

**AGREEMENT BETWEEN ALACHUA COUNTY &
ALLEN JONES LANDSCAPING, LLC
FOR ANNUAL RIGHT-OF-WAY MOWING SERVICES ON ALACHUA COUNTY ROADS
NO. 13801**

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 Allen Jones Landscaping, LLC, a Florida Limited Liability Corporation 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 a(n) ITB 23-214 seeking qualified firms or individuals to provide Annual Right-of-Way Mowing Services on Alachua County Roads; 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 Right-of-Way Mowing Services for Alachua County Roads, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”**, and for those locations listed in **Exhibit “2”**, 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 (“effective date”) and continues until the September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional one-year terms at the same terms and conditions outlined herein.
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 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 **One Hundred Fifty-Four Thousand, Nine Hundred Forty-One Dollars and Ten Cents (\$154,941.10)** (“NTE amount”) for the period commencing upon execution (“effective date”) and continuing through September 30, 2023. The Contractor shall be paid a sum NOT TO EXCEED **Three Hundred Nine Thousand, Eight-Hundred Eighty-Two Dollars and Twenty Cents (\$309,882.20)** for each Fiscal Year thereafter (“NTE Annual Contract Price”). For the purpose of this Agreement, a Fiscal Year is defined as the period of time from October 1st through September 30th. Additionally, the Annual Contract Price SHALL NOT EXCEED **Three Hundred Nine Thousand, Eight Hundred Eighty-Two Dollars and Twenty Cents (\$309,882.20)** per Fiscal Year (“NTE Annual Contract Price”). 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
8620 NW 120th Lane
Gainesville, FL 32653
oogedengbe@alachuacounty.us
- 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. 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. 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 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 the allotted time as specifically provided in 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 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 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:

Allen Jones Landscaping, LLC
21907 North State Road 235
Booker, Florida 32622
(352) 281-4743
ajlawncare17@yahoo.com

To County:

Public Works
8620 NW 120th Lane
Gainesville, FL 32653
(352) 548-1315
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. 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>

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 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 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.

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: 

Anna Prizzia, Chair

Board of County Commissioners

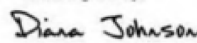
Date: Apr 18, 2023

ATTEST



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

APPROVED AS TO FORM

DocuSigned by:

9E797AC4677B481

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:

AA71941976E14B8

By: Allen Jones

Print: _____

Title: owner/operator

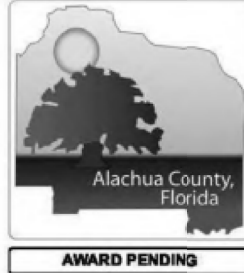
Date: 3/27/2023

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

3/17/23, 7:30 AM

Project Detail



Annual Right of Way Mowing for County Roads Rebid

Invitation To Bid

Public Works

96800, 98836, 98856, 98875

Project ID: ITB 23-214r - mb

Release Date: Wednesday, December 28, 2022

Due Date: Wednesday, February 8, 2023 2:00pm

Posted Wednesday, December 28, 2022 12:00pm

Bid Unsealed Wednesday, February 8, 2023 2:01pm

Pricing Unsealed Wednesday, February 8, 2023 2:01pm

All dates & times in Eastern Time

5. Scope of Services

1. Right of Way Mowing

1.0 SCOPE

1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the Technical Specifications shall govern.

2.0 SPECIFICATIONS

2.1 There will be no fuel price adjustments for this contract.

2.2 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

3/17/23, 7:30 AM

Project Detail

Uniform Traffic Control Devices. During mowing operation, traffic shall be maintained in accordance with all federal, state and local rules and regulations.

2.3 Contractor shall provide a weekly update on the list of completed roadways to the Director or his designee no later than 12 PM at the beginning of each work week. Work weeks that begin with a County Holiday(s) shall be considered to begin the following day. Any deficiency in the contractor's performance will be reported to the contractor within seventy-two (72) hours following submission of the weekly update, and such deficiencies shall be corrected by the contractor no later than seventy-two (72) hours following receipts of such notice.

2.4 All mowing, trimming, edging, and care will be monitored by the Department Director, or his designee and the Contractor will notify the County via email within 24 hours of completion of each cycle for inspection. Failure to notify the County within this time will require the Contractor to make an additional cycle at no charge to the County.

2.5 Payment to the contractor will be determined by actual miles mowed by the contractor at the end of each mowing cycle. Payment will not be processed for any route mow more than once within a mowing cycle.

2.6 The contractor shall supply all materials, equipment, vehicles and personnel needed to provide the service in accordance with these specifications.

2.7 The Contractor will be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.

2.8 Hours of operation will be from sunrise to sunset, EXCEPT Sundays, and holidays as identified by the County.

2.9 While it is recognized that some of the actual right of way areas may be mowed by the adjacent home owner, the area is the responsibility of awarded vendor and shall still require mowing, weed eating, and/or clean up.

2.10 MOWING: The number of mowing cycles per fiscal year shall be Twelve (12), Two (2) cycles, (1 cut per month) for March and April, and Ten (10) cycles (2 cuts per month) from May to September. Mowing is defined as cutting of grass/vegetation, and clean-up of cut grass/vegetation from right-of-way line to right-of-way line. Grass shall be cut to a maximum of 3". Weed eating will be done around all fences, guardrails, signs, sidewalks, concrete headwalls, curbing traffic separators and any & all other vertical apparatuses in the right-of-way. The Contractor shall also keep all fences free of plants and weeds. All trash will be picked up and properly dispose of.

2.11 LITTER REMOVAL: Seventeen (17) cycles in total. One (1) cycle per each mowing cycle, Five (5) cycles, one cycle per month between October and February. Complete each independent litter removal cycle within 14 calendar days of beginning the cycle. When litter pick up is concurrent with a mowing

<https://procurement.opengov.com/governments/3521/projects/32494/sourcing?section=264927>

2/3

3/17/23, 7:30 AM

Project Detail

cycle, remove litter prior to mowing operations. All trash will be picked up and properly disposed of.

2.12 EDGING: Twice per year, in June and September. Sidewalks, curbs, concrete gutters and medians shall be edged twice in a fiscal year; additionally, plants and crack weeds shall be removed and cleaned off the sidewalks as applicable.

2.13 All sections of roadway include both sides of the road within the bounds of the right-of-way, with the following exceptions: SW 91st St. 900 block, west side, area is marked with "Do Not Mow" signs, NW 16th Ave. 2600 block median, marked with sign "Wildflowers Provided by Gainesville Garden Club".

2.14 All debris created by the Contractor shall be disposed of in accordance with local laws and regulations.

2.15 BID BOND: Bid Bond and Performance Bond are required for this project.

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

The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complied fully with these specifications.

Exhibit 2: Rate Schedule



Alachua County, Florida

Procurement

Darryl R. Kight, Interim Procurement Manager
County Administration Building, Gainesville, FL 32601

PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-214r - mb

Annual Right of Way Mowing for County Roads Rebid

RESPONSE DEADLINE: February 8, 2023 at 2:00 pm

Report Generated: Friday, March 17, 2023

AJ Lawn Care Proposal

CONTACT INFORMATION

Company:

AJ Lawn Care

Email:

ajlawncare17@yahoo.com

Contact:

Allen Jones

Address:

21907 North State Road 235
Brooker, FL 32622

Phone:

(352) 281-4743

Website:

N/A

Submission Date:

Jan 31, 2023 11:12 AM

PROPOSAL DOCUMENT REPORT
 ITB No. ITB 23-214r - mb
 Annual Right of Way Mowing for County Roads Rebid

33. Form of Bid Bond*
 Pass

Please download the below documents, complete, and upload.

- [Form of Bid Bond.pdf](#)

20230131_101630.pdf

Please Note: Responses to this question may be publicly displayed after the due date has passed.

PRICE TABLES

MOWING OPERATION (PER CYCLE)

Note: Segment lengths provided are centerline miles

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	NW 43rd St. from NW 53rd Ave./Millhopper Rd. to Newberry Rd.	3.3	Miles	\$420.00	\$1,386.00
2	NW 83rd St. from NW 23rd Ave. to NW 39th Ave.	1	Miles	\$420.00	\$420.00
3	NW 23rd Ave. from NW 43rd St. to NW 58th Blvd.	0.8	Miles	\$420.00	\$336.00
4	Fl. Clark Blvd. between NW 23rd Ave. and Newberry Rd.	1.1	Miles	\$420.00	\$462.00
5	SW 91st St. from Newberry Road to SW 24th Ave.	2	Miles	\$420.00	\$840.00
6	NW 16th Blvd. from NW 43rd St. to NW 34th Ave.	1.2	Miles	\$420.00	\$504.00
7	NW 16th Ave. from NW 34th Ave. to N Main St.	2.8	Miles	\$420.00	\$1,176.00
8	NW 16th Ave. from N Main St. to Waldo Rd.	1.4	Miles	\$420.00	\$588.00

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 Invitation To Bid - Annual Right of Way Mowing for County Roads Rebid
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 ITB No. ITB 23-214r - mb
 Annual Right of Way Mowing for County Roads Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	N Main St. from 8th Ave. to NW 39th Ave.	2	Miles	\$420.00	\$840.00
10	NW 36th Pl. from NW 91st St. to NW 92nd Ct.	0.17	Miles	\$420.00	\$71.40
11	NW 27th Ave. from NW 55th St. to NW 51st.	0.26	Miles	\$420.00	\$109.20
12	NW 91st St. from dead end to North Rd.	0.39	Miles	\$420.00	\$163.80
13	NW 92nd Ct. from NW 39th Ave. to dead end	0.6	Miles	\$420.00	\$252.00
14	NW 76th Blvd. from Newberry Rd. to dead end	0.4	Miles	\$420.00	\$168.00
15	NW 51st St. from NW 23rd Ave. to NW 39th Ave.	1	Miles	\$420.00	\$420.00
16	NW 182nd Ave. from NW 298th St. to NW SR 45	3.41	Miles	\$420.00	\$1,432.20
17	NW CR 241 from 140th St. to Peggy Rd.	0.45	Miles	\$420.00	\$189.00
18	NW 140th St. from W SR 235 to NW 167th Pl.	0.66	Miles	\$420.00	\$277.20
19	High Springs Main St. from NW 201 to US 441	0.49	Miles	\$420.00	\$205.80
20	SE 39th Pl. from SE 27th St. to dead end.	0.27	Miles	\$420.00	\$113.40
21	SE 27th St. from Hawthorne Rd. to SE 24th Pl.	0.94	Miles	\$420.00	\$394.80
22	SE 35th St. from Hawthorne Road to the end	1.6	Miles	\$420.00	\$672.00
23	SE 15th St. from Hawthorne Road to sidewalk ends on SW 41st Ave.	2.6	Miles	\$420.00	\$1,092.00
24	SE 43rd St. from East University Ave. to Hawthorne Rd.	1.1	Miles	\$420.00	\$462.00

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 Invitation To Bid - Annual Right of Way Mowing for County Roads Rebid
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 Annual Right of Way Mowing for County Roads Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
25	SE 163rd Ave. from SR 301 to SE 207th St.	0.13	Miles	\$420.00	\$54.60
26	SE 207th St. from dead end to SR 301	0.53	Miles	\$420.00	\$222.60
27	SE 165th Ave from SE 207th St. to SR 301	0.15	Miles	\$420.00	\$63.00
28	SE 162nd Ave. from SE 207th St. TO SR 301	0.12	Miles	\$420.00	\$50.40
29	SE 16th Ave. from dead end to Williston Rd.	0.07	Miles	\$420.00	\$29.40
30	SE CR 234 from NW 2ND Ave. to SE CR 234	0.3	Miles	\$420.00	\$126.00
31	SE 69th Ave. from SE 221 St. to Hawthorne Middle School	0.57	Miles	\$420.00	\$239.40
32	SE CR 2082 from Hawthorne Middle School to SE 210 St.	0.16	Miles	\$420.00	\$67.20
33	SW 8th Ave. from SW 122nd to SW 143 St.	1.44	Miles	\$420.00	\$604.80
34	SW 8th Ave. from SW 75th St. to SW 122nd St.	3	Miles	\$420.00	\$1,260.00
35	SW 8th Ave. from SW 75th to SW 61st	0.7	Miles	\$420.00	\$294.00
36	SW 20th/SW 24th Ave. from SW 43rd St. to SW 122nd St.	5.4	Miles	\$420.00	\$2,268.00
37	SW 20th Ave. from SW 34th St. to SW 42nd St.	0.9	Miles	\$420.00	\$378.00
38	SW 44th Ave. from SW 17TH Ter. to SW 21st St.	0.36	Miles	\$420.00	\$151.20
39	SW 21st St. from SW 44th Ave. to Williston Rd.	0.05	Miles	\$420.00	\$21.00
40	SW 20th Ter. from SW 48th Ave. to SW 44th Ave.	0.23	Miles	\$420.00	\$96.60

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 Annual Right of Way Mowing for County Roads Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	SW 73rd Ave. from SW 77th St. to SW 75th St.	0.13	Miles	\$420.00	\$54.60
42	SW 41st Pl. from SW 63rd Blvd. to SW 75th St.	0.18	Miles	\$420.00	\$75.60
43	SW 62nd Ave. from SW 43rd Ter. to SW 50th St.	0.35	Miles	\$420.00	\$147.00
44	SW 170th St. from SW 147th Ave. to SW 137th Ave.	0.41	Miles	\$420.00	\$172.20
45	SW 8th Ter. from dead end to SW 104th	0.07	Miles	\$420.00	\$29.40
46	SW 106th Pl. from dead end to dead end.	0.21	Miles	\$420.00	\$88.20
47	SW 104th Ave. from SW 8th Ter. to S HWY 441	0.77	Miles	\$420.00	\$323.40
48	SW 10th Ter. from dead end to SW 106th Pl.	0.67	Miles	\$420.00	\$281.40
49	NE Center St. from Wynnwood Ave. to Pine St.	0.18	Miles	\$420.00	\$75.60
50	NE Hampton St. from Devonia St. to SR 26	0.18	Miles	\$420.00	\$75.60
51	NE Trout St. from Wynnwood Ave. to Park St.	0.19	Miles	\$420.00	\$79.80
52	NE Quail St. from Devonia St. to SR 26	0.19	Miles	\$420.00	\$79.80
53	NE Lexington Ave. from Pine St. to SR 26	0.15	Miles	\$420.00	\$63.00
54	NE Pine St. from Center St. to Lexington Ave.	0.12	Miles	\$420.00	\$50.40
55	NE Devonia St. from Hampton St to Quail St.	0.14	Miles	\$420.00	\$58.80
56	NE Park St. from Center St. to Quail St.	0.18	Miles	\$420.00	\$75.60

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
57	NE 1st St. from NE 9th Ave. to East of HYW 441	0.77	Miles	\$420.00	\$323.40
TOTAL					\$20,554.80

COUNTY OWNED PROPERTIES - MOWING OPERATION (PER CYCLE)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	5606 159th Terrace, Hawthorne, FL 32640	3.16	Acres	\$75.00	\$237.00
59	10404 SW 24th Ave., Gainesville FL	3	Acres	\$75.00	\$225.00
60	Stormwater Management Facility 1 and 2 at the corner of SW 8th Ave. and SW 143rd St.	5.3	Acres	\$75.00	\$397.50
TOTAL					\$859.50

SUPPLEMENTAL MOWING SERVICES - ACREAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
61	Supplemental Mowing Services when requested by the County - Cost per Acre	5	Acres	\$75.00	\$375.00
TOTAL					\$375.00

SUPPLEMENTAL MOWING SERVICES - MILEAGE

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 Invitation To Bid - Annual Right of Way Mowing for County Roads Rebid
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 ITB No. ITB 23-214r - mb
 Annual Right of Way Mowing for County Roads Rebid

Note: Segment lengths provided are centerline miles

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
62	Supplemental Mowing Services when requested by the County - Cost per Mile	10	Miles	\$75.00	\$750.00
TOTAL					\$750.00

EDGING OPERATION (PER CYCLE)

Note: Segment lengths provided are centerline miles

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
63	NW 83rd St. from NW 23rd Ave. to NW 39th Ave.	1	Miles	\$50.00	\$50.00
64	NW 23rd Ave. from NW 43rd St. to NW 58th Blvd.	0.8	Miles	\$50.00	\$40.00
65	Fl. Clark Blvd. between NW 23rd Ave. and Newberry Rd.	1.1	Miles	\$50.00	\$55.00
66	SW 91st St. from Newberry Road to SW 24th Ave.	2	Miles	\$50.00	\$100.00
67	NW 16th Blvd. from NW 43rd St. to NW 34th Ave.	1.2	Miles	\$50.00	\$60.00
68	NW 16th Ave. from NW 34th Ave. to N Main St.	2.8	Miles	\$50.00	\$140.00
69	NW 16th Ave. from N Main St. to Waldo Rd.	1.4	Miles	\$50.00	\$70.00
70	N Main St. from 8th Ave. to NW 39th Ave.	2	Miles	\$50.00	\$100.00
71	NW 36th Pl. from NW 91st St. to NW 92nd Ct.	0.17	Miles	\$50.00	\$8.50

PROPOSAL DOCUMENT REPORT
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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
72	NW 27th Ave. from NW 55th St. to NW 51st.	0.26	Miles	\$50.00	\$13.00
73	NW 91st St. from dead end to North Rd.	0.39	Miles	\$50.00	\$19.50
74	NW 92nd Ct. from NW 39th Ave. to dead end	0.6	Miles	\$50.00	\$30.00
75	NW 76th Blvd. from Newberry Rd. to dead end	0.4	Miles	\$50.00	\$20.00
76	NW 51st St. from NW 23rd Ave. to NW 39th Ave.	1	Miles	\$50.00	\$50.00
77	NW 182nd Ave. from NW 298th St. to NW SR 45	3.41	Miles	\$50.00	\$170.50
78	NW CR 241 from 140th St. to Peggy Rd.	0.45	Miles	\$50.00	\$22.50
79	NW 140th St. from W SR 235 to NW 167th Pl.	0.66	Miles	\$50.00	\$33.00
80	High Springs Main St. from NW 201 to US 441	0.49	Miles	\$50.00	\$24.50
81	SE 39th Pl. from SE 27th St. to dead end.	0	Miles	\$0.00	
82	SE 27th St. from Hawthorne Rd. to SE 24th Pl.	0.94	Miles	\$50.00	\$47.00
83	SE 35th St. from Hawthorne Road to the end	1.6	Miles	\$50.00	\$80.00
84	SE 15th St. from Hawthorne Road to sidewalk ends on SW 41st Ave.	2.6	Miles	\$50.00	\$130.00
85	SE 43rd St. from East University Ave. to Hawthorne Rd.	1.1	Miles	\$50.00	\$55.00
86	SE 163rd Ave. from SR 301 to SE 207th St.	0	Miles	\$0.00	
87	SE 207th St. from dead end to SR 301	0	Miles	\$0.00	

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 Invitation To Bid - Annual Right of Way Mowing for County Roads Rebid
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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
88	SE 165th Ave from SE 207th St. to SR 301	0	Miles	\$0.00	
89	SE 162nd Ave. from SE 207th St. TO SR 301	0	Miles	\$0.00	
90	SE 16th Ave. from dead end to Williston Rd.	0.07	Miles	\$50.00	\$3.50
91	SE CR 234 from NW 2ND Ave. to SE CR 234	0	Miles	\$0.00	
92	SE 69th Ave. from SE 221 St. to Hawthorne Middle School	0.57	Miles	\$50.00	\$28.50
93	SE CR 2082 from Hawthorne Middle School to SE 210 St.	0	Miles	\$0.00	
94	SW 8th Ave. from SW 122nd to SW 143 St.	1.44	Miles	\$50.00	\$72.00
95	SW 8th Ave. from SW 75th St. to SW 122nd St.	3	Miles	\$50.00	\$150.00
96	SW 8th Ave. from SW 75th to SW 61st	0.7	Miles	\$50.00	\$35.00
97	SW 20th/SW 24th Ave. from SW 43rd St. to SW 122nd St.	5.4	Miles	\$50.00	\$270.00
98	SW 20th Ave. from SW 34th St. to SW 42nd St.	0.9	Miles	\$50.00	\$45.00
99	SW 44th Ave. from SW 17TH Ter. to SW 21st St.	0.36	Miles	\$50.00	\$18.00
100	SW 21st St. from SW 44th Ave. to Williston Rd.	0.05	Miles	\$50.00	\$2.50
101	SW 20th Ter. from SW 48th Ave. to SW 44th Ave.	0.23	Miles	\$50.00	\$11.50
102	SW 73rd Ave. from SW 77th St. to SW 75th St.	0.13	Miles	\$50.00	\$6.50
103	SW 41st Pl. from SW 63rd Blvd. to SW 75th St.	0.18	Miles	\$50.00	\$9.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
104	SW 62nd Ave. from SW 43rd Ter. to SW 50th St.	0.35	Miles	\$50.00	\$17.50
105	SW 170th St. from SW 147th Ave. to SW 137th Ave.	0.41	Miles	\$50.00	\$20.50
106	SW 8th Ter. from dead end to SW 104th	0	Miles	\$0.00	
107	SW 106th Pl. from dead end to dead end.	0	Miles	\$0.00	
108	SW 104th Ave. from SW 8th Ter. to S HWY 441	0	Miles	\$0.00	
109	SW 10th Ter. from dead end to SW 106th Pl.	0	Miles	\$0.00	
110	NE Center St. from Wynnwood Ave. to Pine St.	0	Miles	\$0.00	
111	NE Hampton St. from Devonia St. to SR 26	0	Miles	\$0.00	
112	NE Trout St. from Wynnwood Ave. to Park St.	0	Miles	\$0.00	
113	NE Quail St. from Devonia St. to SR 26	0	Miles	\$0.00	
114	NE Lexington Ave. from Pine St. to SR 26	0	Miles	\$0.00	
115	NE Pine St. from Center St. to Lexington Ave.	0	Miles	\$0.00	
116	NE Devonia St. from Hampton St to Quail St.	0	Miles	\$0.00	
117	NE Park St. from Center St. to Quail St.	0	Miles	\$0.00	
118	NE 1st St. from NE 9th Ave. to East of HWY 441	0	Miles	\$0.00	
TOTAL					\$2,008.00

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SUPPLEMENTAL EDGING SERVICES

Note: Segment lengths provided are centerline miles

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
119	Supplemental Edging Services when requested by the County - Cost per Mile	10	Miles	\$75.00	\$750.00
TOTAL					\$750.00

LITTER REMOVAL (PER CYCLE)

Note: Segment lengths provided are centerline miles

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120	NW 43rd St. from NW 53rd Ave./Millhopper Rd. to Newberry Rd.	3.3	Miles	\$20.00	\$66.00
121	NW 83rd St. from NW 23rd Ave. to NW 39th Ave.	1	Miles	\$20.00	\$20.00
122	NW 23rd Ave. from NW 43rd St. to NW 58th Blvd.	0.8	Miles	\$20.00	\$16.00
123	Ft. Clark Blvd. between NW 23rd Ave. and Newberry Rd.	1.1	Miles	\$20.00	\$22.00
124	SW 91st St. from Newberry Road to SW 24th Ave.	2	Miles	\$20.00	\$40.00
125	NW 16th Blvd. from NW 43rd St. to NW 34th Ave.	1.2	Miles	\$20.00	\$24.00
126	NW 16th Ave. from NW 34th Ave. to N Main St.	2.8	Miles	\$20.00	\$56.00
127	NW 16th Ave. from N Main St. to Waldo Rd.	1.4	Miles	\$20.00	\$28.00
128	N Main St. from 8th Ave. to NW 39th Ave.	2	Miles	\$20.00	\$40.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
129	NW 36th Pl. from NW 91st St. to NW 92nd Ct.	0.17	Miles	\$20.00	\$3.40
130	NW 27th Ave. from NW 55th St. to NW 51st.	0.26	Miles	\$20.00	\$5.20
131	NW 91st St. from dead end to North Rd.	0.39	Miles	\$20.00	\$7.80
132	NW 92nd Ct. from NW 39th Ave. to dead end	0.6	Miles	\$20.00	\$12.00
133	NW 76th Blvd. from Newberry Rd. to dead end	0.4	Miles	\$20.00	\$8.00
134	NW 51st St. from NW 23rd Ave. to NW 39th Ave.	1	Miles	\$20.00	\$20.00
135	NW 182nd Ave. from NW 298th St. to NW SR 45	3.41	Miles	\$20.00	\$68.20
136	NW CR 241 from 140th St. to Peggy Rd.	0.45	Miles	\$20.00	\$9.00
137	NW 140th St. from W SR 235 to NW 167th Pl.	0.66	Miles	\$20.00	\$13.20
138	High Springs Main St. from NW 201 to US 441	0.49	Miles	\$20.00	\$9.80
139	SE 39th Pl. from SE 27th St. to dead end.	0.27	Miles	\$20.00	\$5.40
140	SE 27th St. from Hawthorne Rd. to SE 24th Pl.	0.94	Miles	\$20.00	\$18.80
141	SE 35th St. from Hawthorne Road to the end	1.6	Miles	\$20.00	\$32.00
142	SE 15th St. from Hawthorne Road to sidewalk ends on SW 41st Ave.	2.6	Miles	\$20.00	\$52.00
143	SE 43rd St. from East University Ave. to Hawthorne Rd.	1.1	Miles	\$20.00	\$22.00
144	SE 163rd Ave. from SR 301 to SE 207th St.	0.13	Miles	\$20.00	\$2.60

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
145	SE 207th St. from dead end to SR 301	0.53	Miles	\$20.00	\$10.60
146	SE 165th Ave from SE 207th St. to SR 301	0.15	Miles	\$20.00	\$3.00
147	SE 162nd Ave. from SE 207th St. TO SR 301	0.12	Miles	\$20.00	\$2.40
148	SE 16th Ave. from dead end to Williston Rd.	0.07	Miles	\$20.00	\$1.40
149	SE CR 234 from NW 2ND Ave. to SE CR 234	0.3	Miles	\$20.00	\$6.00
150	SE 69th Ave. from SE 221 St. to Hawthorne Middle School	0.57	Miles	\$20.00	\$11.40
151	SE CR 2082 from Hawthorne Middle School to SE 210 St.	0.16	Miles	\$20.00	\$3.20
152	SW 8th Ave. from SW 122nd to SW 143 St.	1.44	Miles	\$20.00	\$28.80
153	SW 8th Ave. from SW 75th St. to SW 122nd St.	3	Miles	\$20.00	\$60.00
154	SW 8th Ave. from SW 75th to SW 61st	0.7	Miles	\$20.00	\$14.00
155	SW 20th/SW 24th Ave. from SW 43rd St. to SW 122nd St.	5.4	Miles	\$20.00	\$108.00
156	SW 20th Ave. from SW 34th St. to SW 42nd St.	0.9	Miles	\$20.00	\$18.00
157	SW 44th Ave. from SW 17TH Ter. to SW 21st St.	0.36	Miles	\$20.00	\$7.20
158	SW 21st St. from SW 44th Ave. to Williston Rd.	0.05	Miles	\$20.00	\$1.00
159	SW 20th Ter. from SW 48th Ave. to SW 44th Ave.	0.23	Miles	\$20.00	\$4.60
160	SW 73rd Ave. from SW 77th St. to SW 75th St.	0.13	Miles	\$20.00	\$2.60

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
161	SW 41st Pl. from SW 63rd Blvd. to SW 75th St.	0.18	Miles	\$20.00	\$3.60
162	SW 62nd Ave. from SW 43rd Ter. to SW 50th St.	0.35	Miles	\$20.00	\$7.00
163	SW 170th St. from SW 147th Ave. to SW 137th Ave.	0.41	Miles	\$20.00	\$8.20
164	SW 8th Ter. from dead end to SW 104th	0.07	Miles	\$20.00	\$1.40
165	SW 106th Pl. from dead end to dead end.	0.21	Miles	\$20.00	\$4.20
166	SW 104th Ave. from SW 8th Ter. to S HWY 441	0.77	Miles	\$20.00	\$15.40
167	SW 10th Ter. from dead end to SW 106th Pl.	0.67	Miles	\$20.00	\$13.40
168	NE Center St. from Wynnwood Ave. to Pine St.	0.18	Miles	\$20.00	\$3.60
169	NE Hampton St. from Devonia St. to SR 26	0.18	Miles	\$20.00	\$3.60
170	NE Trout St. from Wynnwood Ave. to Park St.	0.19	Miles	\$20.00	\$3.80
171	NE Quail St. from Devonia St. to SR 26	0.19	Miles	\$20.00	\$3.80
172	NE Lexington Ave. from Pine St. to SR 26	0.15	Miles	\$20.00	\$3.00
173	NE Pine St. from Center St. to Lexington Ave.	0.12	Miles	\$20.00	\$2.40
174	NE Devonia St. from Hampton St to Quail St.	0.14	Miles	\$20.00	\$2.80
175	NE Park St. from Center St. to Quail St.	0.18	Miles	\$20.00	\$3.60
176	NE 1st St. from NE 9th Ave. to East of HWY 441	0.77	Miles	\$20.00	\$15.40

PROPOSAL DOCUMENT REPORT
 Invitation To Bid - Annual Right of Way Mowing for County Roads Rebid
 Page 27

PROPOSAL DOCUMENT REPORT
 ITB No. ITB 23-214r - mb
 Annual Right of Way Mowing for County Roads Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$978.80

COUNTY OWNED PROPERTY - LITTER REMOVAL SERVICES (PER CYCLE)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
177	Stormwater Management Facility 1 and 2 at the corner of SW 8th Ave. and SW 143rd St.	5.3	Acres	\$50.00	\$265.00
TOTAL					\$265.00

SUPPLEMENTAL LITTER REMOVAL SERVICES - ACREAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
178	Supplemental Litter Removal Services when requested by the County - Cost per Acre	5	Acres	\$50.00	\$250.00
TOTAL					\$250.00

SUPPLEMENTAL LITTER REMOVAL SERVICES - MILEAGE

Note: Segment lengths provided are centerline miles

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
179	Supplemental Litter Removal Services when requested by the County - Cost per Mile	10	Miles	\$50.00	\$500.00

PROPOSAL DOCUMENT REPORT
 Invitation To Bid - Annual Right of Way Mowing for County Roads Rebid
 Page 28

PROPOSAL DOCUMENT REPORT
ITB No. ITB 23-214r - mb
Annual Right of Way Mowing for County Roads Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$500.00

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.

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 Thirty (30) day 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

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2023

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 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 GEORGE ROBERTS INS INC 986 N. TEMPLE AVE STARKE FL 32091 INSURED Allen Jones dba AJ Lawn Care 21907 N State Road 235 Brooker FL 32622-5219	CONTACT NAME: Sandra Luke PHONE (A/C, No Ext): (904) 964-7826 FAX (A/C, No): (904) 964-4571 E-MAIL ADDRESS: <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>SOUTHERN OWNERS</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td>Auto Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	SOUTHERN OWNERS	10190	INSURER B:	Auto Owners Insurance Company	18988	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	SOUTHERN OWNERS	10190																				
INSURER B:	Auto Owners Insurance Company	18988																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: SML032723 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <u>Hired and Non-Owned Auto</u>	X	Y	78027911	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOFAGG \$ 2,000,000 Voluntary Property Damage \$ 5,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	5002791100	4/22/2022	4/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input 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	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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 have been listed as an additional insured as respects to Liability arising out of the activities performed by or on behalf of the Contractor; includes Products and/or Completed operations of the Contractor, Automobiles, owned, leased, hired or borrowed by the Contractor with Waiver of Subrogation.
 10 day notice of cancellation for non payment and 30 day notice of cancellation/non renewal for all other causes.

CERTIFICATE HOLDER Alachua County Board of County Commissioners Risk Management 12 SE 1st Street 2nd Floor Gainesville, FL 32601	CANCELLATION 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 Sandra Luke/SML <i>Sandra Luke</i>
--	--

ACORD 25 (2014/01)
INS025 (201401)

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Southern-Owners Ins. Co.

Issued 09-26-2022

AGENCY GEORGE ROBERTS INSURANCE INC
12-0489-00 MKT TERR 055

Company POLICY NUMBER 144622-78027911-22
Bill 78-46-FL-1411

INSURED ALLEN JONES

Term 11-09-2022 to 11-09-2023

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury Each Occurrence	\$1,000,000 \$1,000,000
Voluntary Damage to Property of Others Aggregate	\$25,000
Voluntary Damage to Property of Others Occurrence	\$5,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59350 (01-15)	55146 (06-04)	55200 (06-96)	IL0021 (07-02)	CG0220 (03-12)
IL0017 (11-85)	55881 (12-17)	55189 (05-17)	CG2167 (12-04)	CG2106 (05-14)
55091 (05-17)	CG2294 (10-01)	CG2264 (04-13)	59325 (12-19)	CG0001 (04-13)
55513 (05-17)	55719 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)
CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	CG2037 (04-13)	CG2010 (04-13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

- 1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) COUNTY BOARD OF COUNTY COMMISSIONERS	Mailing Address 12 SE 1ST ST FL 3 GAINESVILLE FL 32601-6826

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA DEPARTMENT OF TRANSPORTATION, PROCUREMENT OFFICE GAINESVILLE REGIONAL UTILITIES	
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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
SCHOOL BOARD OF ALACHUA COUNTY ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA DEPARTMENT OF TRANSPORTATION, PROCUREMENT OFFICE GAINESVILLE REGIONAL UTILITIES	

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 shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is shown below.

<p>Named Insured: ALLEN JONES</p> <p>Endorsement Effective Date: 04-22-2023</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s)</p> <p>ALACHUA COUNTY BOARD OF COUNTY COMMISSIO</p>

(Information required to complete this endorsement, if not shown above, will be shown in the Declarations.)

SECTION V - CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
 - b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and the person(s) or organizations(s) shown in the schedule
- only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Each person or organization shown in the Schedule is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as

an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

<p>Name Of Person(s) or Organization(s):</p> <p>ALACHUA COUNTY BOARD OF COUNTY COMMISSIO</p>

(Information required to complete this endorsement, if not shown above, will be shown in the Declarations.)

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Right-of-Way Mowing Services for Alachua County Roads

Contract No. 13801

ITB No. 23-214

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.

Allen Jones Landscaping, LLC
21907 North State Road 235
Booker, Florida 32622
(352) 281-4743
ajlawncare17@yahoo.com

CONTRACTOR:

By: Allen Jones
AA71941976E14B8
Print: Allen Jones
Title: owner/operator
Date: 3/27/2023

Certificate Of Completion

Envelope Id: 150F739530674E4FBF1E078BFD8A37CD	Status: Completed
Subject: Complete with DocuSign: Agreement #13801 - Annual ROW Mowing Services with Alachua County	
Source Envelope:	
Document Pages: 34	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 149.19.43.13

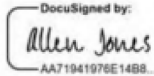
Record Tracking

Status: Original 3/27/2023 9:58:14 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Allen Jones
ajlawncare17@yahoo.com
Owner/Operator
Allen Jones Landscaping LLC/dba AJ Lawn Care
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

AA71941976E14B8...
Signature Adoption: Pre-selected Style
Using IP Address: 128.227.222.64

Timestamp

Sent: 3/27/2023 10:06:51 AM
Resent: 3/27/2023 4:33:38 PM
Viewed: 3/27/2023 4:38:50 PM
Signed: 3/27/2023 4:40:43 PM

Electronic Record and Signature Disclosure:
Accepted: 3/27/2023 10:20:38 AM
ID: db6686b4-e82f-4b19-9579-0439fdd9ab00

Margaret Jones
margaret.jones75@yahoo.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

F2785FB488F14EC...
Signature Adoption: Pre-selected Style
Using IP Address: 128.227.222.64

Sent: 3/27/2023 4:40:45 PM
Viewed: 3/27/2023 4:41:33 PM
Signed: 3/27/2023 4:42:54 PM

Electronic Record and Signature Disclosure:
Accepted: 3/27/2023 4:41:33 PM
ID: 56f65416-7252-4bab-a6d3-6f5085ed4fdf

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Thomas (Jon) Rouse
trouse@alachuacounty.us
Contracts Supervisor

COPIED

Sent: 3/27/2023 4:42:56 PM

Alachua County Board of County Commissioners
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/27/2023 10:06:51 AM
Envelope Updated	Security Checked	3/27/2023 4:33:30 PM
Envelope Updated	Security Checked	3/27/2023 4:33:30 PM
Envelope Updated	Security Checked	3/27/2023 4:33:30 PM
Certified Delivered	Security Checked	3/27/2023 4:41:33 PM
Signing Complete	Security Checked	3/27/2023 4:42:54 PM
Completed	Security Checked	3/27/2023 4:42:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

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Allen Jones Landscaping LLC/dba AJ Lawn Care

(Insert Name of Corporation)

CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS

The Board of Directors ("Directors") of Allen Jones Landscaping LLC/dba AJ Lawn Care (insert name of company)

Limited Liability corporation (the "Corporation"), at a duly and properly (insert state of incorporation)

held meeting on the 27th day of March, 2023,

did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting alone, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

DS MJ

county and political subdivision of the State of Florida:

<u>NAME</u>	<u>TITLE</u>
Allen Jones	Owner/Operator
_____	_____
_____	_____
_____	_____
_____	_____

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 27th day of March, 20²³, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

DocuSigned by:
By: Margaret Jones
F3786FB4B8F14EC...

Margaret Jones

(Print Secretary's Name)

Certificate Of Completion

Envelope Id: 95119638B65C43D98F96EC102906CCE3	Status: Completed
Subject: Complete with DocuSign: Agreement #13801 - Annual ROW Mowing with Allen Jones Landscaping	
Source Envelope:	
Document Pages: 46	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 149.19.43.13

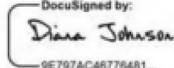
Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
3/28/2023 9:05:02 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Diana Johnson
 dmjohnson@alachuacounty.us
 CountyAttyOffice
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9E797AC48776481...
 Signature Adoption: Pre-selected Style
 Using IP Address: 163.120.80.69

Timestamp

Sent: 3/28/2023 9:08:18 AM
 Viewed: 3/28/2023 1:57:34 PM
 Signed: 3/28/2023 1:57:55 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/28/2023 1:57:34 PM
 ID: 4ce417df-1646-4be9-ab3b-af3f098904e2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Thomas (Jon) Rouse
 trouse@alachuacounty.us
 Contracts Supervisor
 Alachua County Board of County Commissioners
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/28/2023 1:57:57 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/28/2023 9:08:18 AM
Certified Delivered	Security Checked	3/28/2023 1:57:34 PM
Signing Complete	Security Checked	3/28/2023 1:57:55 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/28/2023 1:57:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

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Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

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ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Item #41, 23-0589, 04112023

Final Audit Report

2023-04-18

Created:	2023-04-13
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWMqOpm-PWqINBX8G5aELbE9VEQI9owi7

"Item #41, 23-0589, 04112023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2023-04-13 - 6:25:05 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature
2023-04-13 - 6:26:33 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2023-04-18 - 7:11:35 PM GMT- IP address: 128.227.181.88
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-04-18 - 7:11:50 PM GMT- IP address: 128.227.181.88
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
Signature Date: 2023-04-18 - 7:11:52 PM GMT - Time Source: server- IP address: 128.227.181.88
-  Document emailed to jki@alachuaclerk.org for signature
2023-04-18 - 7:11:57 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-04-18 - 8:31:45 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-04-18 - 8:32:03 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-04-18 - 8:32:05 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-04-18 - 8:32:05 PM GMT

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