

**AGREEMENT WITH
KELLY KLEAN, LLC
FOR ANNUAL LAWN MAINTENANCE FOR COUNTY PARKS
NO. 13866**

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 Kelly Klean, LLC, a Florida limited liability company ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County publicly issued an Invitation to Bid (ITB) 23-175 seeking qualified firms or individuals to provide annual lawn maintenance for certain Alachua County Parks; and

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

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

WHEREAS, the County desires to engage a 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**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform annual lawn maintenance for the Alachua County Parks, as more particularly described in the Scope of Services 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 2-year term(s), at the same terms and conditions. The Contractor may choose not to renew this Agreement with the County, provided the Contractor provides the County with written notice ninety 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. 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. 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 the Contractor for timely and completed Services for the certain Parks provided for Contractor in the Scope of Services attached in an amount not to exceed \$185,000.00 annually, as described in this Agreement and 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 Services 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:

Alachua County Parks and Open Space Director
210 SE 134 Ave.
Micanopy, FL 32667

- 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. **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"**.

8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site caused by the Contractor. 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. Precautions shall be exercised by the Contractor at all times for the protection of employees, other persons and County 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.

9. **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.

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

11. **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 "4"**. 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:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$18.00 per hour without health benefits

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 Parks & Open Space Director 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, the County Manager or his/her designee 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 to the Contractor. The Parks & Open Space Director 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.
- 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 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 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. If the Contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate this Agreement effective on the day and at the time the bankruptcy petition is filed.
- 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:
Kelly Klean LLC
921 RED FOX WAY
MACCLEANNY, FL 32063-2264

To County:
Alachua County Parks and Open Space Director
210 SE 134 Ave.
Micanopy, FL 32667
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. Workplace Violence. Employees of Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

F. 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.

G. 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.

H. 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.

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

J. 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.

K. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

L. 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.

M. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she 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 terminate 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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 a 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.

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

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

CONTRACTOR

By: Sharon Dolby
Print: Sharon Dolby
Title: Owner
Date: 7/18/2023

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.

ALACHUA COUNTY, FLORIDA

By: A Prizzia
Anna Prizzia, Chair
Board of County Commissioners
Date: Aug 10, 2023

ATTEST

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

Approved as to form:
Diana Johnson
9E797AC46776481...
Alachua County Attorney's Office

(SEAL)

Exhibit 1 – Scope of Services

1. Mowing

The Contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through March. There will be days when the Contractor should plan on providing back up capacity due to the weather. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Should damage to any of the above listed occur, the contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties. Under no circumstances shall grass clippings be directed towards the sports turf fields at Jonesville and Veterans Parks. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the contractor to an off-site location, procured by the contractor at its sole cost and expense). Any papers, cans or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

2. Grass Height

Grass height shall be maintained on what is horticulturally correct (Max 3").

3. Debris and Trash

The Contractor, prior to each mowing, shall pick up debris and trash located on the ground within the mowing area. Debris that would be torn, ripped, scattered or further subdivided by the mower resulting in an objectionable appearance shall be picked up. All collected debris and trash shall be placed in or by a trash can for disposal by county personnel. Debris such as limbs, bushes or other large items shall be picked up and removed from the site by the Contractor.

4. Finish and Cleanup

The Contractor shall sweep or air-blow all hard surfaces, including those near a stormwater inlet or catch basin, to remove dirt, dust and/or clippings caused by the mowing. All mowing shall be performed in such a manner as to result in a standard of mowed grass or vegetation cut uniformly.

5. Trimming

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of six inches (6") maximum so as not to inflict trimmer damage of any kind to structure, equipment or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the County will carry out the work and there will be a charge to the Contractor.

6. Edging

Edging of all walks, curbs, edges of pavements and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.

7. Plant Growth

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. Herbicides, with prior written approval obtained from the County representative may be used to reduce undesired weeds. An appropriate vegetative-free circle shall be maintained around every tree and the size will be determined by the County representative.

8. Pruning/Trimming of Trees, Shrubs, Plants, Hedges and Ground Covers

The Contractor shall remove all limbs and debris from trees that have fallen each maintenance visit.

9. Plant Growth on Paved Surfaces

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, gravel beds, seams, joints, etc., shall be removed during each service visit. When using herbicides, prior written approval must be obtained from the County representative.

10. Maintenance Schedule

Maintenance may be performed Monday through Friday between 7:00 a.m. and 5:00 p.m. Deviations from this schedule must be arranged with the County representative. All mowing shall occur Monday - Friday unless prior authorization from the County is granted. The contractor will submit a schedule of what parks will be mowed on what days to the County once the contract has been executed.

11. Monthly Reports and Invoices

The Contractor shall complete and submit log sheets on a monthly basis indicating the location and date service performed along with their properly executed invoice for the work completed. The contractor may be required to conduct on-site inspections with the County representative on a monthly basis to verify satisfactory completion of contract requirements.

The Contractor's designated supervisor shall provide a status report for work performed to the designated County representative. The designated County representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized County holiday, the contractor must have the receipt signed by the next working day.

12. Irrigation System on Properties Mowed

The Contractor shall NOT be responsible for maintaining the irrigation system. The Contractor WILL be responsible for all damage to the irrigation system if brought on by the use of their mowers.

14. Environmental Laws/Ordinances

Contractors must comply with all local state and Federal environmental laws and ordinances.

15. Contractor Communication

Contractor must provide contact information and be able to be reached by phone while on County properties, in case of emergencies or additional services request. Contractor must call or email the County designee upon completion of schedule services.

16. Accountability

Contractor is responsible for work planning, workforce training and scheduling, and ensuring all work meets quality standards. The work schedule must be acceptable to County. Contractor must identify and correct any quality problems.

17. Safety

Contractor will use safe and acceptable work procedures at all times. All local, state and Federal laws, regulations, and directives affecting safety and health will be followed.

The Contractor shall provide all safety equipment associated with work within the specification to protect their employees.

18. Incident/Accident

Contractor must report any accidents involving personnel or property damages to Facilities Management (FM) immediately. FM will verify information and report it to the County's Risk Management Department.

19. Inspections

Parks and Open Space staff will inspect all work performed by the Contractor prior to approving of payment.

A supervisor or crew leader must be on-site to certify that all work has been completed according to the specifications of the contract. While the County will certainly monitor the Contractor's work for compliance with the contract specifications, it is not the County's responsibility to supervise or monitor the work of crews performing the work. If the County has to frequently contact the Contractor about issues, it is indicative of improper supervision by the Contractor, and the County may terminate the contract for cause.

The supervisor or crew leader will inspect grounds services prior to leaving the site verifying that the work is performed according to the specifications. If any problems are identified, the contractor will have 24 hours to return to the site and remedy and/or correct deficiencies, failure to do so may result in a delay of payment.

20. Mowing Season and Frequency

The Contractor shall mow all areas once a week during the months of April through October and on an as needed basis as determined by the Parks Office during the month of November through March. During extended rainy or dry periods, Contractor shall mow as conditions dictate. If weather conditions prevent mowing or edging on the scheduled day, then Contractor shall perform the mowing and edging the following day. If the wet or dry weather persists, Contractor shall coordinate with the County to set up an alternate schedule. Contractor shall not mow wet or severely drought-stressed turf.

21. Mowing Areas

The Contractor shall be responsible for personally inspecting each schedule location to become familiar with the existing conditions and determining the actual acreage to be mowed prior to submitting a response to this bid.

Contractor shall be responsible for repairing/replacing any lawns/grasses that is damaged as a result of failing to cut according to industry standards.

22. Frequency and Scheduled Locations

Annual Lawn Sample Schedule												
Parks	January	February	March	April	May	June	July	August	September	October	November	December
Quadrant # 1												
High Springs Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Ceilon Oak	2	2	2	4	4	5	4	5	4	4	2	2
Monteocha	2	2	2	4	4	5	4	5	4	4	2	2
Poe Springs	2	2	2	4	4	5	4	5	4	4	2	2
Quadrant # 2												
Lake Alto	2	2	2	4	4	5	4	5	4	4	2	2
Santa Fe Lake	2	2	2	4	4	5	4	5	4	4	2	2
Melrose Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Owen Illinois	2	2	2	4	4	5	4	5	4	4	2	2
Copeland	2	2	2	4	4	5	4	5	4	4	2	2
Quadrant # 3												
Holden	2	2	2	4	4	5	4	5	4	4	2	2
Lochloosa	2	2	2	4	4	5	4	5	4	4	2	2
Kate Barnes Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Grove	2	2	2	4	4	5	4	5	4	4	2	2
Earl P. Powers	2	2	2	4	4	5	4	5	4	4	2	2
Chestnut	2	2	2	4	4	5	4	5	4	4	2	2
Quadrant # 4												
Squirrel Ridge	2	2	2	4	4	5	4	5	4	4	2	2
Veterans	2	2	2	4	4	5	4	5	4	4	2	2
Watermelon Pond	2	2	2	4	4	5	4	5	4	4	2	2
Jonestown Park	2	2	2	4	4	5	4	5	4	4	2	2

23. Equipment

The equipment used by the Contractor must be commercial grade and have all safety device and/or switches as per manufactured design and be in good repair and shall be maintained to produce a clean, sharp level cut and uniform distribution of the cuttings at all times.

24. Staffing

The Contractor must provide a minimum of four (4) employees.

The Contractor must submit schedule with the number of employees, during peak mowing time and seasons with the number of hours each day, number of hours per week and the hourly rate the vendor is paying employees.

25. Permits and Licenses

The Contractor and their employees shall be properly permitted and have any and all Federal, State and local licenses required engaging in the work set forth in this Scope of Service including pesticides and fertilizers certification. Documented proof of this must be submitted with bid documents.

26. Required Experience

The Contractor must have a minimum of 4 (four) years' experience in commercial lawn maintenance, landscaping

The Contractor must have a minimum of 2 (two) years experience of similar contract work undertaken for other municipalities and/or governmental agencies as the primary vendor assigned to that contract. Work as a subcontractor will not substitute as experience for primary contract vendor.

The Contractor must provide a reference list at least (3) commercial clients, addresses, telephone numbers and contact persons for whom services have been performed.

A statement indicating the location of the company. Also, state how long your company has been in existence

27. Quadrant #1 High Springs Boat Ramp

High Springs Boat Ramp

The work area consists of both sides of the roadway from the boat ramp to 300 feet south of the boat ramp; the area around the boat ramp; and from the end of the pavement to the river.

28. Quadrant #1 Cellon Oak

Cellon Oak

The work area consists of all the fenced in area. Use caution not to damage the tree roots. Use a weed trimmer around the base of the tree and its roots. The roadway (NW 169 Place) to the park is included in the mowing.

29. Quadrant #1 Montechoa

Montechoa

The work area consists of all accessible areas within the five acres including ditches and the ball field. The park is bounded on two sides by ditches.

30. Quadrant #1 Poe Springs Park

Poe Springs Park

The work area will consist of all accessible areas within the park boundaries and 100 feet each way on the park side of the park entrance along NW 182nd Avenue Poe Springs Rd. The mowing area will consist of mowing around all building and pavilions and grass open spaces, both sides of the entrance road and park side of NW 182nd Avenue. The grass areas around the spring area and walkways, board walks, boat ramp and dock areas and the multi-use field.

31. Quadrant #4 Squirrel Ridge

Veterans Park – Kanapaha

The work area consists of all accessible areas within the park boundaries and the roadways adjacent to the continuous with the park along SW 75th Street and SW 41st Place. The grass areas around the Veteran's Memorial located in the center of the paved parking area of the park is included. The soccer fields are not included. When mowing within 20 feet of the soccer fields all grass debris shall be aimed

away from the fields at all times. The common area between the fields is not included in the mowing bid. The walking trails shall be edged quarterly to maintain the full width of the trail using best practices.

32. Quadrant #4 Watermelon Pond

Watermelon Pond

The work area consists of all accessible areas within the park boundaries and 50 feet north of the park entrance on both sides of SW 250th Street.

33. Quadrant #4 Jonesville Park

Jonesville Park

The park consists of (87) acres but the work area will consist only of (48) acres to be mowed. The mowing area will consist of mowing around all buildings, overflow parking including the Cricket Field which are to be cut on the same schedule as the remainder of the park, walking trails – at least one pass on each side, both sides of the entrance road, and the park side of Highway 241 and 32nd Avenue. “Men at Work” signs shall be posted when working on right of ways. The vine hedge along the chain link fence on Highway 241 shall be trimmed back to 12 inches off the fence on a quarterly basis. When mowing within 20 feet of the soccer or baseball fields all grass debris shall be aimed away from the fields at all times. The common area between the fields is not included in the mowing bid. The walking trails shall be edged quarterly to maintain the full width of the trail using best practices.

34. Changes to Acreage Mowed

Any changes by the County in the amount of acreage to be mowed in a park shall result in a corresponding change in the payment to the Contractor. The change in payment shall be based upon the cost per acre within this bid, Pricing Form.

35. Approximate Acreage for Mowing Quadrant #1

A. High Springs Boat Ramp

1. Appx Mowing Acreage: 0.25
2. Address: At the end of NW 210th Lane, High Springs

B. Cellon Oak

1. Appx Mowing Acreage: 4.0
2. Address: 100 NW 169th Place, Lacrosse

C. Montechoa

1. Appx Mowing Acreage: 5.0
2. Address: 803 NW 192nd Place, Montechoa

D. Poe Springs

1. Appx Mowing Acreage: 30.0
2. Address: 28800 NW 182nd Avenue, High Springs

36. Approximate Acreage for Mowing Quadrant #4

A. Squirrel Ridge

1. Appx Mowing Acreage: 14.0
2. Address: 1603 SW Williston Road, Gainesville

B. Veterans Memorial Park at Kanapaha

1. Appx Mowing Acreage: 24.0
2. Address: 7400 SW 41st Place, Gainesville

C. Watermelon Pond

1. Appx Mowing Acreage: 3.0
2. Address: 10700 SW 250th Street, Newberry

D. Jonesville Park

1. Appx Mowing Acreage: 48.0
2. Address: 14100 NW 32nd Avenue, Jonesville

EXHIBIT 2: RATE SCHEDULE

Description	Amount Per Mowing	Unit Cost
Quadrant #1 High Springs Boat Ramp	Cost Per Mow	\$50.00
Quadrant #1 Cellon Oak	Cost Per Mow	\$225.00
Quadrant #1 Monteocha	Cost Per Mow	\$300.00
Quadrant #1 Poe Springs Park	Cost Per Mow	\$775.00
Quadrant #4 Squirrel Ridge	Cost Per Mow	\$400.00
Quadrant #4 Veterans Park – Kanapaha	Cost Per Mow	\$600.00
Quadrant #4 Watermelon Pond	Cost Per Mow	\$140.00
Quadrant #4 Jonesville Park	Cost Per Mow	\$1,100.00
Changes to Acreage Mowed	Cost Per Acre	\$40.00

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

MAIL, EMAIL or FAX CERTIFICATES to Parks & Open Space - jmaurer@alachuacounty.us

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Lawn Maintenance for County Parks, ITB 23-175

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.

KELLY KLEAN, LLC

921 Red Fox Way

Macclenny, FL 32063

CONTRACTOR

By: Sharon Dolby

Print: SHARON DOLBY

Title: OWNER

Date: 7-18-2023

Item #8f, 23-00387, 08082023

Final Audit Report

2023-08-10

Created:	2023-08-09
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1S4SzO-Tq_UfzVFUvBr6p0OQ4AzRr4dZ

"Item #8f, 23-00387, 08082023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
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-  Document emailed to bocchairsignature@alachuacounty.us for signature
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-  Email viewed by bocchairsignature@alachuacounty.us
2023-08-10 - 7:16:24 PM GMT- IP address: 163.120.80.69
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-08-10 - 7:16:41 PM GMT- IP address: 163.120.80.69
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
Signature Date: 2023-08-10 - 7:16:43 PM GMT - Time Source: server- IP address: 163.120.80.69
-  Document emailed to jki@alachuaclerk.org for signature
2023-08-10 - 7:16:45 PM GMT
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2023-08-10 - 7:49:11 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-08-10 - 7:49:34 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-08-10 - 7:49:36 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-08-10 - 7:49:36 PM GMT