			
Signing Complete	Security Checked	12/1/2020 1:16:32 PM			
Completed	Security Checked	12/1/2020 1:16:46 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.

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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.

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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.

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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.

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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.

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- 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.