

**AGREEMENT BETWEEN ALACHUA COUNTY & USA SERVICES OF FLORIDA,
LLC FOR ANNUAL STREET SWEEPING SERVICES, NO. 14027**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and USA Services of Florida, a Florida Limited Liability Company which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued Invitation to Bid (ITB) #24-229, seeking qualified firms or individuals to provide Annual Street Sweeping Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope of Services/Work**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Street Sweeping Services, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties (“effective date”) and continues until September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two-year term(s) at the same terms and conditions outlined herein. The Contractor may choose not to renew this Agreement provided that the Contractor provides the County with written notice ninety (90) days prior to October 1st for each term renewal.
4. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. The Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results

in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. The Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed **\$110,860.50 annually** ("NTE amount"). Payment will be in accordance with the Rate Schedule attached as **Exhibit "2"** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. 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 subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Public Works
5620 NW 120th LN
Gainesville, FL 32653

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- E. 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. Continuation of this Agreement beyond the term or the end of any County 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.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Liquidated Damages**. It is agreed by both Parties that there shall be a penalty of a 5% reduction in payment from the bid amount for any roadway segments that are completed up to 5 business days outside of the bi-monthly cycle unless there are extenuating circumstances. Liquidated damages will be assessed in the amount of 5% of the bid amount per cycle for segments that the Contractor fails to complete within 5 business days after the bi-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.

8. **Insurance**. Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

9. **County Property**. Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Precaution shall be exercised at all times for the protection of employees, other persons and property. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

10. **Deliverables**. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended.

Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

11. **Bonds:**

- A. At least ten (10) days PRIOR to furnishing any Services for the County under this Agreement, the Contractor shall provide the County with a Performance Bond, in the amount of one hundred percent (100%) of the NTE Amount, in the form attached hereto as **Exhibit "4"**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Services the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Services shall be furnished in a manner and form satisfactory to the County.
- B. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance Bond in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance Bond to the County. Contractor shall deliver a certified copy of the recorded Performance Bond to the County as evidence of recording said Bond, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to the Contractor.

12. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

13. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "5"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the

necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within 7 days of the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing 30 days written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon no less than 24 hours written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery

against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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 Services not performed.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

USA Services of Florida
4141 Rockside Road Suite 100
Seven Hills, OH 44131
(407) 339-1800

To County:

Public Works
5620 NW 120th LN
Gainesville, FL 32653
oogedengbe@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. 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 the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or

protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some 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 Florida's public record laws. 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 Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, 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 attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this

Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, 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.

P. Counterparts. 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 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.

Q. Severability and Ambiguity. It is understood and agreed by the Parties 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(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. 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. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, 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.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

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

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
By:  _____
C603ADC0B82A41B...
Erin Quinn

Print: _____

Title: Secretary _____

Date: 11/20/2023 _____

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

Exhibit 1: Scope of Services/Work

1. Scope of Work, General

The Contractor shall Collect debris from county roadways to maintain the associated drainage systems and prevent pollutants from entering local waterways.

The provisions of this Scope of Services 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 this Scope of Services shall govern.

The work specified consists of the routine mechanized road and/or bridge street sweeping of curbed Alachua County Roadways, identified in **Attachment “1”**, Service Routes, every two months annually with an anticipated minimum of Six (6) complete cycles or as directed by the County.

2. Scope of Work, Requirements

- 2.1. 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 the Pricing Proposal.
- 2.2. Hand labor may be required to perform the specified work in certain areas or during certain times.
- 2.3. 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 tracking and reporting the tonnage of debris associated with the roadway segments swept.

3. Fuel Adjustments

There will not be fuel price adjustments for this ITB and Agreement.

4. Equipment Requirements

- 4.1. 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.
- 4.2. 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.

- 4.3. The Contractor is responsible for all costs of operating the equipment.
- 4.4. The mechanized road sweeper(s) shall have a minimum capacity of four (4) cubic yards.
- 4.5. The minimum gross weight of the vehicle is 32,000 pounds.
- 4.6. If equipment uses water, the Vendor must provide a plan for obtaining water to the County for approval.
- 4.7. The equipment and operations shall be done in a way that minimizes the emission of fugitive particular matter (dust).
- 4.8. The equipment manufacturer's specifications determine the particle size to be removed during the sweeping operation.
- 4.9. At no time shall the street sweeping operation continue when the machine's hopper has been filled to capacity.

5. Maintenance of Traffic

- 5.1. 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.
- 5.2. During sweeping operations, traffic shall be maintained in accordance with all federal, state, and local rules and regulations.
- 5.3. 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).
- 5.4. A shadow vehicle with attenuator is required if the roadway has four or more lanes or the speed limit exceeds 35 mph.
- 5.5. A minimum of one Contractor employee shall hold a Florida Department of Transportation intermediate Maintenance of Traffic Certification.

6. Work Layout

- 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 titled "Scope of Work" requirements.
- 6.2. 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.
- 6.3. The Contractor shall supply the County with a route and projected timeline for completion of each cycle.
- 6.4. The Contractor shall provide 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 two months as indicated in this Scope of Service.

7. Quality Control and Quality Assurance and Inspection

- 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.
- 7.2. 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.
- 7.3. Completed work shall be clean and free of all accumulated debris immediately after sweeping, as determined by the County.
- 7.4. 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.
- 7.5. This submittal shall be accomplished by email and shall list the roadways scheduled for the entire work week.
- 7.6. The Contractor shall notify the County in writing on the day of any deviation from the weekly schedule.
- 7.7. 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.
- 7.8. Sweepers are to operate at the manufacturer's recommended speed for sweeping.
- 7.9. Debris shall be thoroughly removed from all portions of the roadway, which may require additional passes with the sweeper.
- 7.10. 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.
- 7.11. Deficiencies will be identified based upon photo-documentation and an inspection report.

8. Measurement and Basis of Payment

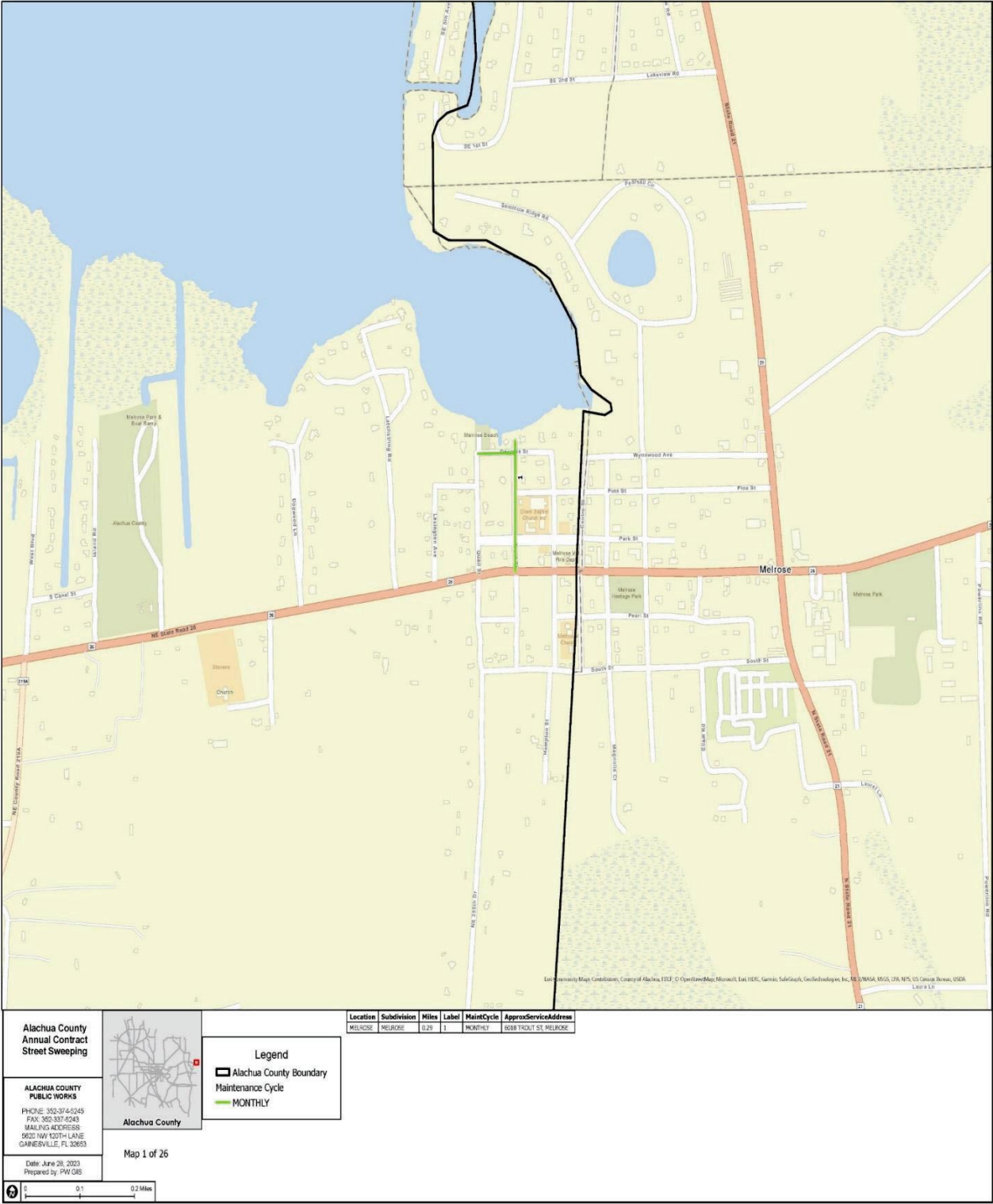
- 8.1. Payment shall be per Bid Unit price for only work that has been completed, inspected, and accepted, which shall include travel lanes, curbs, and gutters. The Contractor may submit a signed invoice for payment at the end of each cycle, additionally the Contractor may submit an invoice when directed by the County to complete specific areas agreed upon by both parties.
- 8.2. 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 agreement is prohibited at the Leveda Brown Transfer Station. The Contractor shall record the tonnage of each load of debris disposed.
- 8.3. All invoices shall include the total tonnage of debris hauled to the Leveda Brown Transfer Station

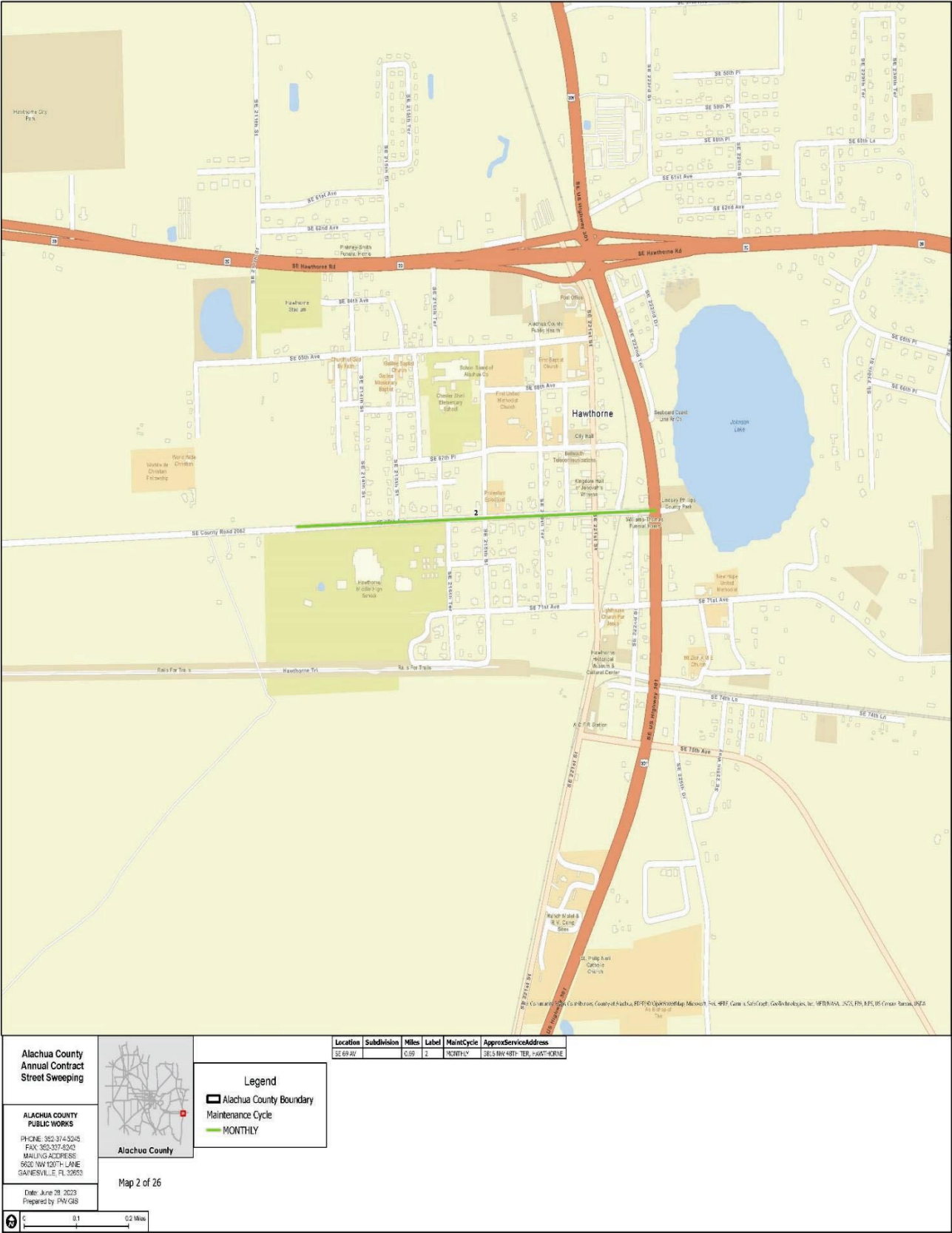
- 8.4. The contractor shall provide copies of weigh station slips and provide documentation of the location of the tonnage.
- 8.5. All measurements shall be conducted by **centerline miles** of the roadway segments outlined in Attachment 1. All payments shall be made by multiplying the centerline miles of the outlined roadway segments completed times the Bid price for each segment. **The Contractor shall invoice for centerline miles completed at the end of each cycle.**
- 8.6. To be accepted as complete, sweeping must effectively collect debris from all travel lanes turn lanes, approaches, curbs & gutter, turn radii, and median breaks.
- 8.7. There shall be a penalty of a 5% reduction in payment from the bid amount for any roadway segments that are completed up to 5 business days outside of the bi-monthly cycle unless there are extenuating circumstances. Liquidated damages will be assessed in the amount of 5% of the bid amount per cycle for segments that the Contractor fails to complete within 5 business days after the bi-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.
- 8.8. Discrepancies in the actual centerline miles of a roadway segment with the miles outlined in Attachment 1 will be resolved upon notice to the County by the Contractor.
- 8.9. The Contractor shall be responsible for the supervision and direction of the work performed by its employees at all times. All work and equipment shall comply with OSHA standards.
- 8.10. Hours of operation will be from sunrise to sunset, Except Saturdays, Sundays, and holidays identified by the County or as approved by the Department Director.
- 8.11. The Contractor shall solely be responsible for the means, method, 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 be responsible for seeing that the completed work complied fully with these specifications.
- 8.12. The Contractor shall meet with the Department Director or his designee biannually for a performance review.

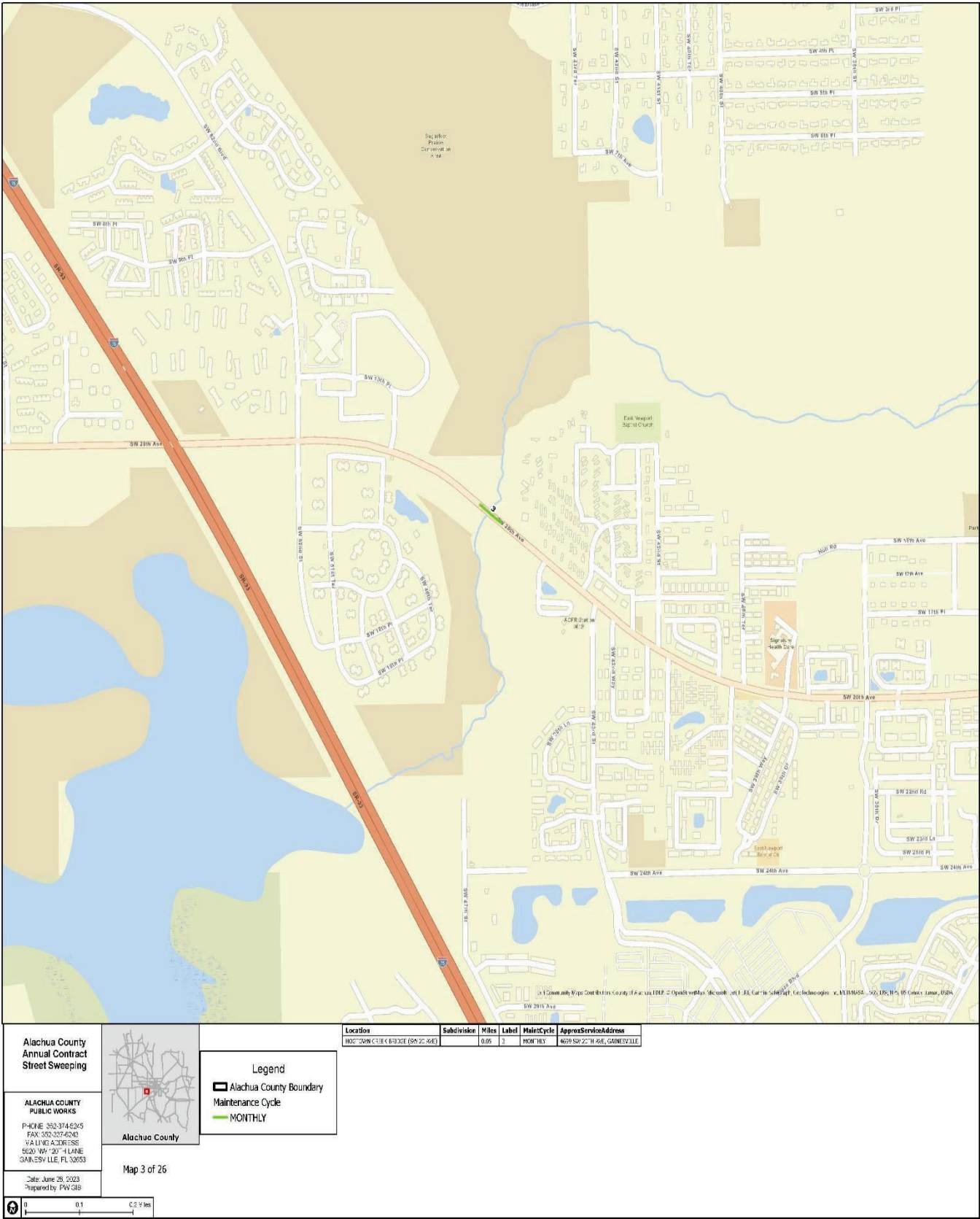
9. Contract, Additions or Deletions

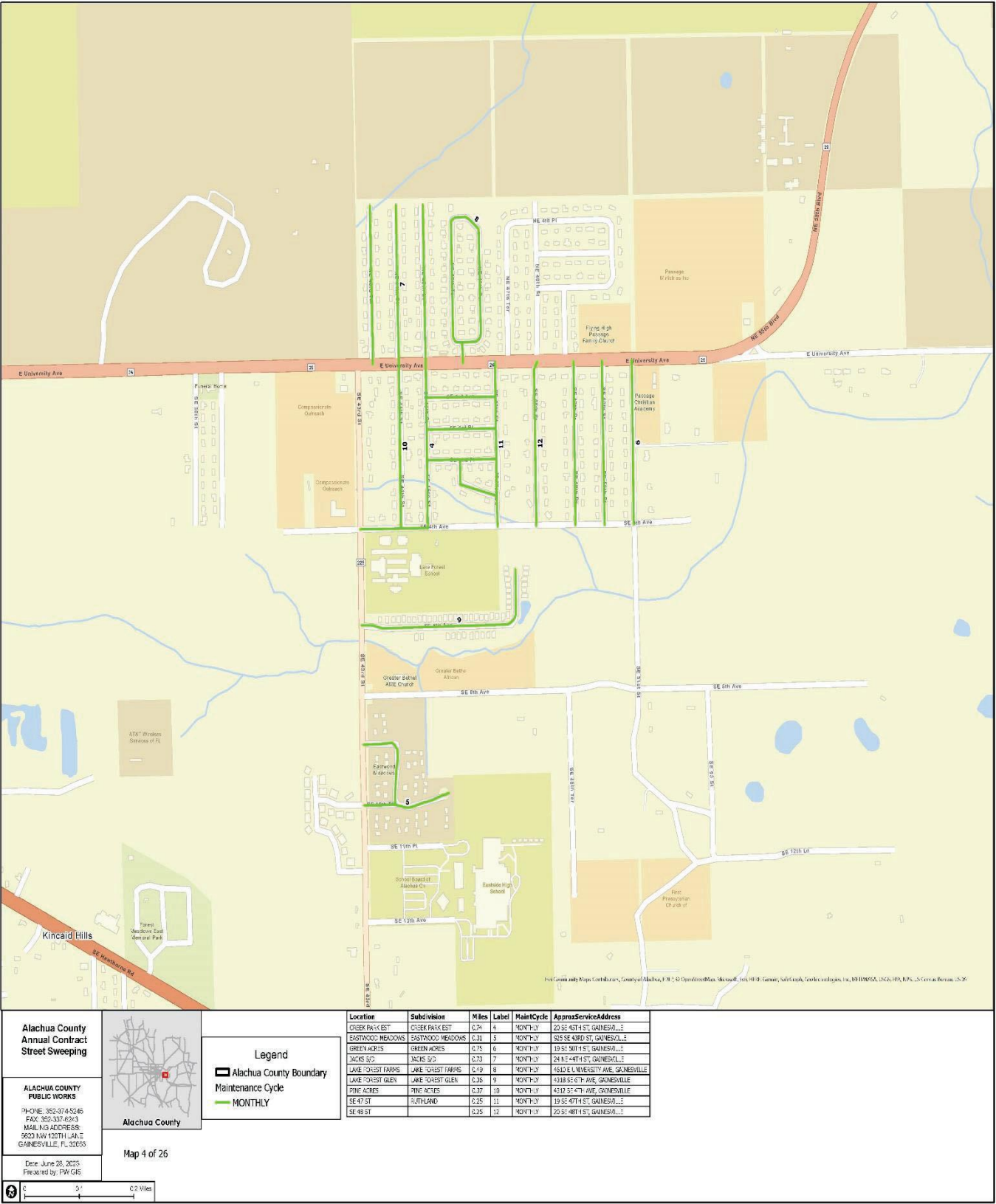
The County reserves the option to add or delete roadways or sites within the scope of the bid, by accepting a mutually-agreed-upon price by obtaining such items via the County's regular Procurement Procedures, as deemed in the best interest of the County.

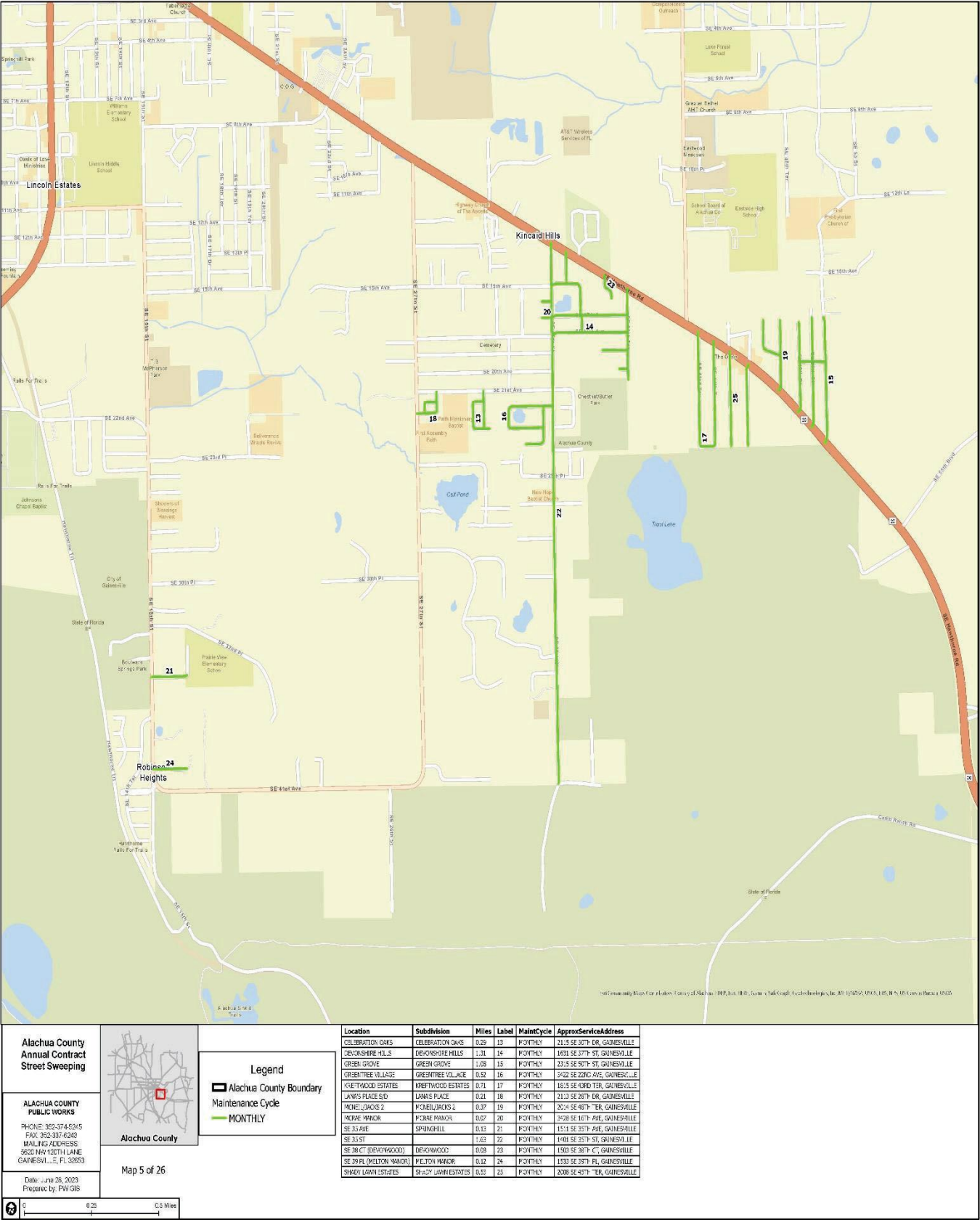
Attachment 1: Service Routes

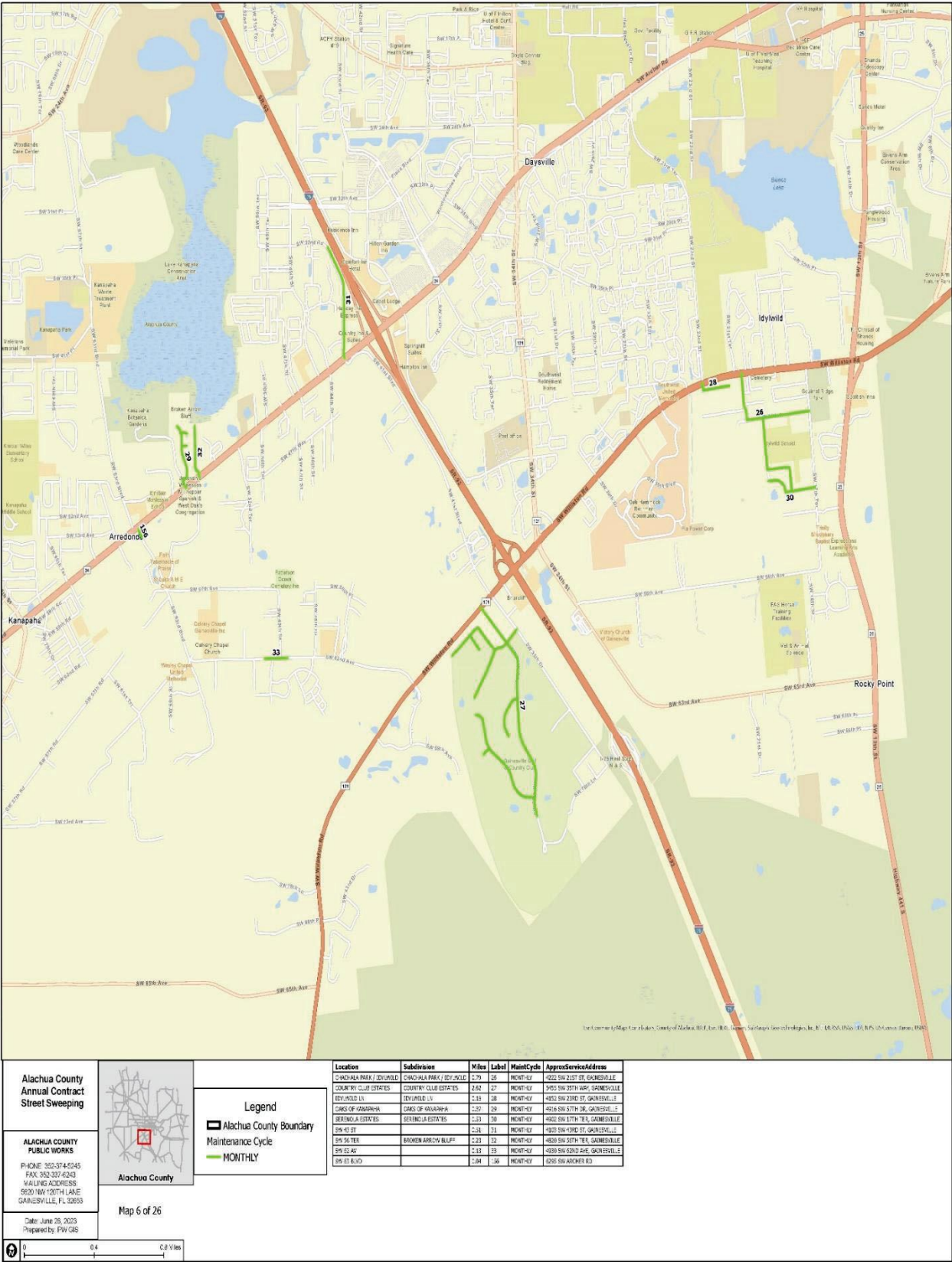


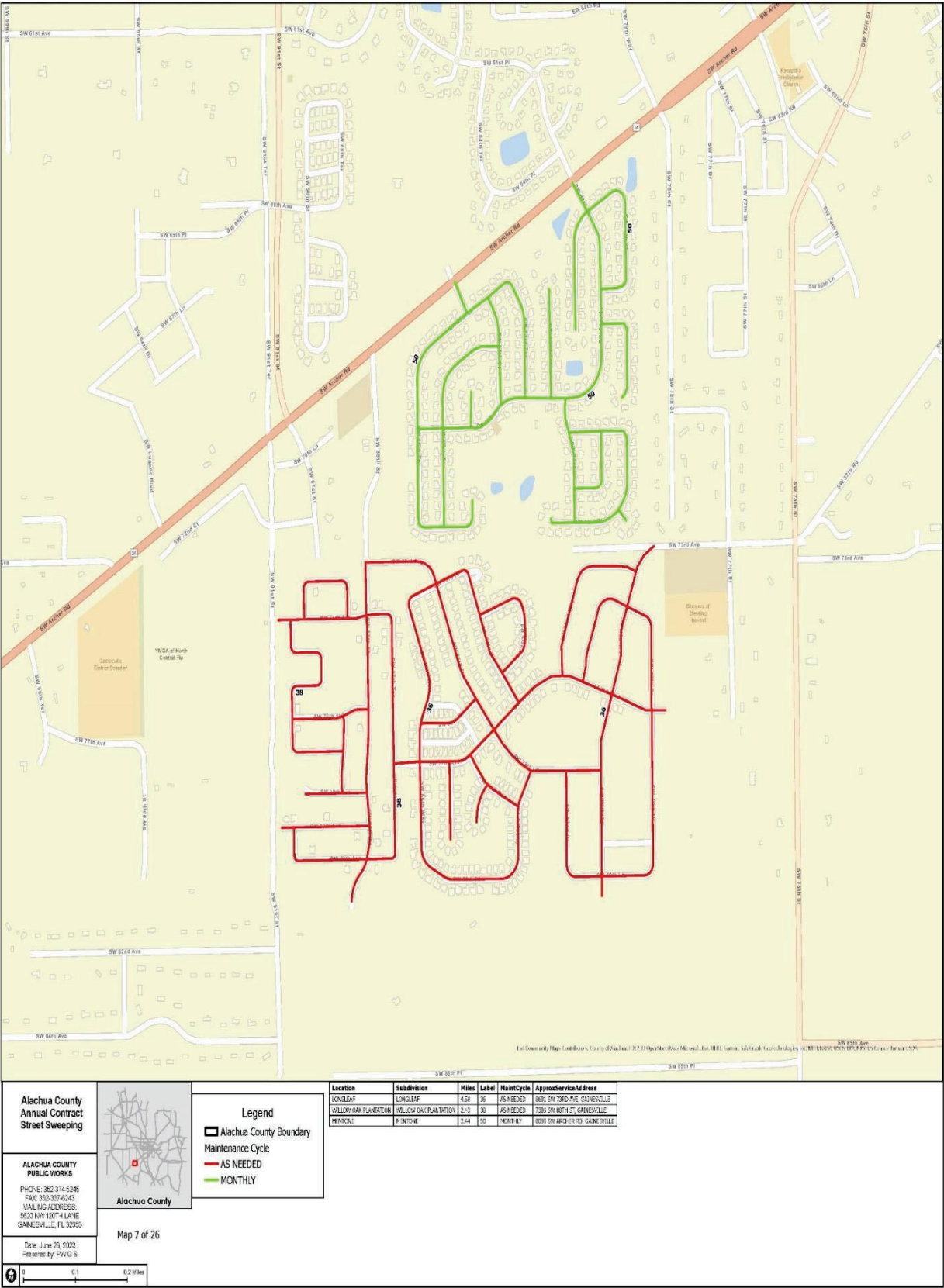


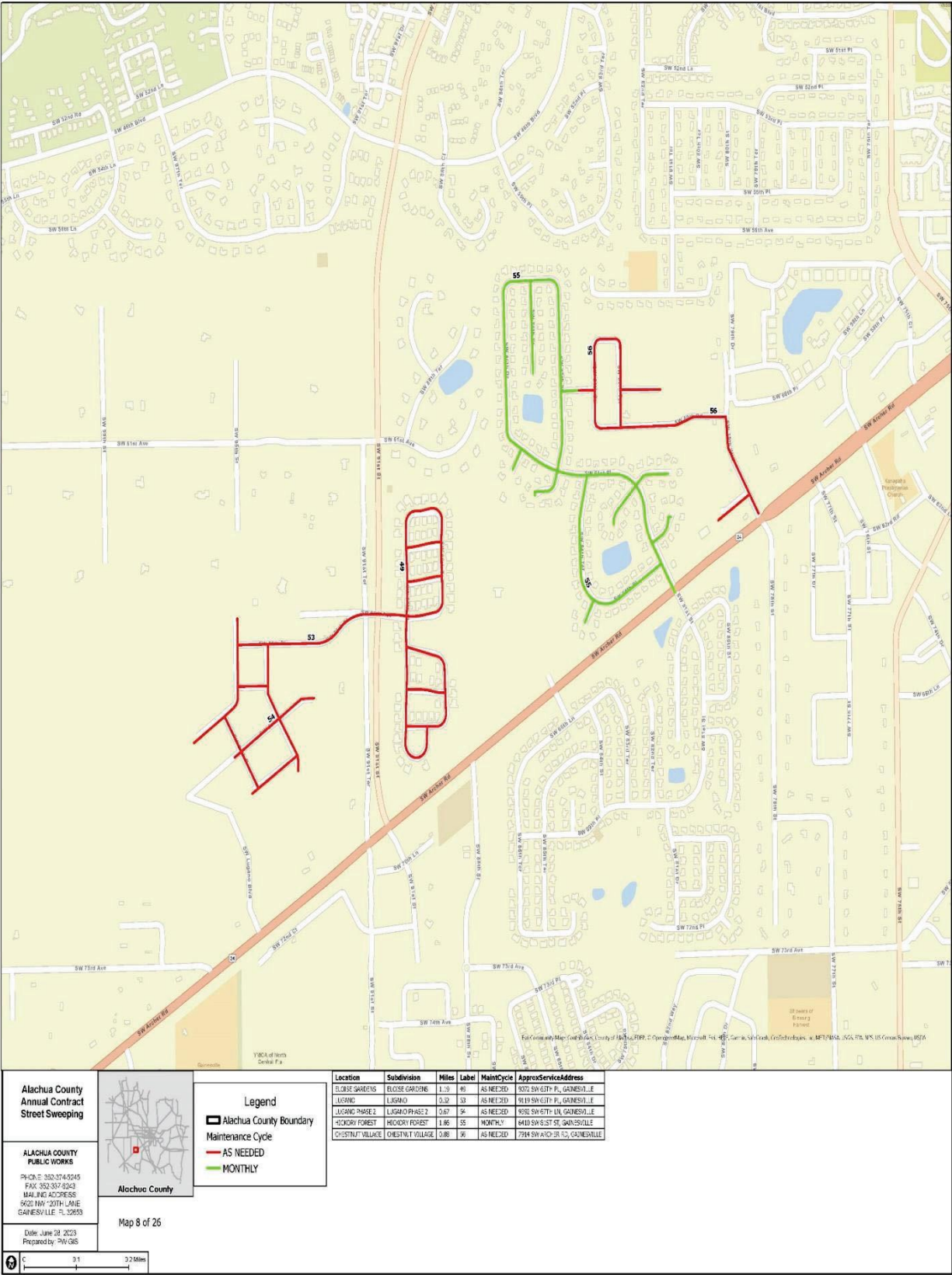


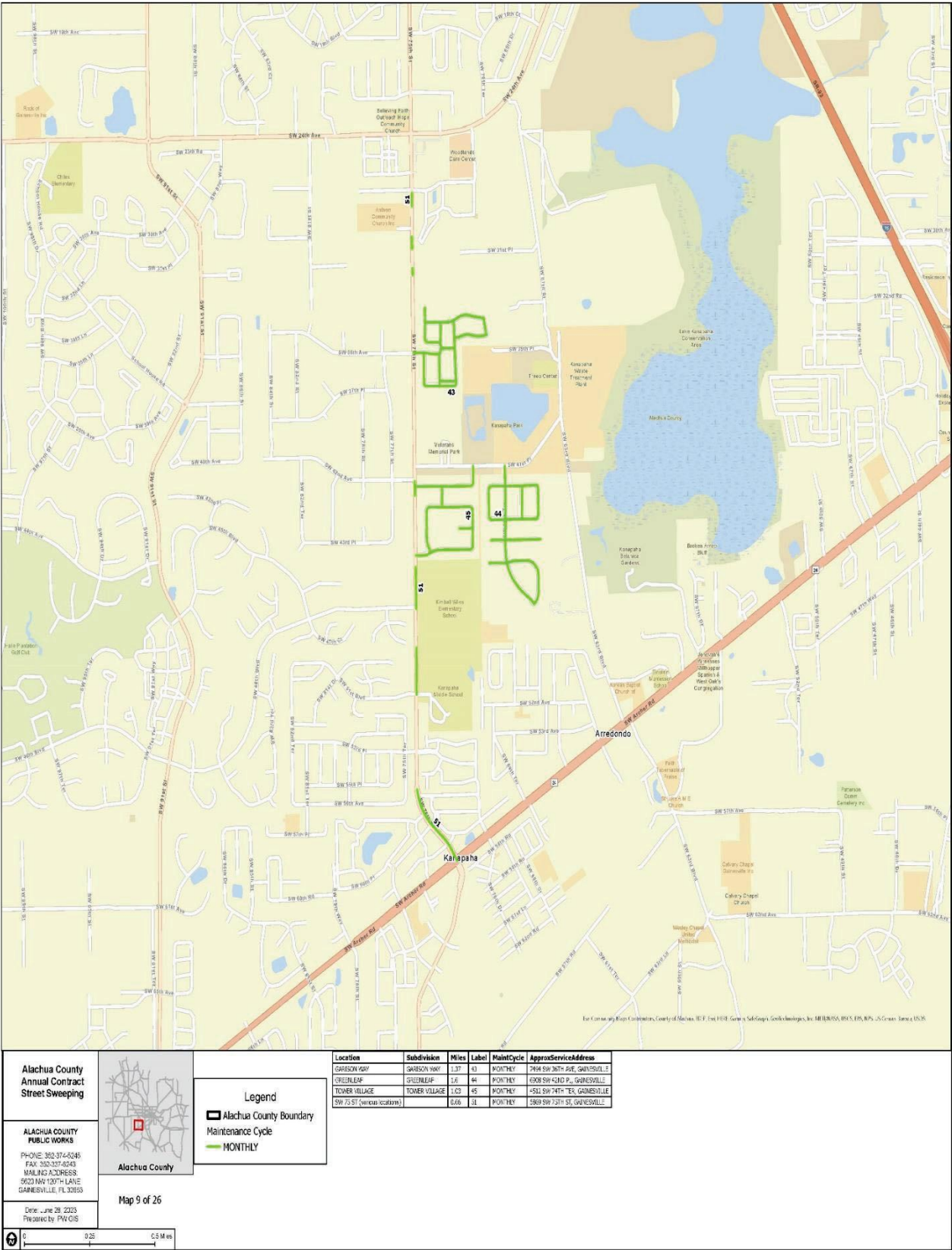


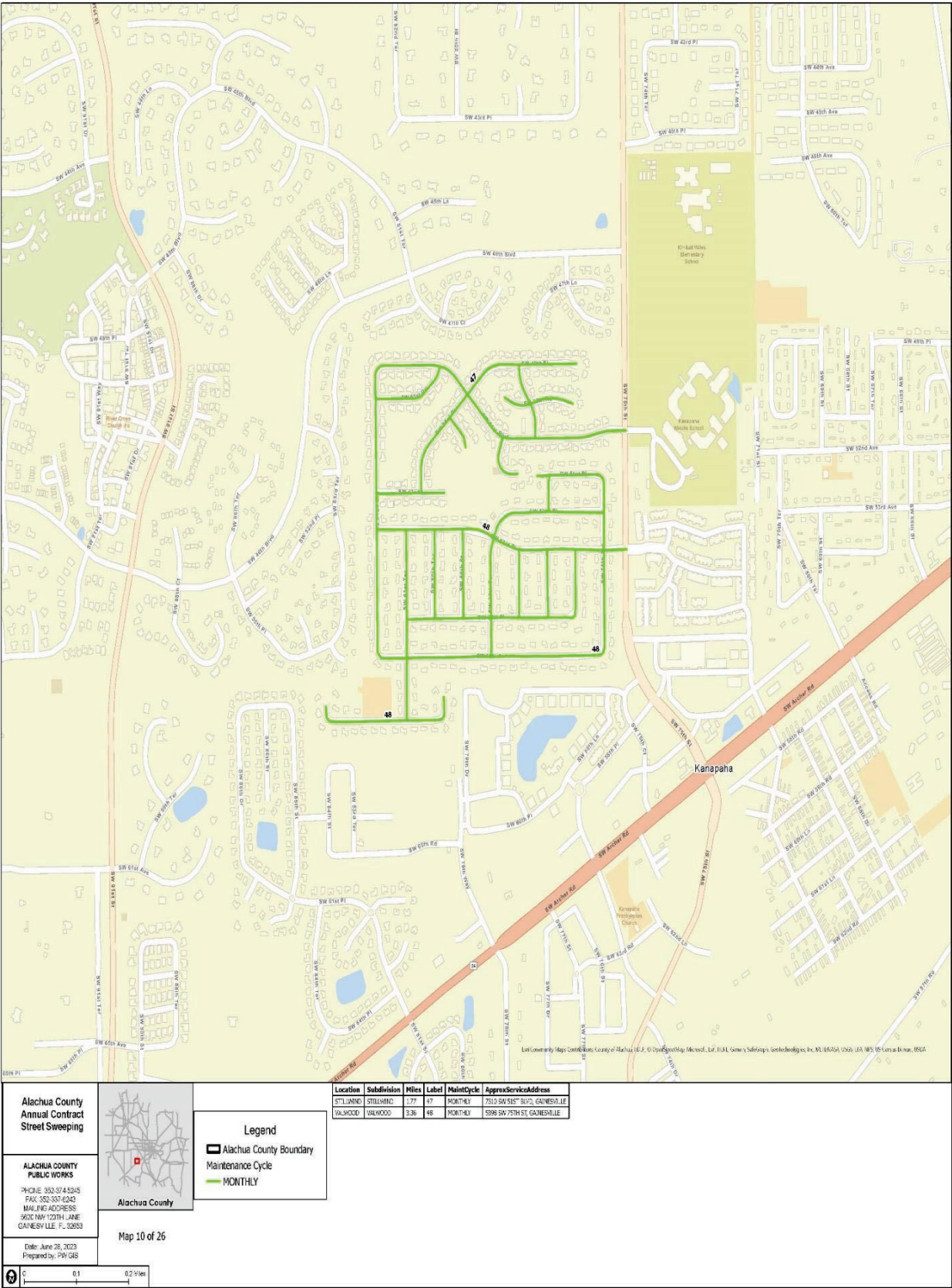


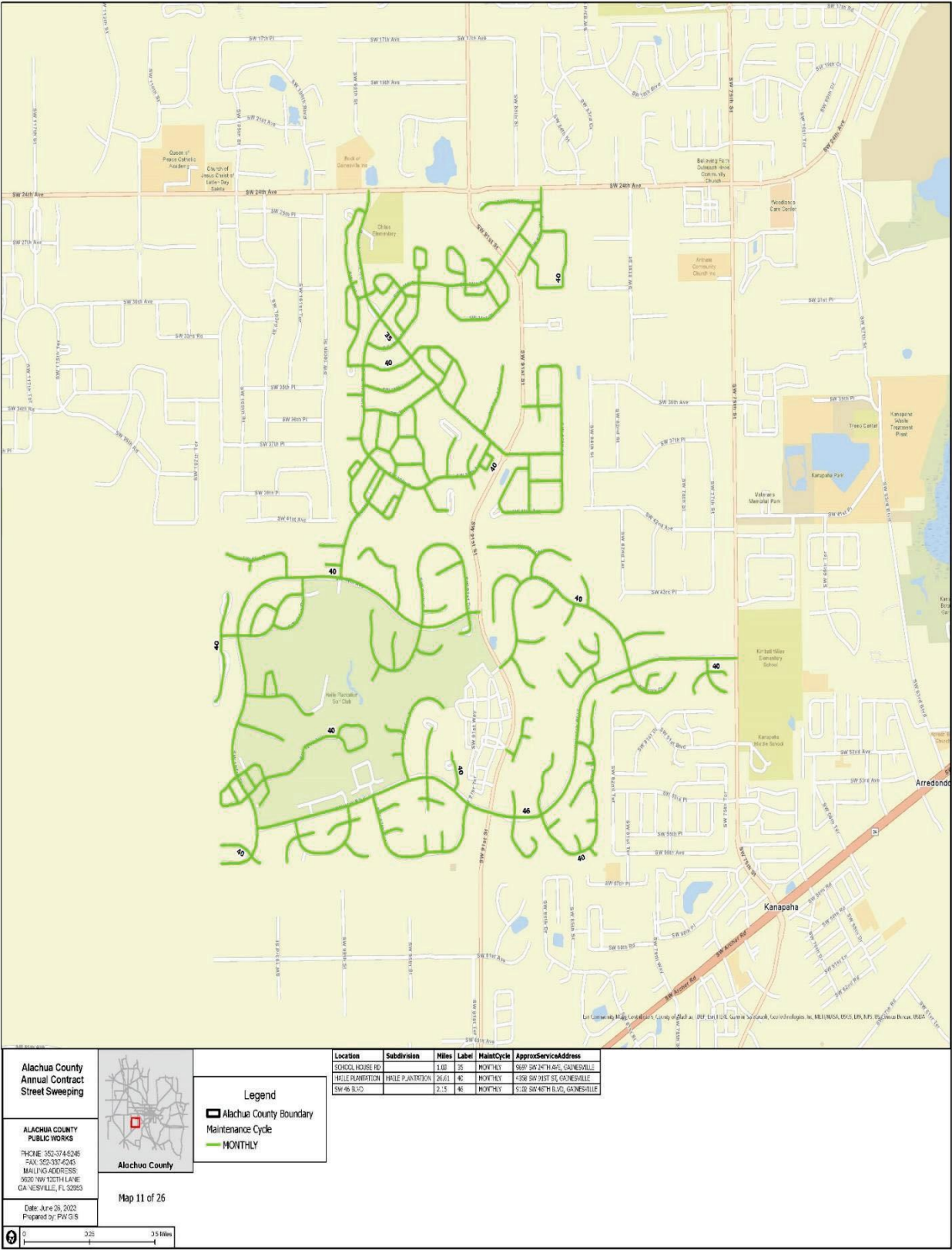


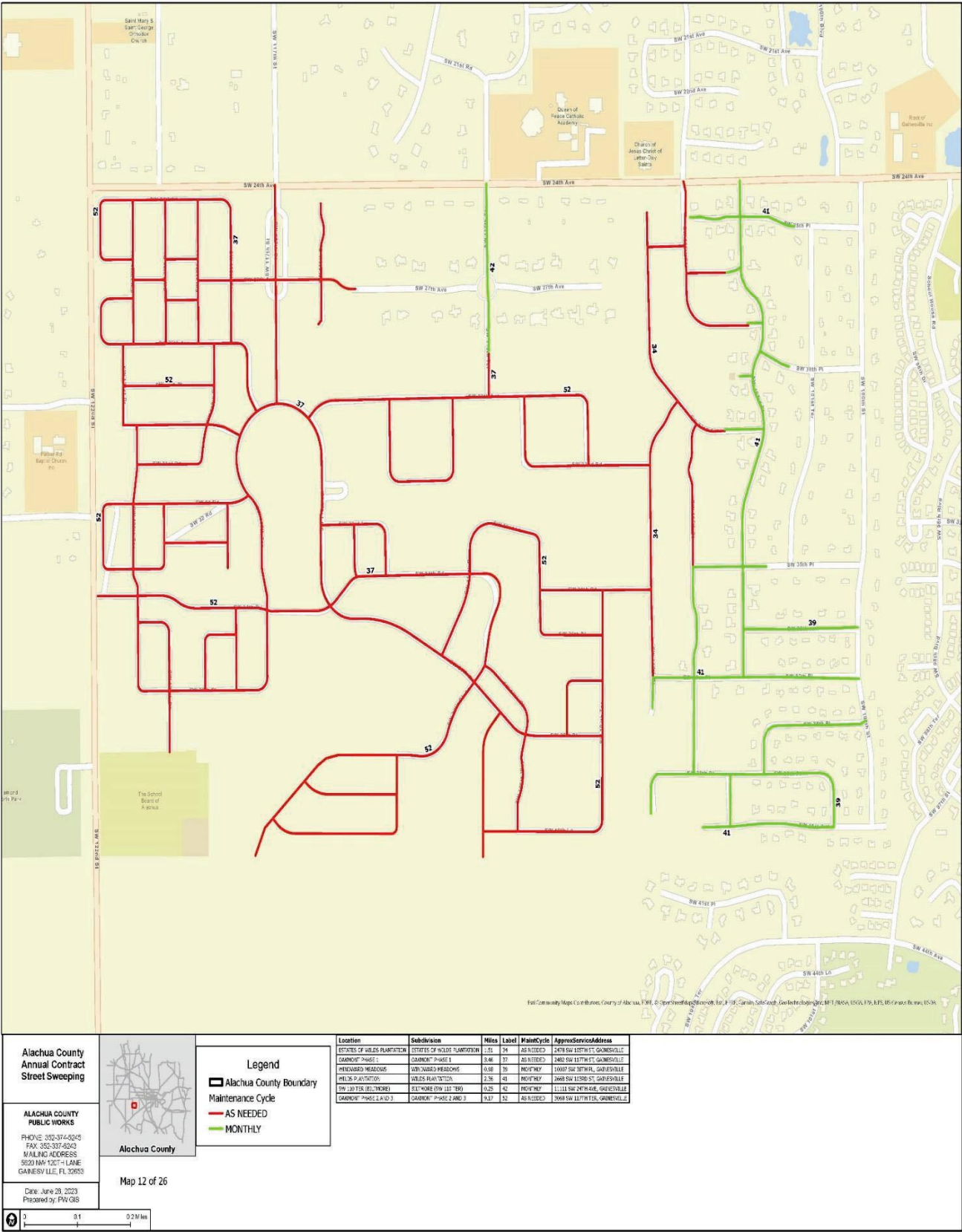


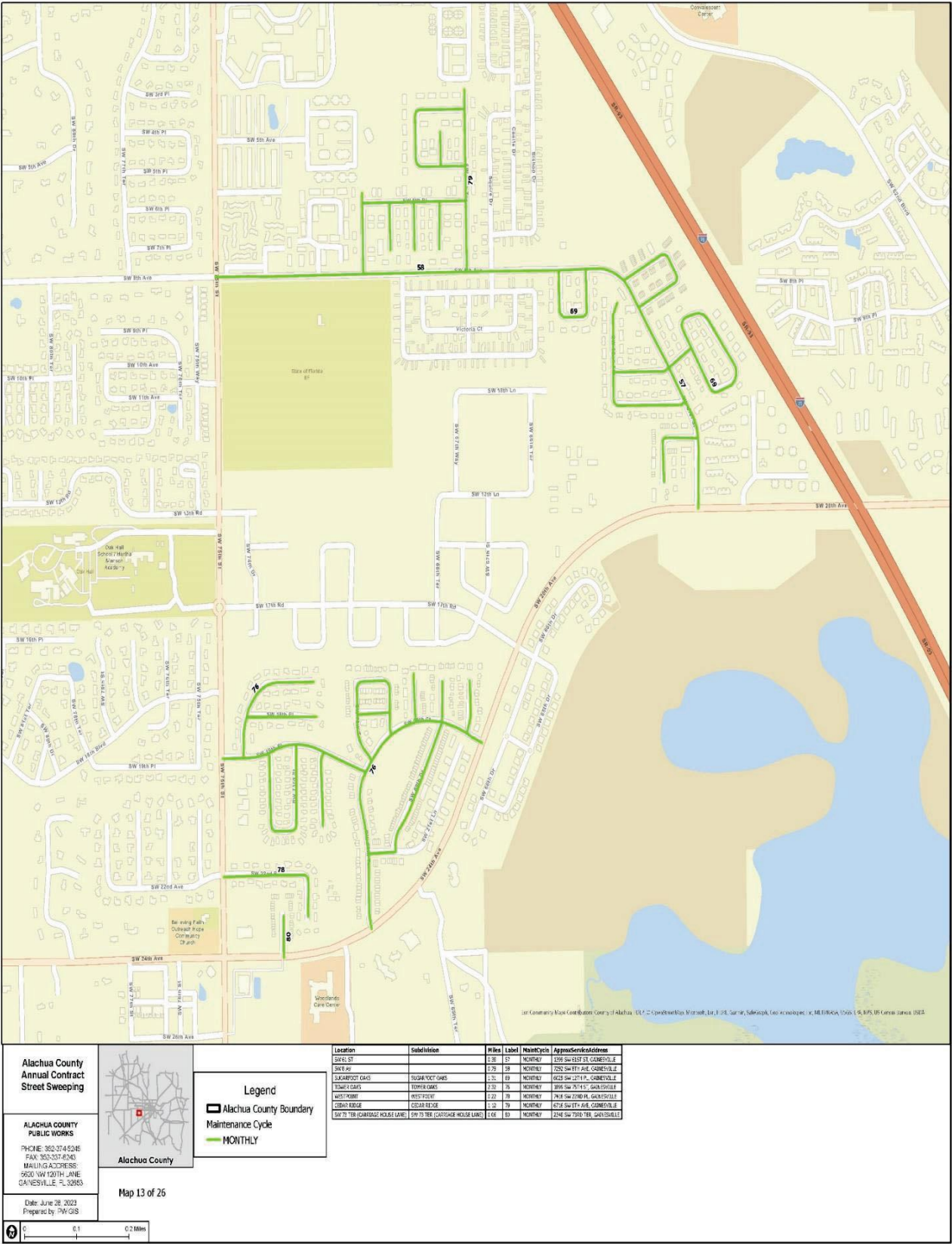


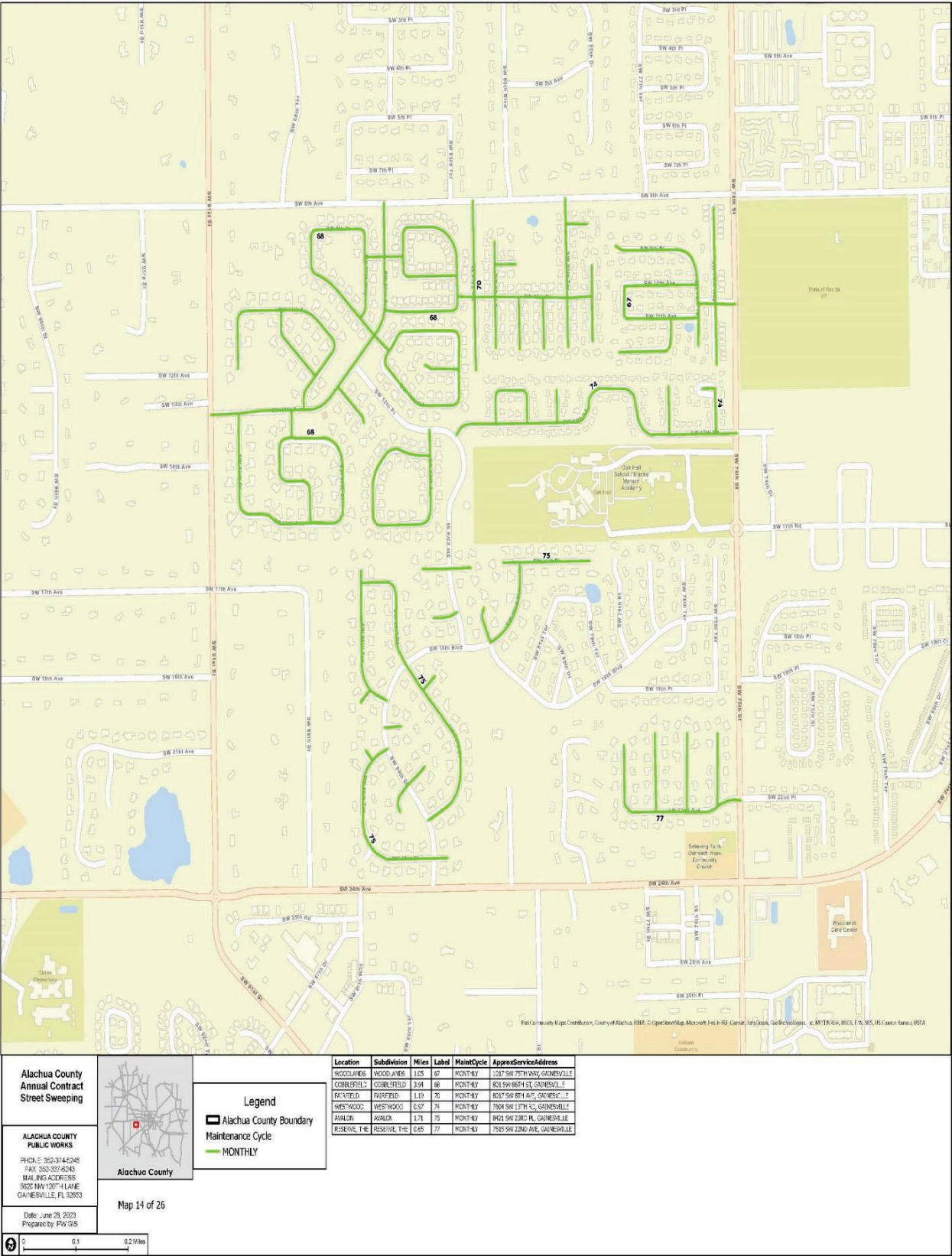


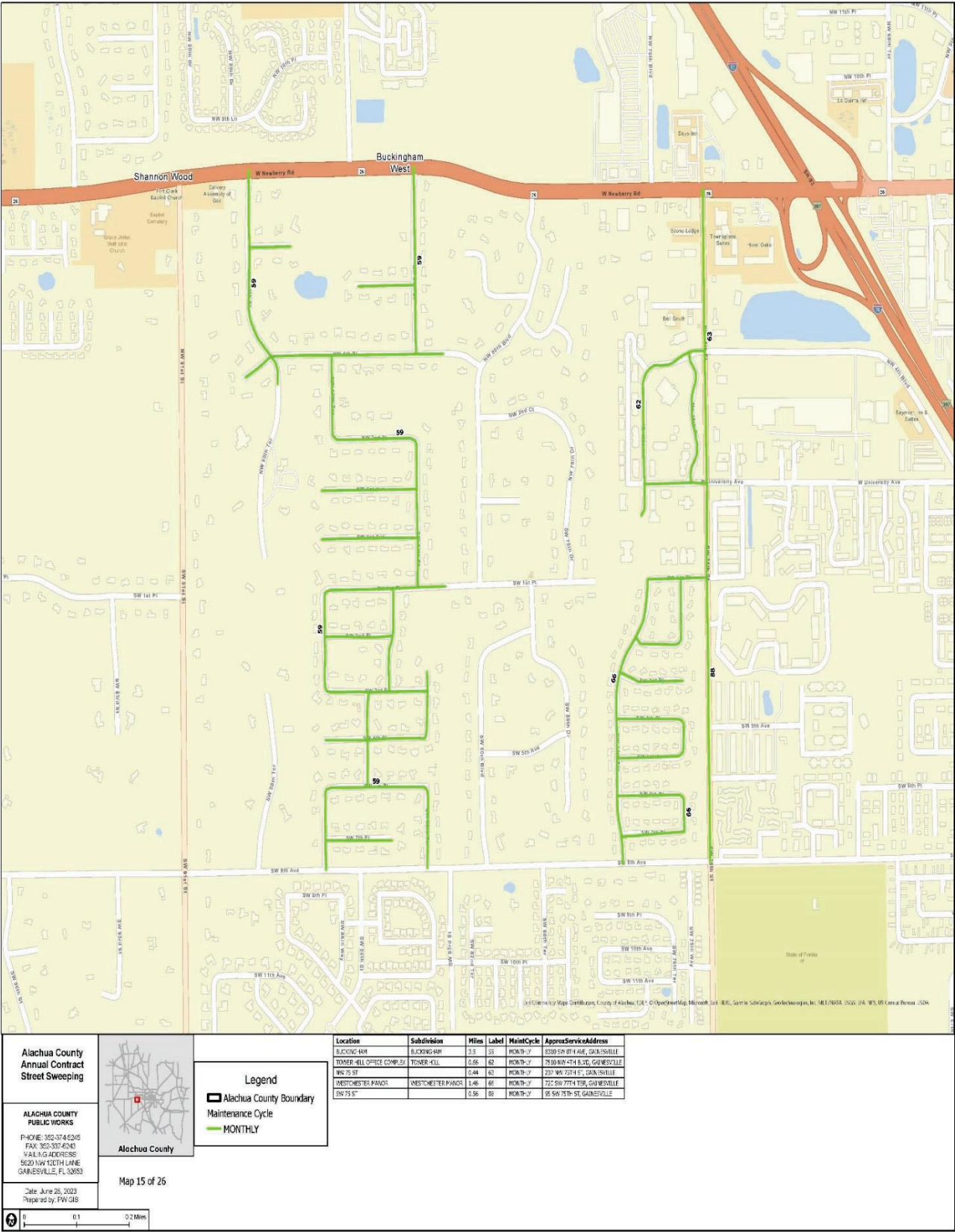


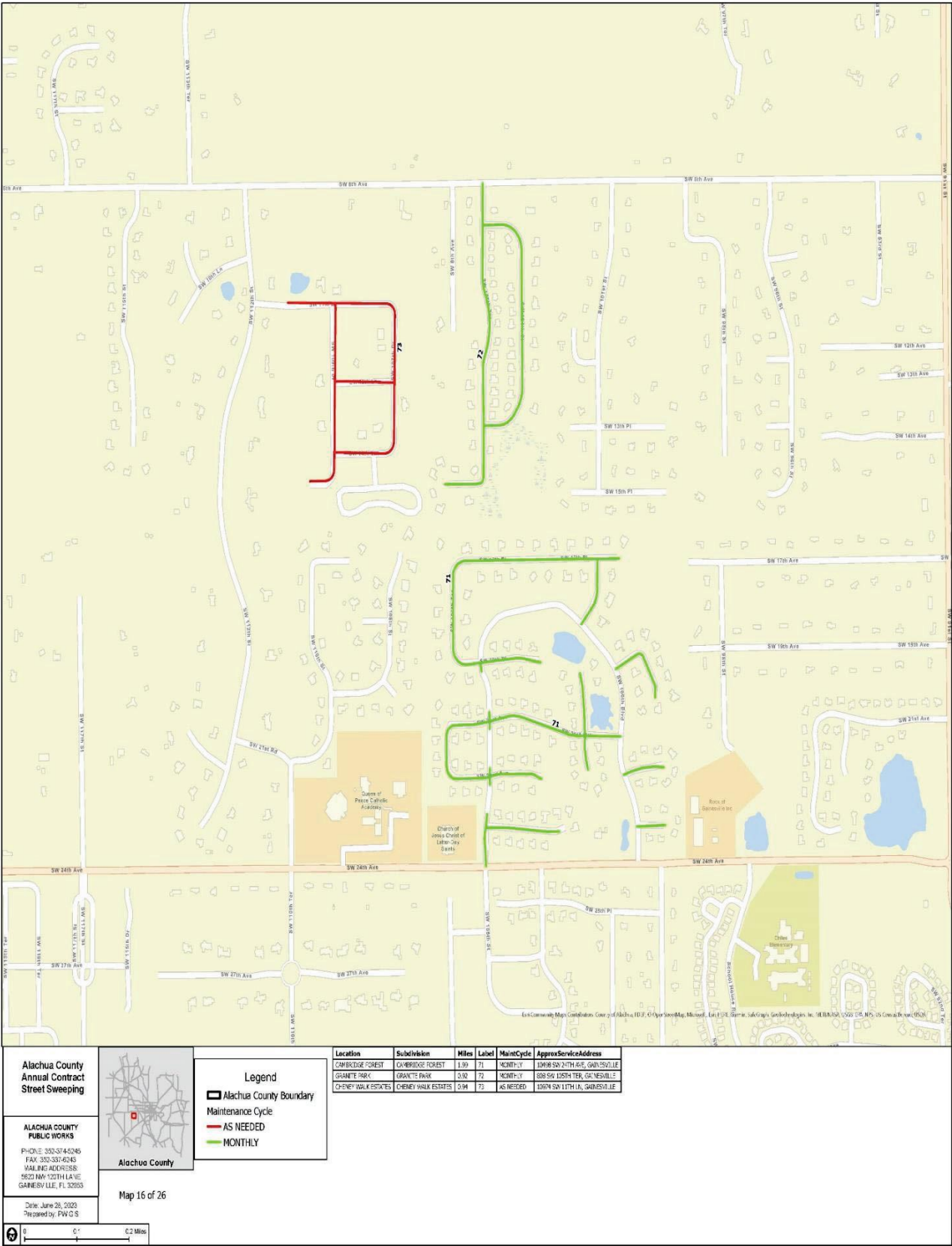


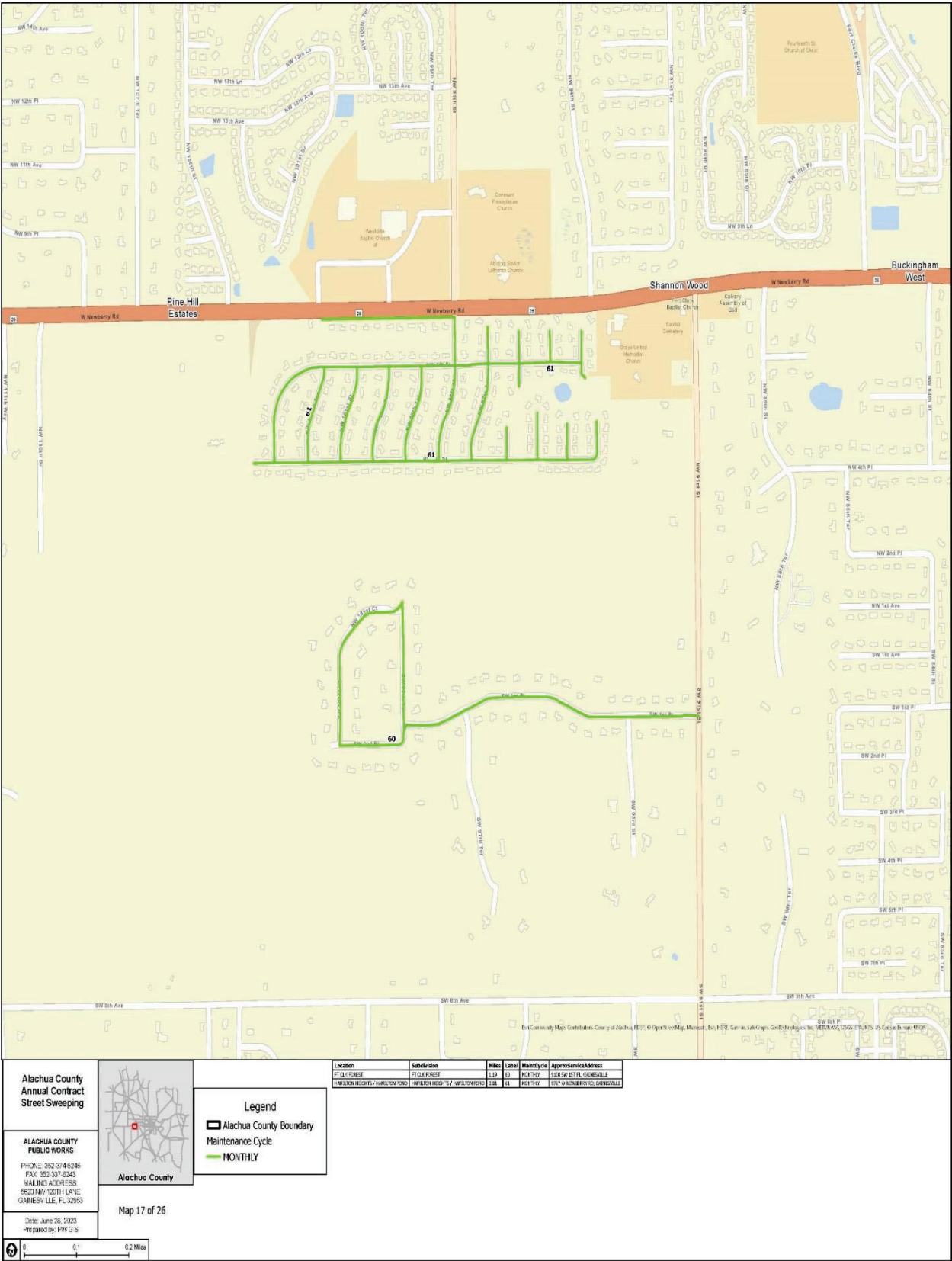


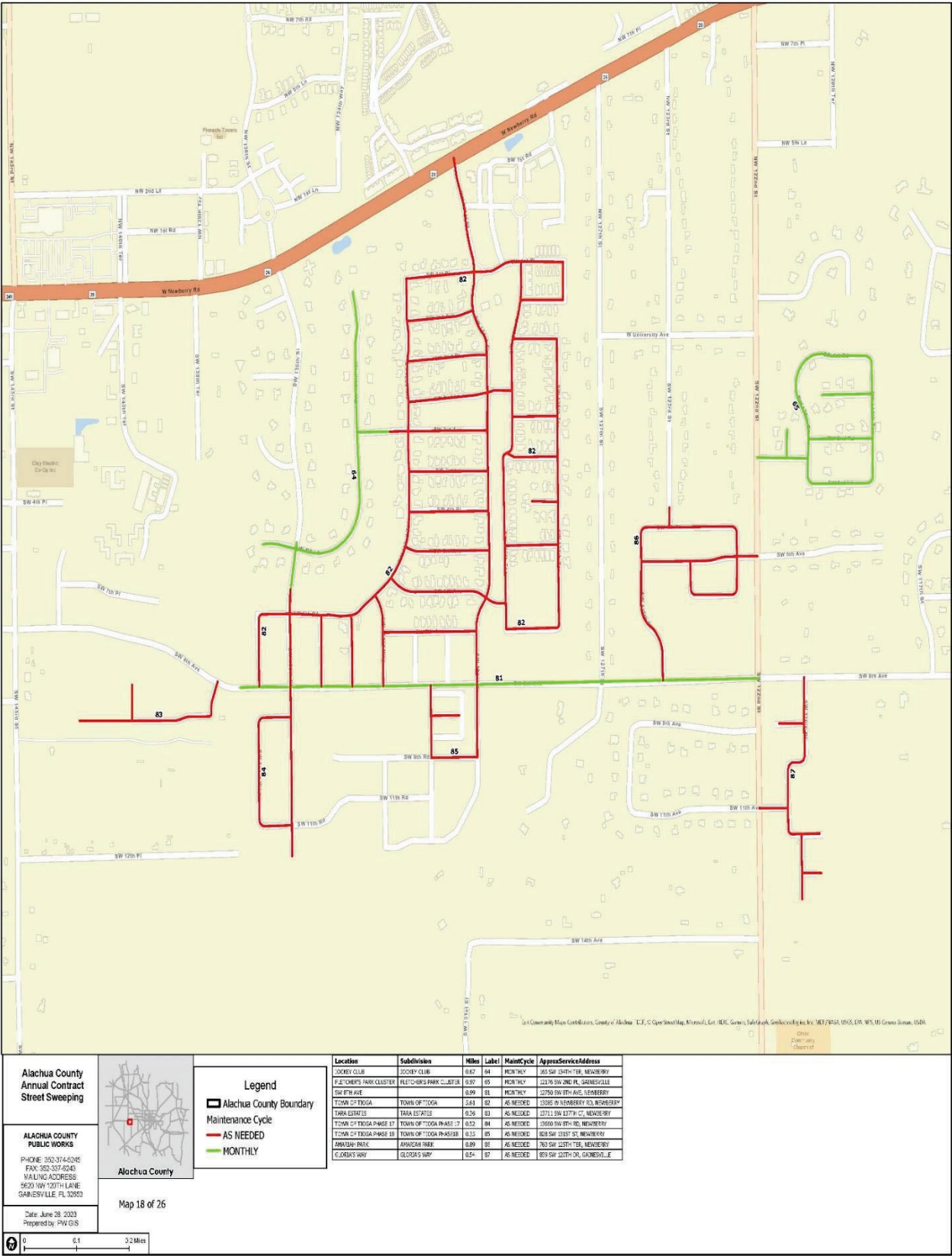


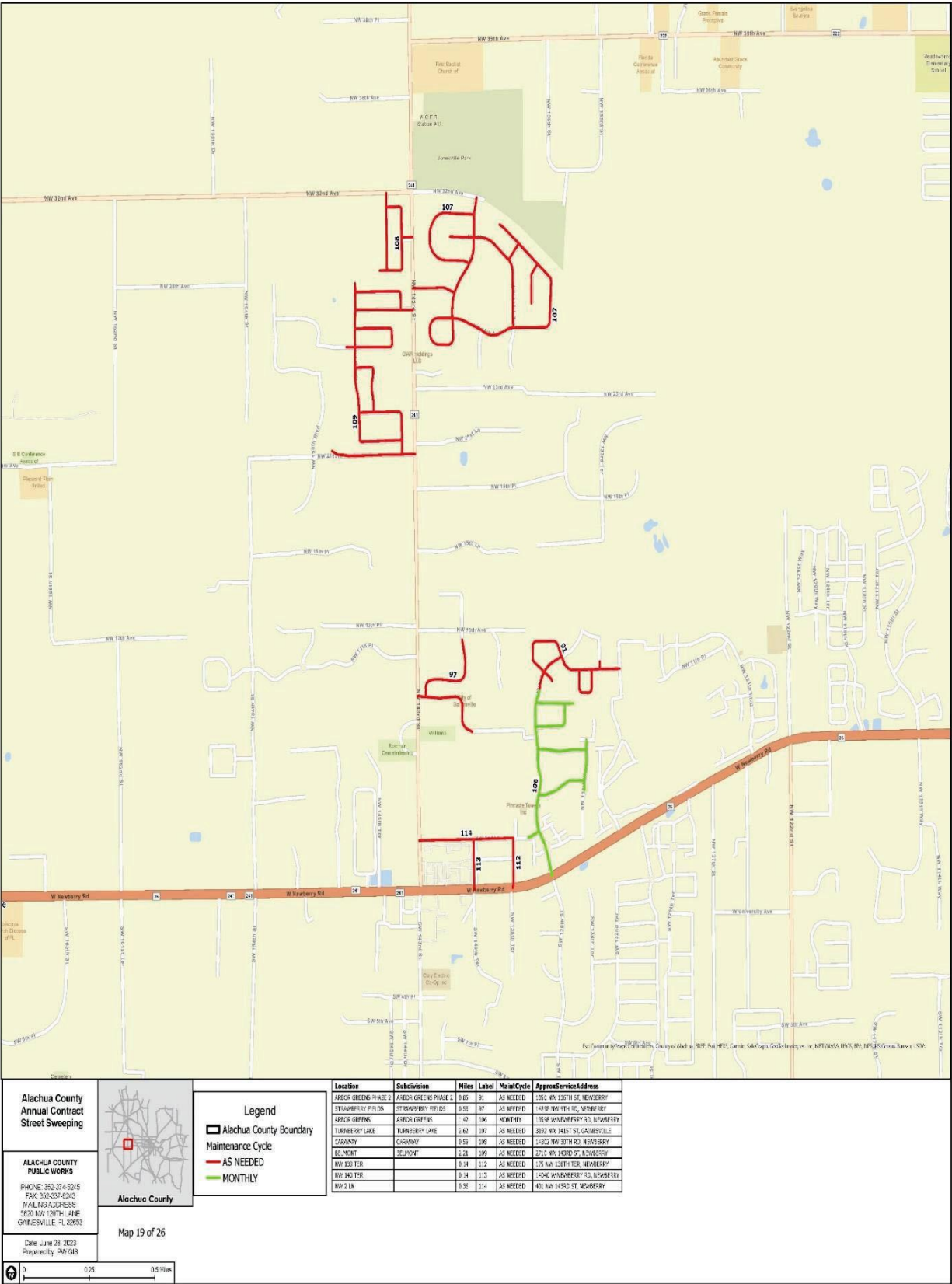


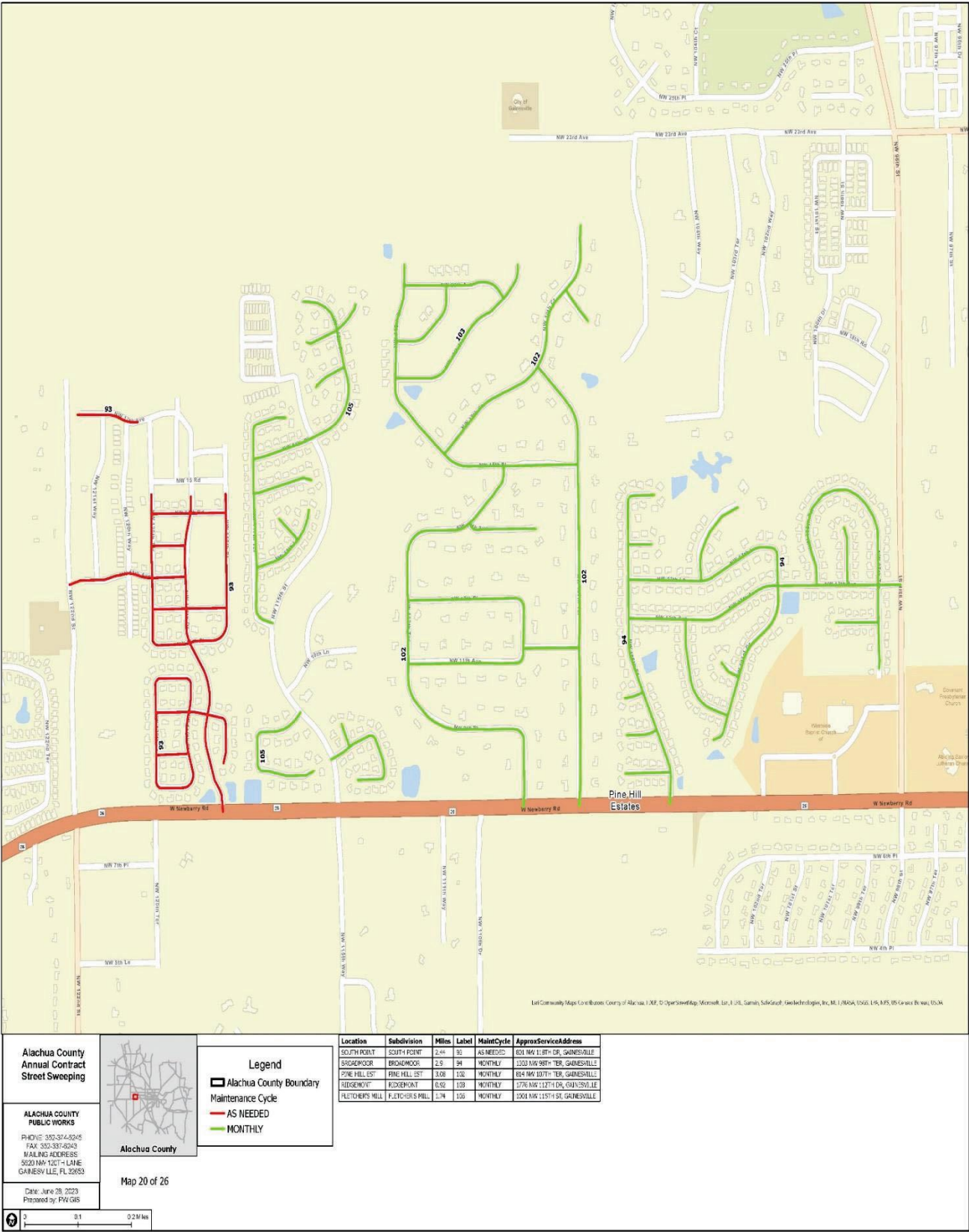


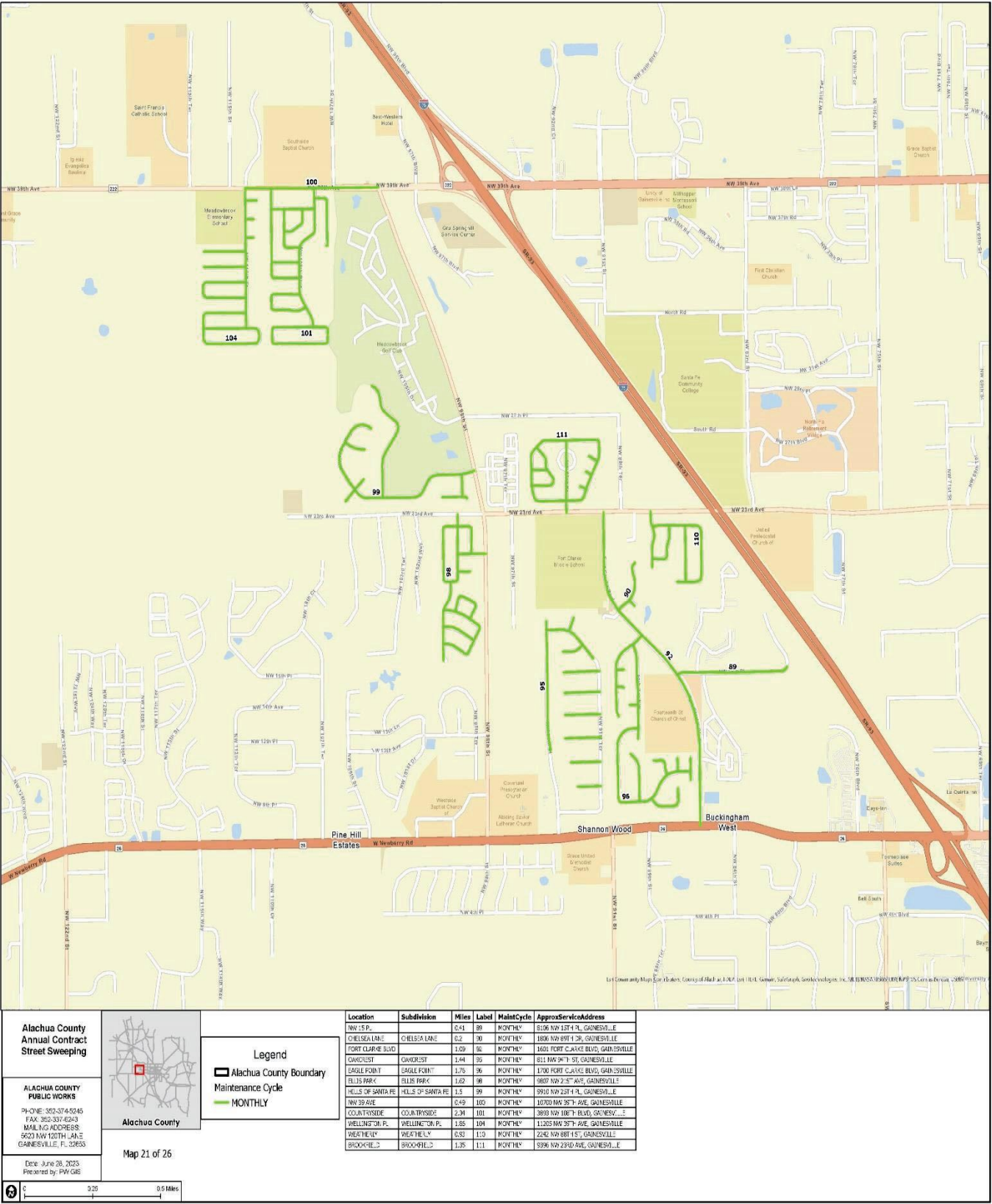


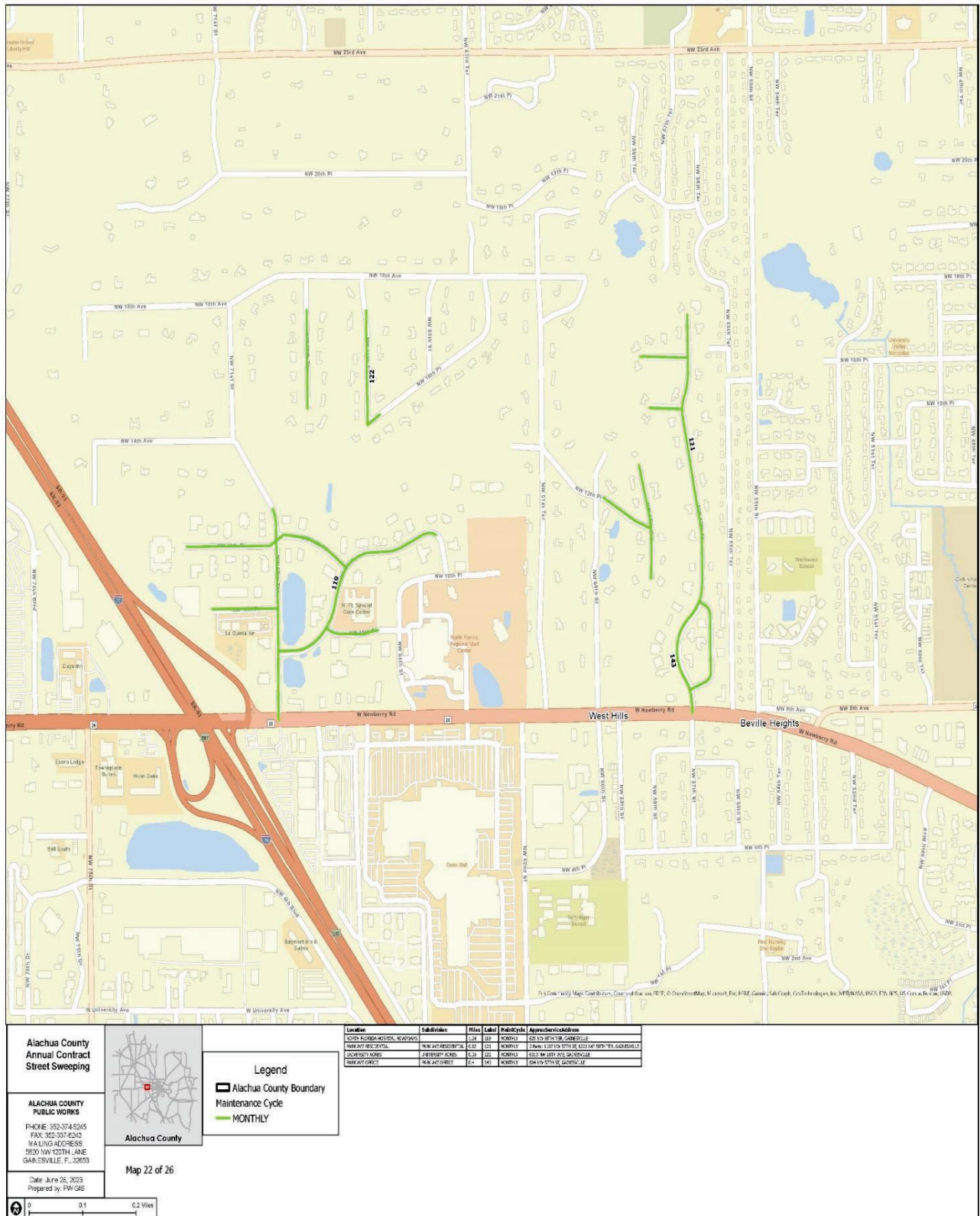


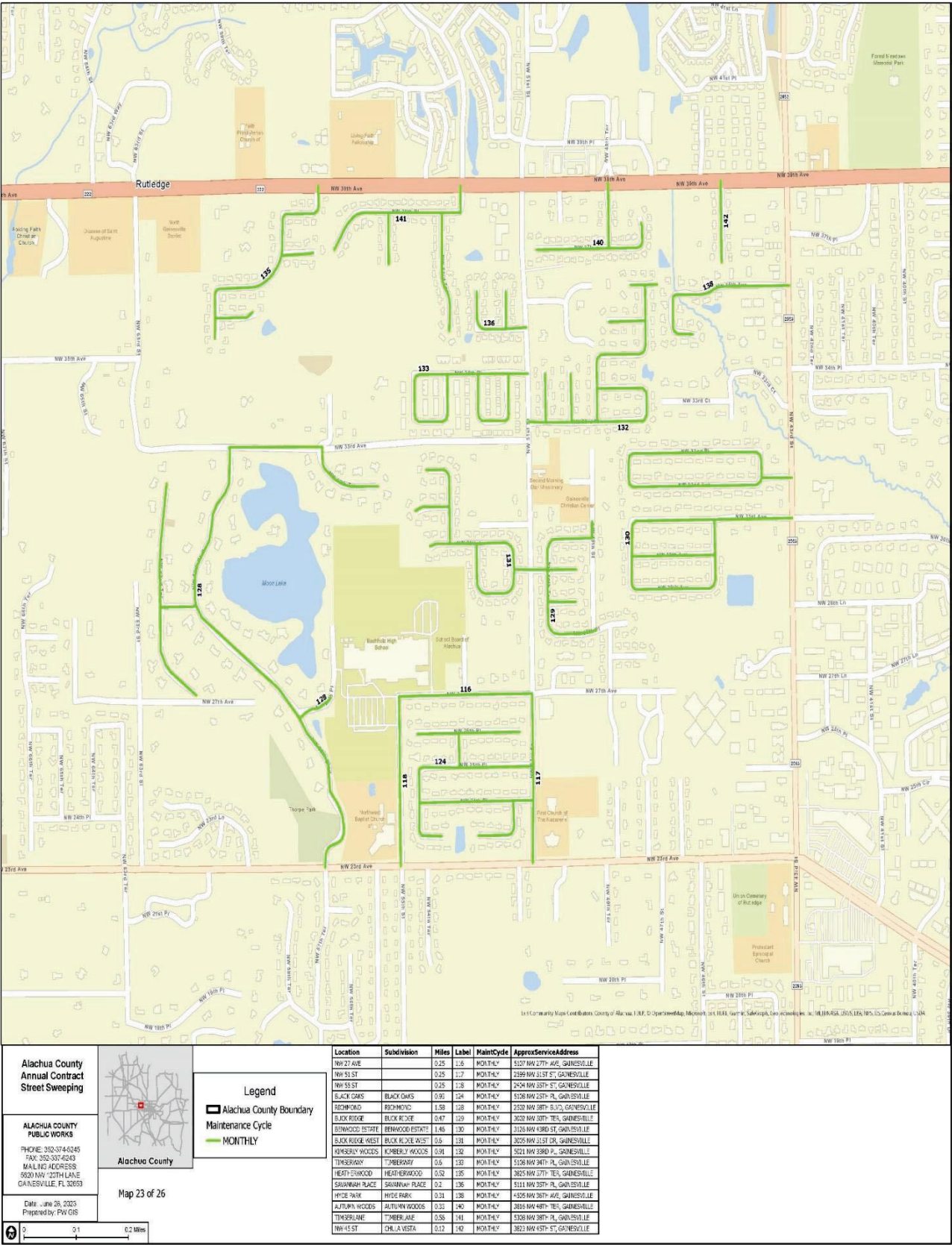


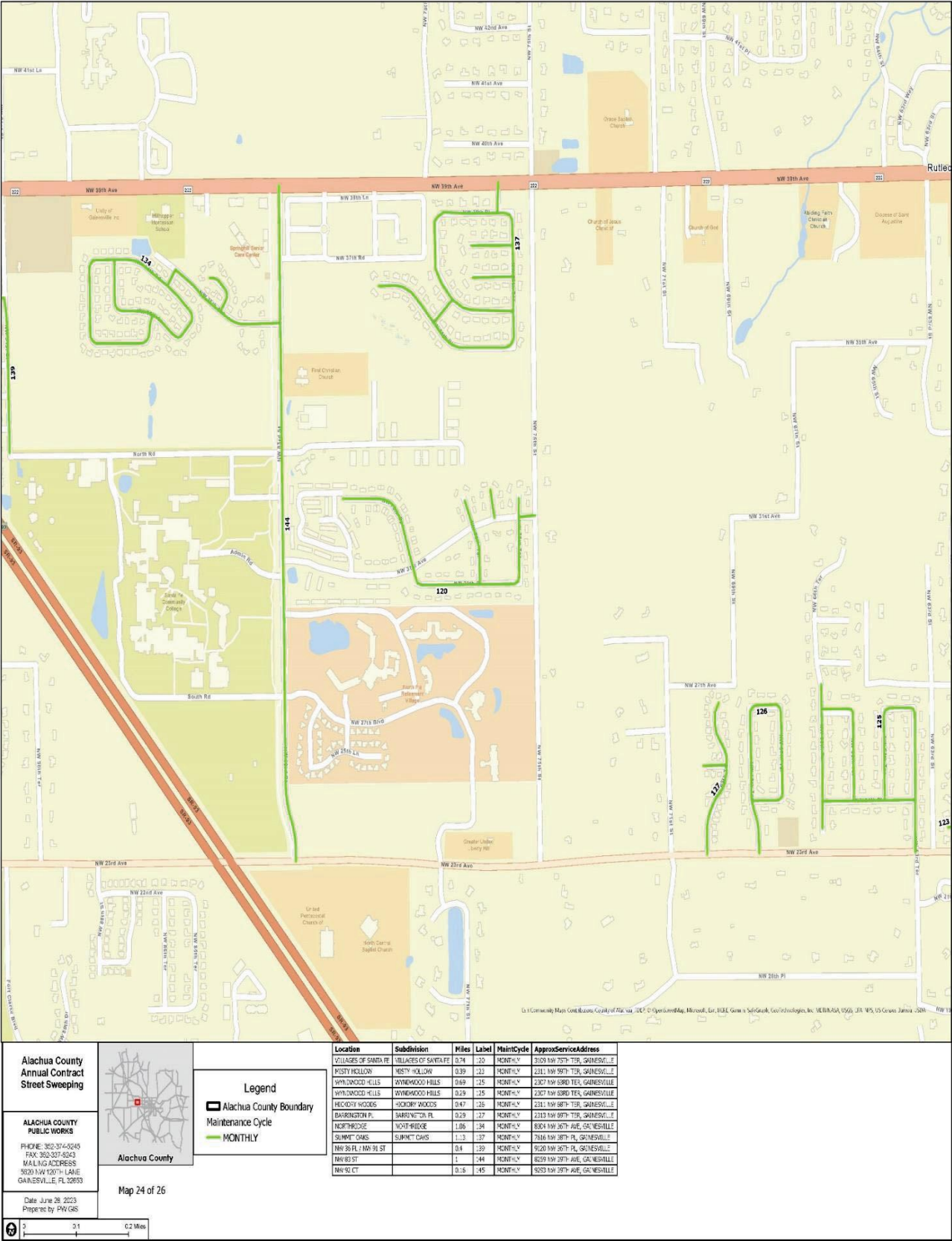


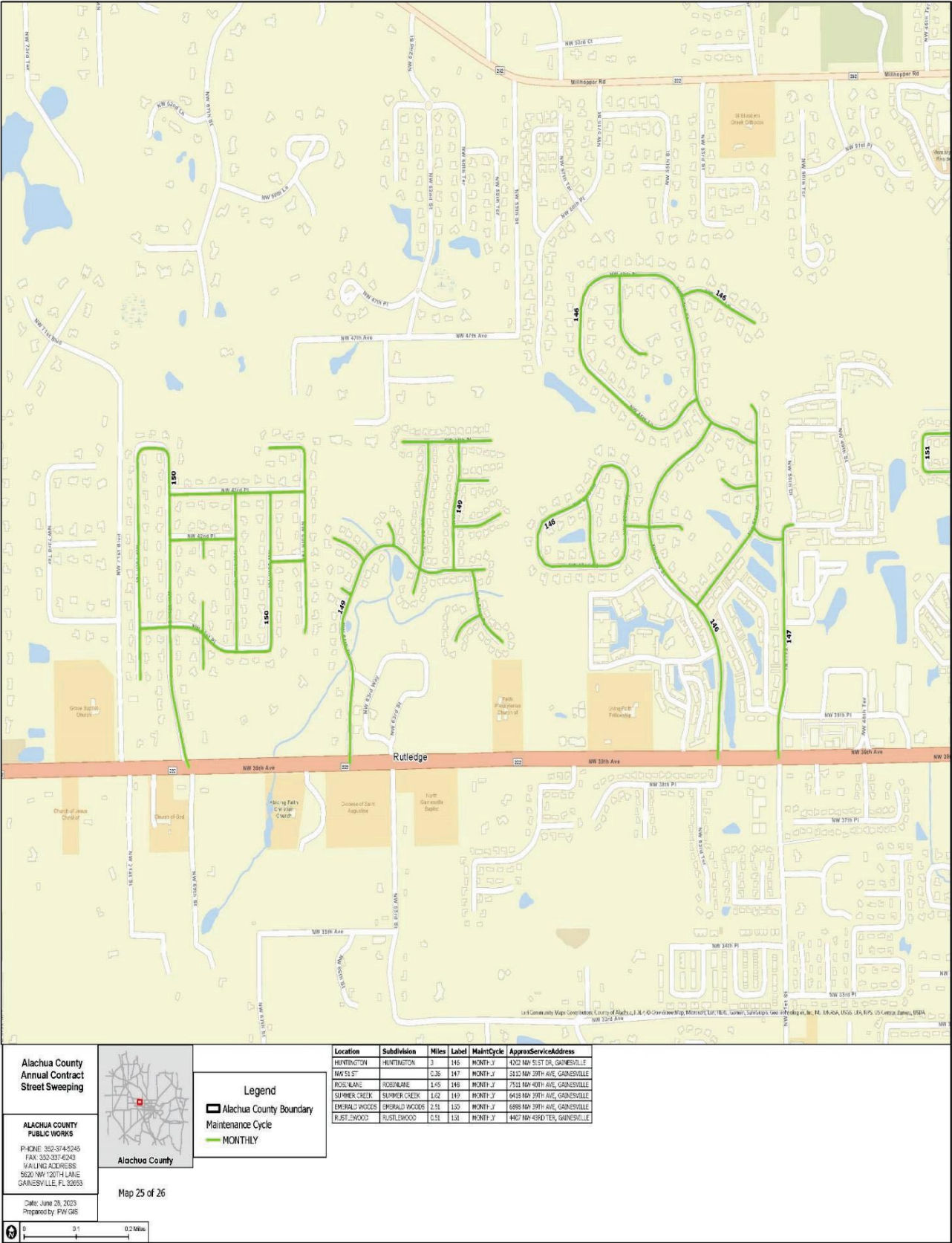












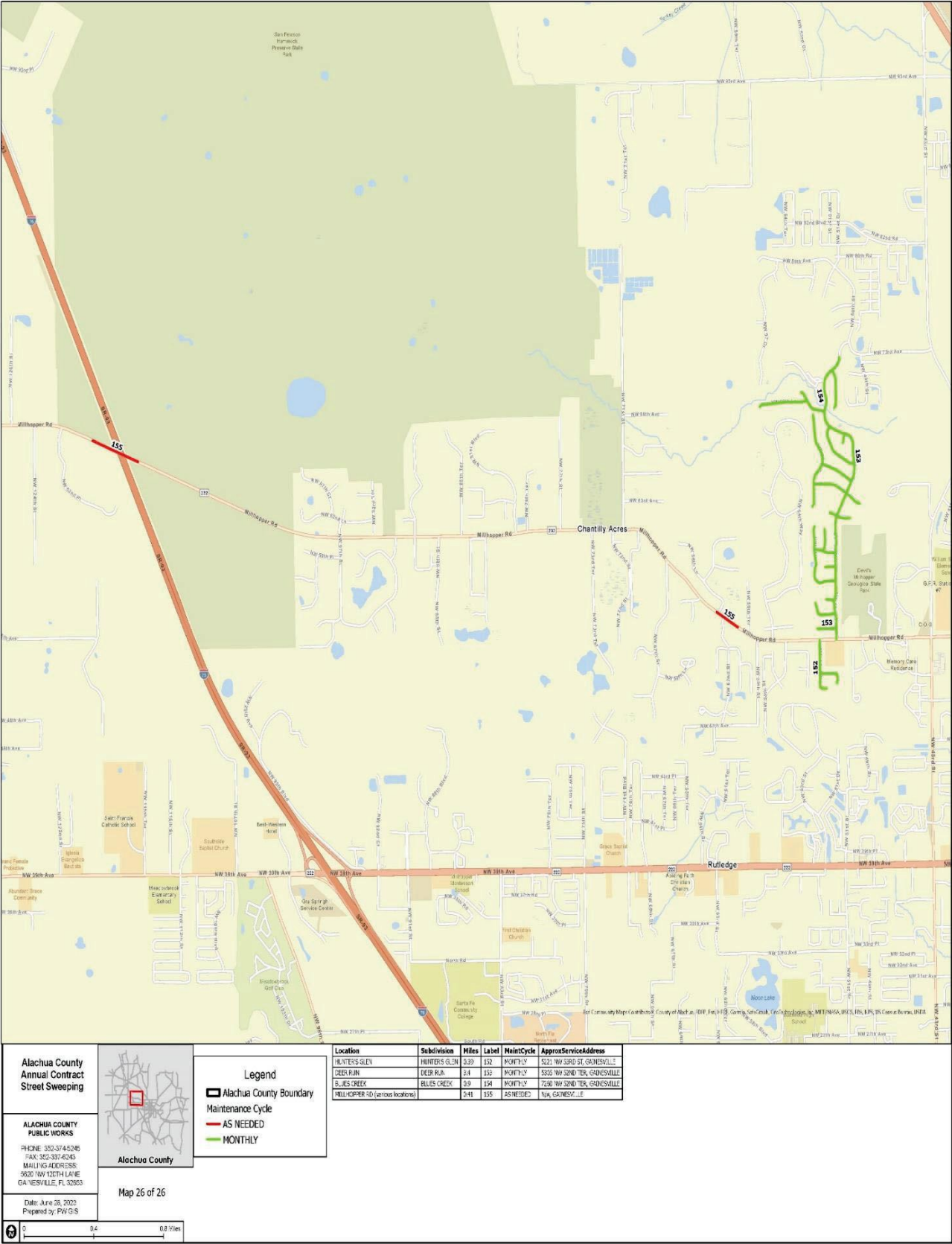


Exhibit 2: Rate Schedule

Line Item	Description	Map Page	Quantity	Unit of Measure	Frequency	Unit Cost	Total
1	MELROSE	1	0.29	Mile	Every-Other Month	\$77.16	\$22.3764
2	SE 69 AV	2	0.69	Mile	Every-Other Month	\$77.16	\$53.2404
3	HOGTOWN CREEK BRIDGE (SW 20 AVE)	3	0.05	Mile	Every-Other Month	\$77.16	\$3.858
4	CREEK PARK EST	4	0.74	Mile	Every-Other Month	\$77.16	\$57.0984
5	EASTWOOD MEADOWS	4	0.31	Mile	Every-Other Month	\$77.16	\$23.9196
6	GREEN ACRES	4	0.75	Mile	Every-Other Month	\$77.16	\$57.87
7	JACKS S/D	4	0.73	Mile	Every-Other Month	\$77.16	\$56.3268
8	LAKE FOREST FARMS	4	0.49	Mile	Every-Other Month	\$77.16	\$37.8084
9	LAKE FOREST GLEN	4	0.36	Mile	Every-Other Month	\$77.16	\$27.7776
10	PINE ACRES	4	0.37	Mile	Every-Other Month	\$77.16	\$28.5492
11	SE 47 ST	4	0.25	Mile	Every-Other Month	\$77.16	\$19.29
12	SE 48 ST	4	0.25	Mile	Every-Other Month	\$77.16	\$19.29
13	CELEBRATION OAKS	5	0.29	Mile	Every-Other Month	\$77.16	\$22.3764
14	DEVONSHIRE HILLS	5	1.31	Mile	Every-Other Month	\$77.16	\$101.0796
15	GREEN GROVE	5	1.08	Mile	Every-Other Month	\$77.16	\$83.3328
16	GREENTREE VILLAGE	5	0.52	Mile	Every-Other Month	\$77.16	\$40.1232
17	KREFTWOOD ESTATES	5	0.71	Mile	Every-Other Month	\$77.16	\$54.7836
18	LANA'S PLACE S/D	5	0.21	Mile	Every-Other Month	\$77.16	\$16.2036
19	MCNEIL/JACKS 2	5	0.37	Mile	Every-Other Month	\$77.16	\$28.5492
20	MCRAE MANOR	5	0.07	Mile	Every-Other Month	\$77.16	\$5.4012
21	SE 35 AVE	5	0.13	Mile	Every-Other Month	\$77.16	\$10.0308
22	SE 35 ST	5	1.63	Mile	Every-Other Month	\$77.16	\$125.7708
23	SE 38 CT (DEVONWOOD)	5	0.08	Mile	Every-Other Month	\$77.16	\$6.1728
24	SE 39 PL (MELTON MANOR)	5	0.12	Mile	Every-Other Month	\$77.16	\$9.2592
25	SHADY LAWN ESTATES	5	0.53	Mile	Every-Other Month	\$77.16	\$40.8948

26	CHACHALA PARK / IDYLWILD	6	0.79	Mile	Every-Other Month	\$77.16	\$60.9564
27	COUNTRY CLUB ESTATES	6	2.62	Mile	Every-Other Month	\$77.16	\$202.1592
28	IDYLWILD LN	6	0.18	Mile	Every-Other Month	\$77.16	\$13.8888
29	OAKS OF KANAPAHA	6	0.37	Mile	Every-Other Month	\$77.16	\$28.5492
30	SERENOLA ESTATES	6	0.53	Mile	Every-Other Month	\$77.16	\$40.8948
31	SW 43 ST	6	0.51	Mile	Every-Other Month	\$77.16	\$39.3516
32	SW 56 TER	6	0.23	Mile	Every-Other Month	\$77.16	\$17.7468
33	SW 62 AV	6	0.13	Mile	Every-Other Month	\$77.16	\$10.0308
34	ESTATES OF WILDS PLANTATION	12	1.51	Mile	As Needed	\$77.16	\$116.5116
35	SCHOOL HOUSE RD	11	1.03	Mile	Every-Other Month	\$77.16	\$79.4748
36	LONGLEAF	7	4.58	Mile	As Needed	\$77.16	\$353.3928
37	OAKMONT PHASE 1	12	3.46	Mile	As Needed	\$77.16	\$266.9736
38	WILLOW OAK PLANTATION	7	2.43	Mile	As Needed	\$77.16	\$187.4988
39	WINDWARD MEADOWS	12	0.98	Mile	Every-Other Month	\$77.16	\$75.6168
40	HAILE PLANTATION	11	26.61	Mile	Every-Other Month	\$77.16	\$2,053.2276
41	WILDS PLANTATION	12	2.36	Mile	Every-Other Month	\$77.16	\$182.0976
42	SW 110 TER (BILTMORE)	12	0.25	Mile	Every-Other Month	\$77.16	\$19.29
43	GARISON WAY	9	1.37	Mile	Every-Other Month	\$77.16	\$105.7092
44	GREENLEAF	9	1.6	Mile	Every-Other Month	\$77.16	\$123.456
45	TOWER VILLAGE	9	1.03	Mile	Every-Other Month	\$77.16	\$79.4748
46	SW 46 BLVD	11	2.15	Mile	Every-Other Month	\$77.16	\$165.894
47	STILLWIND	10	1.77	Mile	Every-Other Month	\$77.16	\$136.5732
48	VALWOOD	10	3.36	Mile	Every-Other Month	\$77.16	\$259.2576
49	ELOISE GARDENS	8	1.19	Mile	As Needed	\$77.16	\$91.8204
50	MENTONE	7	3.44	Mile	Every-Other Month	\$77.16	\$265.4304
51	SW 75 ST (various locations)	9	0.66	Mile	Every-Other Month	\$77.16	\$50.9256
52	OAKMONT PHASE 2 AND 3	12	9.17	Mile	As Needed	\$77.16	\$707.5572
53	LUGANO	8	0.52	Mile	As Needed	\$77.16	\$40.1232
54	LUGANO PHASE 2	8	0.67	Mile	As Needed	\$77.16	\$51.6972
55	HICKORY FOREST	8	1.86	Mile	Every-Other Month	\$77.16	\$143.5176

56	CHESTNUT VILLAGE	8	0.88	Mile	As needed	\$77.16	\$67.9008
57	SW 61 ST	13	0.38	Mile	Every-Other Month	\$77.16	\$29.3208
58	SW 8 AV	13	0.79	Mile	Every-Other Month	\$77.16	\$60.9564
59	BUCKINGHAM	15	3.9	Mile	Every-Other Month	\$77.16	\$300.924
60	FT CLK FOREST	17	1.19	Mile	Every-Other Month	\$77.16	\$91.8204
61	HAMILTON HEIGHTS / HAMILTON POND	17	3.01	Mile	Every-Other Month	\$77.16	\$232.2516
62	TOWER HILL OFFICE COMPLEX	15	0.66	Mile	Every-Other Month	\$77.16	\$50.9256
63	NW 75 ST	15	0.44	Mile	Every-Other Month	\$77.16	\$33.9504
64	JOCKEY CLUB	18	0.67	Mile	Every-Other Month	\$77.16	\$51.6972
65	FLETCHER'S PARK CLUSTER	18	0.97	Mile	Every-Other Month	\$77.16	\$74.8452
66	WESTCHESTER MANOR	15	1.46	Mile	Every-Other Month	\$77.16	\$112.6536
67	WOODLANDS	14	1.05	Mile	Every-Other Month	\$77.16	\$81.018
68	COBBLEFIELD	14	3.94	Mile	Every-Other Month	\$77.16	\$304.0104
69	SUGARFOOT OAKS	13	1.31	Mile	Every-Other Month	\$77.16	\$101.0796
70	FAIRFIELD	14	1.19	Mile	Every-Other Month	\$77.16	\$91.8204
71	CAMBRIDGE FOREST	16	1.99	Mile	Every-Other Month	\$77.16	\$153.5484
72	GRANITE PARK	16	0.92	Mile	Every-Other Month	\$77.16	\$70.9872
73	CHENEY WALK ESTATES	16	0.94	Mile	As Needed	\$77.16	\$72.5304
74	WESTWOOD	14	0.97	Mile	Every-Other Month	\$77.16	\$74.8452
75	AVALON	14	1.71	Mile	Every-Other Month	\$77.16	\$131.9436
76	TOWER OAKS	13	2.32	Mile	Every-Other Month	\$77.16	\$179.0112
77	RESERVE, THE	14	0.65	Mile	Every-Other Month	\$77.16	\$50.154
78	WESTPOINT	13	0.22	Mile	Every-Other Month	\$77.16	\$16.9752
79	CEDAR RIDGE	13	1.12	Mile	Every-Other Month	\$77.16	\$86.4192
80	SW 73 TER (CARRIAGE HOUSE LANE)	13	0.06	Mile	Every-Other Month	\$77.16	\$4.6296
81	SW 8TH AVE	18	0.99	Mile	Every-Other Month	\$77.16	\$76.3884
82	TOWN OF TIOGA	18	5.61	Mile	As Needed	\$77.16	\$432.8676
83	TARA ESTATES	18	0.36	Mile	As Needed	\$77.16	\$27.7776
84	TOWN OF TIOGA PHASE 17	18	0.52	Mile	As Needed	\$77.16	\$40.1232

85	TOWN OF TIOGA PHASE 18	18	0.35	Mile	As Needed	\$77.16	\$27.006
86	AMARIAH PARK	18	0.89	Mile	As Needed	\$77.16	\$68.6724
87	GLORIA'S WAY	18	0.54	Mile	As Needed	\$77.16	\$41.6664
88	SW 75 ST	15	0.56	Mile	Every-Other Month	\$77.16	\$43.2096
89	NW 15 PL	21	0.41	Mile	Every-Other Month	\$77.16	\$31.6356
90	CHELSEA LANE	21	0.2	Mile	Every-Other Month	\$77.16	\$15.432
91	ARBOR GREENS PHASE 2	19	0.85	Mile	As Needed	\$77.16	\$65.586
92	FORT CLARKE BLVD	21	1.09	Mile	Every-Other Month	\$77.16	\$84.1044
93	SOUTH POINT	20	2.44	Mile	As Needed	\$77.16	\$188.2704
94	BROADMOOR	20	2.9	Mile	Every-Other Month	\$77.16	\$223.764
95	OAKCREST	21	1.44	Mile/	Every-Other Month	\$77.16	\$111.1104
96	EAGLE POINT	21	1.76	Mile	Every-Other Month	\$77.16	\$135.8016
97	STRAWBERRY FIELDS	19	0.58	Mile	As Needed	\$77.16	\$44.7528
98	ELLIS PARK	21	1.62	Mile	Every-Other Month	\$77.16	\$124.9992
99	HILLS OF SANTA FE	21	1.5	Mile	Every-Other Month	\$77.16	\$115.74
100	NW 39 AVE	21	0.49	Mile	Every-Other Month	\$77.16	\$37.8084
101	COUNTRYSIDE	21	2.34	Mile	Every-Other Month	\$77.16	\$180.5544
102	PINE HILL EST	20	3.08	Mile	Every-Other Month	\$77.16	\$237.6528
103	RIDGEMONT	20	0.92	Mile	Every-Other Month	\$77.16	\$70.9872
104	WELLINGTON PL	21	1.86	Mile	Every-Other Month	\$77.16	\$143.5176
105	FLETCHER'S MILL	20	1.74	Mile	Every-Other Month	\$77.16	\$134.2584
106	ARBOR GREENS	19	1.42	Mile	Every-Other Month	\$77.16	\$109.5672
107	TURNBERRY LAKE	19	2.62	Mile	As Needed	\$77.16	\$202.1592
108	CARAWAY	19	0.58	Mile	As Needed	\$77.16	\$44.7528
109	BELMONT	19	2.21	Mile	As Needed	\$77.16	\$170.5236
110	WEATHERLY	21	0.93	Mile	Every-Other Month	\$77.16	\$71.7588
111	BROOKFIELD	21	1.35	Mile	Every-Other Month	\$77.16	\$104.166
112	NW 138 TER	19	0.14	Mile	As Needed	\$77.16	\$10.8024
113	NW 140 TER	19	0.14	Mile	As Needed	\$77.16	\$10.8024
114	NW 2 LN	19	0.36	Mile	As needed	\$77.16	\$27.7776
116	NW 27 AVE	23	0.25	Mile	Every-Other Month	\$77.16	\$19.29
117	NW 51 ST	23	0.25	Mile	Every-Other Month	\$77.16	\$19.29

118	NW 55 ST	23	0.25	Mile	Every-Other Month	\$77.16	\$19.29
119	NORTH FLORIDA HOSPITAL	22	1.24	Mile	Every-Other Month	\$77.16	\$95.6784
120	VILLAGES OF SANTA FE	24	0.74	Mile	Every-Other Month	\$77.16	\$57.0984
121	PARK AVE RESIDENTIAL	22	0.82	Mile	Every-Other Month	\$77.16	\$63.2712
122	UNIVERSITY ACRES	22	0.35	Mile	Every-Other Month	\$77.16	\$27.006
123	MISTY HOLLOW	24	0.39	Mile	Every-Other Month	\$77.16	\$30.0924
124	BLACK OAKS	23	0.93	Mile	Every-Other Month	\$77.16	\$71.7588
125	WYNDWOOD HILLS	24	0.69	Mile	Every-Other Month	\$77.16	\$53.2404
125	WYNDWOOD HILLS	24	0.29	Mile	Every-Other Month	\$77.16	\$22.3764
126	HICKORY WOODS	24	0.47	Mile	Every-Other Month	\$77.16	\$36.2652
127	BARRINGTON PL	24	0.29	Mile	Every-Other Month	\$77.16	\$22.3764
128	RICHMOND	23	1.58	Mile	Every-Other Month	\$77.16	\$121.9128
129	BUCK RIDGE	23	0.47	Mile	Every-Other Month	\$77.16	\$36.2652
130	BENWOOD ESTATE	23	1.46	Mile	Every-Other Month	\$77.16	\$112.6536
131	BUCK RIDGE WEST	23	0.6	Mile	Every-Other Month	\$77.16	\$46.296
132	KIMBERLY WOODS	23	0.91	Mile	Every-Other Month	\$77.16	\$70.2156
133	TIMBERWAY	23	0.6	Mile	Every-Other Month	\$77.16	\$46.296
134	NORTHRIDGE	24	1.06	Mile	Every-Other Month	\$77.16	\$81.7896
135	HEATHERWOOD	23	0.52	Mile	Every-Other Month	\$77.16	\$40.1232
136	SAVANNAH PLACE	23	0.2	Mile	Every-Other Month	\$77.16	\$15.432
137	SUMMIT OAKS	24	1.13	Mile	Every-Other Month	\$77.16	\$87.1908
138	HYDE PARK	23	0.31	Mile	Every-Other Month	\$77.16	\$23.9196
139	NW 36 PL / NW 91 ST	24	0.4	Mile	Every-Other Month	\$77.16	\$30.864
140	AUTUMN WOODS	23	0.33	Mile	Every-Other Month	\$77.16	\$25.4628
141	TIMBERLANE	23	0.56	Mile	Every-Other Month	\$77.16	\$43.2096
142	NW 45 ST	23	0.12	Mile	Every-Other Month	\$77.16	\$9.2592
143	PARK AVE OFFICE	22	0.4	Mile	Every-Other Month	\$77.16	\$30.864
144	NW 83 ST	24	1	Mile	Every-Other Month	\$77.16	\$77.16
145	NW 92 CT	24	0.16	Mile	Every-Other Month	\$77.16	\$12.3456
146	HUNTINGTON	25	3	Mile	Every-Other Month	\$77.16	\$231.48
147	NW 51 ST	25	0.36	Mile	Every-Other Month	\$77.16	\$27.7776
148	ROBINLANE	25	1.45	Mile	Every-Other Month	\$77.16	\$111.882

149	SUMMER CREEK	25	1.62	Mile	Every-Other Month	\$77.16	\$124.9992
150	EMERALD WOODS	25	2.51	Mile	Every-Other Month	\$77.16	\$193.6716
151	RUSTLEWOOD	25	0.51	Mile	Every-Other Month	\$77.16	\$39.3516
152	HUNTER'S GLEN	26	0.39	Mile	Every-Other Month	\$77.16	\$30.0924
153	DEER RUN	26	3.4	Mile	Every-Other Month	\$77.16	\$262.344
154	BLUES CREEK	26	0.9	Mile	Every-Other Month	\$77.16	\$69.444
155	MILLHOPPER RD (various locations)	26	0.41	Mile	As Needed	\$77.16	\$31.6356
156	SW 63 BLVD	6	0.04	Mile	Every-Other Month	\$77.16	\$3.0864
A	<u>Additional 2 Lane Roadways</u>		10	Mile	As Needed	100	1000
B	Additional 4 Lane Roadway		10	Mile	As Needed	200	2000
	Total						\$15,476.7528 18,476.7528

Exhibit 3: Insurance Requirements

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.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

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

OTHER INSURANCE PROVISIONS

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 contract 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

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

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).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: Navigators Specialty Insurance Company		36056
INSURER C: Axis Surplus Insurance Company		26620
INSURER D: Safety National Casualty Corporation		15105
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1910011864**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GL6676535	6/1/2023	6/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA6676536	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-000882635	6/1/2023	6/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	LDS4068227	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B D	Leased & Rented Equipment Pollution Liability Stop Gap Liability - OH			83MS AG3307 CH23ECPZ01ECGIC GL6676535	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	Limit: \$100,000 Each Incident/Ded: \$1,000,000/\$10,000 Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners
12 SE 1 St
Gainesville FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract and,
 - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

 - (a) The limits of insurance specified in the written contract or written agreement; or,
 - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

- (4) **Exclusions**
 - (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
 - (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2023

Policy No. CA 6676536

Endorsement No.

Named Insured SWEEP AMERICA HOLDINGS, LLC

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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)	Location(s) Of Covered Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	All locations where your work is performed.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	All locations where your work is performed.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Exhibit 4: Performance Bond

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO NO. , RFP, OR BID NO. :

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Agreement in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Oblige.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____
Witnesses as to Contractor Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____

PRINTED

NAME _____

SEAL

AND

TITLE:

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Street Sweeping Services with USA Services of Florida LLC

Contract No. 14027

ITB No. 24-229

The undersigned, who is authorized on behalf of the Contractor, 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 the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

USA Services of Florida
4141 Rockside Road Suite 100
Seven Hills, OH 44131
(407) 339-1800
{---Email Address---}

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____