

**CONTINUING SERVICES AGREEMENT WITH HYDROGRASS TECHNOLOGIES, INC.
FOR ANNUAL HYDROSEED SERVICES
NO. 14936**

This Continuing Services 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 Hydrograss Technologies, Inc., a foreign for-profit 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 seeking qualified firms or individuals to provide annual hydroseed with native wildflower mix and seed services throughout Alachua County, Florida; 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 the 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**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform annual hydroseed with native wildflower mix and seed services throughout Alachua County, Florida, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution of both Parties (“effective date”) and continues until September 30, 2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional one-year term(s) at the same terms and conditions outlined herein.
4. **Closeout**. The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **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.

6. **Authorization for Services.**

- A. Authorization for performance of the Services by Contractor under this Agreement will be in the form of written Work Orders issued and executed by County and signed by Contractor. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of Contractor under this Agreement, or that Contractor will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.
- B. In the event the County shall order work under this Agreement to commence under the terms of this Agreement which shall not be scheduled for completion under the Term of the Agreement set herein, then this Agreement shall remain in effect until the work assignment so ordered is completed or this Agreement is terminated as provided for herein.

7. **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 required will not exceed **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) per fiscal year** (“NTE amount”). A fiscal year is defined as being from October 1 through September 30 of each subsequent year. Projects may be executed up to the NTE amount on a “Fixed Fee Basis”, a “Time Basis” method, or a combination of these methods. In the event the performance of the Services requires a combination of both Time Basis and Fixed Fee Basis, a separate Work Order shall be completed for each type of compensation. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee Basis amount will include any reimbursable expenses. If a Work Order is issued under a Time Basis method, then Contractor shall be compensated in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein. If a Work Order is issued under a Time Basis method, then any reimbursable expenses are in addition to the hourly rates and shall be subject to the provisions contained in **Exhibit “2”**. Reimbursable expenses are subject to the applicable NTE amount.
- B. Contractor must provide detailed supporting documentation with any Work Order.
- C. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as

provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Public Works
5620 NW 120th Lane
Gainesville, Florida, 32653
ngreishaw@alachuacounty.us

- D. 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, and the County shall remit all payments to:
Hydrograss Technologies, Inc.
1551 Global Court
Sarasota, FL 34240
sandy@hydrograsstech.com
- E. 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.
- F. 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.
- G. 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.

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

9. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either by 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.

10. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

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

12. **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:

\$18.50 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.50 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. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

13. **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 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 Contractor. 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.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Certifications and Termination for Violation of §287.135, Florida Statutes. **Pursuant to §287.135, Florida Statutes, the Contractor hereby certifies to the County that the Contractor: (a) has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; and (b) is not engaged in a boycott of Israel.** The County may terminate this Agreement if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.
- E. 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.

14. **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.

15. **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:

Hydrograss Technologies Inc
1551 Global Court
Sarasota, FL 34240
(941) 377-3114
sandy@hydrograsstech.com
brad@hydrograsstech.com

To County:

Public Works
5620 NW 120th Lane
Gainesville, Florida, 32653
(352) 548-1263
ngreishaw@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

16. **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 a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

T. Multiple Awards. The County may, at its sole discretion, enter into agreements with one or more vendors for similar or identical goods or services described herein. No vendor will have an exclusive right to provide any goods or services under this Agreement, unless expressly stated otherwise in writing. The County is not required to purchase any minimum quantity, nor is the County prohibited from obtaining comparable goods or services from other sources at any time.

U. Affidavit Of No Coercion. Pursuant to §787.06, Florida Statutes Section 787.06(13), Florida Statutes requires any governmental entity, when executing, renewing, or extending a contract, must

obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit 6**.

V. Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity, from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Agreement as **Exhibit 7**.

W. Signature Authority. Contractor represents and warrants to the County that the undersigned is authorized to execute this Agreement on behalf of the Contractor.

Remainder of Page Intentionally Left Blank

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

CONTRACTOR

DocuSigned by:
By: Bradley T. Ward
F95F5374699942F...
Print: Bradley T. Ward
Title: Vice-President
Date: 12/11/2025

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

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

Exhibit 1: Scope of Services

Scope of Services

1) Scope of Services

- a) The Contractor will supply all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage rights of way and/or other County property, in accordance with work or task orders issued throughout the year.
- b) A seeding assignment shall encompass a minimum of 15,000 square feet; however, a single assignment may encompass several smaller jobs within one (1) square mile to be done at the same time. Each job within seeding assignment will consist of a minimum of 1,000 square feet of seeding.
- c) Currently, no quantities are available for hydro-seeding. No minimum amount is guaranteed or implied. Purchase Orders shall be issued in accordance with work or task orders issued throughout the year.
- d) The County reserves the option to add/delete item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the Entities' regular Procurement Procedures.

2) General Conditions

a) Reseeding/Warranty

- i) Areas seeded by Contractor and irrigated or watered by the County, which do not show Ryegrass or Grass Seeding growth shall be re-sprayed by Contractor at no additional fee, provided the Contractor is informed within 30 days by the Engineer or designated Project Manager and the damage was not caused by anything beyond the Contractor's control.
- ii) Breakdown/Workloads
Contractor acknowledges that should they be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the County may, on an order basis, go to the next qualified bidder without penalty to the County.
- iii) Maintenance of Traffic – The County shall provide Maintenance of Traffic as required.

3) Technical Specifications

i) Equipment

- (a) Use Equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier, dye, and applying the slurry uniformly over the areas to be hydroseeded.
- (b) Equipment Calibration shall feature a large centrifugal slurry pump, independently controlled pump/agitator operations, twin mechanical paddle agitation, and liquid recirculation that require no calibration. The mix in the tank shall hold a certain amount of mulch, seed, soil amendments and fertilizer, which shall be designated for a certain amount of square foot.

ii) Material

(a) Hydroseed

1. All seed shall meet the requirements of Florida Department of Agriculture and Consumer Service and all applicable State Laws and shall be approved by the County before use. The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest.
2. All quantities of seed specified shall be for pure live seed. It is the responsibility of the Contractor to calculate and apply the actual pure live seed poundage based on the label attached to each bag of seed.
3. The wood fiber must be made of 100% hard or soft wood which does not contain reprocessed wood or paper fibers. Wood fibers should be 0.15 inches

in length and a minimum of 50% of the fibers should be retained on a twenty-five-mesh screen. Shall be applied at the specified rates per acre.

4. Mix fertilizer as required into the hydroseeding slurry.
5. Ensure the dye does not contain growth or germination inhibiting chemicals.
6. All Bahia grass seed shall have a minimum pure seed content of 95% with a minimum germination of 85% and contain less than 0.5% weed and crop seed.
7. Bermuda grass seed shall be of common variety with a minimum pure seed content of 95% and a minimum germination of 85%, and Hybrid 419.
8. Annual Type Ryegrass shall have a minimum pure seed content of 95% with a minimum germination of 90% and a maximum of 150 noxious seeds per pound.
9. A minimum of 1500 pounds/acre of mulch shall be applied to any seeded area.
10. Tackifier will be required on slopes greater than 3:1.

(b) Bonded Fiber Matrix (BFM)

1. When specified in the work order, the bonded fiber matrix used for sediment and erosion control must be composed of long strand, thermally processed wood fibers, held together by crosslinked hydro colloid tackifier. Much contain biodegradable dye to aid in uniform application of the material, and the resulting matrix performs in a manner equal or superior to biodegradable erosion control blankets. Must have a minimum water holding capacity of 1.2 gal/lb. Must not have any germination or growth inhibiting properties and does not form a water repelling crust. Must be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
2. Use only BFMs that contain all components pre-packaged by the manufacturer to assure material performance. Deliver materials in UV and weather resistant factory labeled packaging. Store and handle products in strict compliance with the manufacturer's directions.
3. When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds.
4. Meet the following requirements after application of the formed matrix.
 - i. Ensure that the tackifier does not dissolve or disperse upon re-wetting.
 - ii. Ensure that the matrix has no gaps between the product and the soil and provides 100% coverage of all disturbed soil areas after application.
 - iii. Ensure that the matrix has no germination or growth inhibiting properties and does not form a water-repelling crust.
 - iv. Ensure that the matrix is comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
5. Mix and apply the BFM in strict compliance with the manufacturer's recommendations.
6. Apply the BFM to geotechnically stable slopes at the specified rates per acre.

iii) Application

- (a) The County will prepare all sites prior to the Contractor being given work or task order to hydro seed the site.
- (b) The Contractor shall hydro seed at the rates specified, uniformly and consistently to ensure a uniform and consistent turf.
- (c) Mix and apply bonded fiber matrix material at the recommended manufacturer's rates

for a given slope.

- (d) Water all surfaces once applied to produce a healthy vigorous strand of turf.
- (e) The County will water after the first watering at a recommended rate by the Contractor. Failure of the County to perform the necessary watering effort would be cause to void the Contractor's warranty.

4) Native Wildflower Seed Mix, 20 lbs/acre/Seed and Mulch

- a) Indiangrass, GA Ecotype
- b) Little Bluestem 'Camper'
- c) Sensitive Pea, FL Ecotype
- d) Garber's Blazing Star, FL Ecotype
- e) Rayless Sunflower, FL Panhandle Ecotype
- f) Slender Gayfeather, FL Ecotype
- g) Goldenmane Tickseed (*Coreopsis basalis*), FL Ecotype
- h) Blackeyed Susan, Coastal Plain FL Ecotype
- i) Lyre Leafed Sage (*Salvia lyrata*)
- j) Blue Eyed Grass (*Syntherisma angustifolia*)
- k) Bee Balm (*Monarda punctata*)
- l) Annual Ryegrass Seed (Fall/Winter Seasonal Grass)
- m) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

5) Temporary Hydroseeding/Seed and Mulch - Short Term Stabilization for 3 -6 Months

- a) Wood Fiber Mulch with Tackifier, 1000 lbs/acre
- b) Gulf Annual Ryegrass Seed (Fall/Winter), 75 lbs/acre
- c) Brown Top Millet Seed (Spring/Summer), 50 lbs/acre
- d) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

6) Permanent Hydroseeding on Flat to Gradual Slopes

- a) Wood Fiber Mulch with Tackifier, 1500 lbs/acre
- b) Pensacola Bahiagrass Seed, 100 lbs/acre
- c) Common Unhulled Bermudagrass Seed, 87 lbs/acre
- d) Gulf Annual Ryegrass Seed (Fall/Winter), 30-50 lbs/acre
- e) Permanent Hydroseeding on Flats to Gradual Slopes
 - i) Wood Fiber Mulch with Tackifier, 1500 lbs/acre
 - ii) Pensacola Bahiagrass Seed, 100 lbs/acre
 - iii) Common Unhulled Bermudagrass Seed, 87 lbs/acre
 - iv) Gulf Annual Ryegrass Seed (Fall/Winter), 30-50 lbs/acre
 - v) Brown Top Millet Seed (Spring/Summer), 25 lbs/acre
 - vi) Biostimulant, 80 lbs/acre
 - vii) 16-4-8 Slow-Release Fertilizer, 300 lbs/acre
- f) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

- 7) Permanent Hydroseeding on Slopes less than 3:1 (Pond Banks, Stock Piles, etc.)
 - a) Wood Fiber Mulch with Tackifier, 2000 lbs/acre
 - b) Polyacrylamide Erosion Control Emulsion, 5 gal/acre
 - c) Pensacola Bahiagrass Seed, 100 lbs/acre
 - d) Common Unhulled Bermudagrass Seed, 87 lbs/acre
 - e) Gulf Annual Ryegrass Seed (Fall/Winter), 30-50 lbs/acre
 - f) Brown Top Millet Seed (Springs/Summer), 25 lbs/acre
 - g) Biostimulant, 80 lbs/acre
 - h) 16-4-8 Slow-Release Fertilizer, 300 lbs/acre
 - i) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

- 8) Permanent Hydroseeding/Performance Turf on Slopes 3:1 of Greater
 - a) Bonded Fiber Matrix Mulch, 3000 lbs/acre
 - b) Polyacrylamide Erosion Control Emulsion, 10 gal/acre
 - c) Pensacola Bahiagrass Seed, 100 lbs/acre
 - d) Common Unhulled Bermudagrass Seed, 87 lbs/acre
 - e) Gulf Annual Ryegrass Seed (Fall/Winter), 50 lbs/acre
 - f) Brown Top Millet Seed (Spring/Summer), 25 lbs/acre
 - g) Biostimulant, 80 lbs/acre
 - h) 16-4-8 Slow-Release Fertilizer, 300 lbs/acre
 - i) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

- 9) Added Value: Dust/Erosion Control Emulsion Application
 - a) Polyacrylamide Erosion Control Emulsion, 10 gal/acre
 - b) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

- 10) Added Value: Biotic Soil Media Application
 - a) Biotic Soil Media, 3000-4000 lbs/acre
 - b) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

- 11) Added Value: Flocculant Block for Stormwater Turbidity Application
 - a) Includes Supply and Application of the following Materials:
 - b) Polyacrylamide & mineral Flocculant block for stormwater turbidity problems.
 - c) Unit Prices shall include all mobilization, materials, labor, and equipment in order to accomplish hydro seed application to right-of-way grassed shoulders, grassed medians, drainage retention areas and drainage right-of-way(s) and/or other County property, in accordance with work or task orders issued throughout the year.

Exhibit 2: Rate Schedule



Alachua County, Florida

Procurement

Theodore "TJ" White, Jr. CPPB, Procurement Manager
County Administration Building, Gainesville, FL 32601

[HYDROGRASS TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT

ITB No. ITB 26-09-LC

Annual Hydroseed with Native Wildflower Mix and Seed

RESPONSE DEADLINE: August 27, 2025 at 2:00 pm

Report Generated: Monday, December 1, 2025

Hydrograss Technologies, Inc. Response

CONTACT INFORMATION

Company:
Hydrograss Technologies, Inc.

Email:
sandy@hydrograsstech.com

Contact:
Sandy Davitt

Address:
1551 Global Court
Sarasota, FL 34240

Phone:
(941) 377-3114

Website:
www.hydrograsstech.com

Submission Date:
Jul 31, 2025 12:09 PM (Eastern Time)

[HYDROGRASS TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT
 ITB No. ITB 26-09-LC
 Annual Hydroseed with Native Wildflower Mix and Seed

PRICE TABLES

ANNUAL HYDROSEED WITH NATIVE WILDFLOWER MIX AND SEED

Line Item	Description	Estimated Quantities	Unit of Measure	Unit Cost
Native Wildflower Seed Mix (See Section 3 on Scope of Service)				
1	Native Wildflower Seed Mix	< 15,000 SF	Lump Sum	\$3,300.00
2	Native Wildflower Seed Mix	15,000 SF to 0.5 AC	Square Foot	\$0.22
3	Native Wildflower Seed Mix	0.51 AC to 1AC	Square Foot	\$0.14
4	Native Wildflower Seed Mix	Greater than 1 AC	Square Foot	\$0.11
Temporary Hydroseeding/Seed and Mulch (See Section 4 on Scope of Service)				
5	Temporary Hydroseeding/Seed & Mulch	< 15,000 SF	Lump Sum	\$2,250.00
6	Temporary Hydroseeding/Seed & Mulch	15,000 SF to 0.5 AC	Square Foot	\$0.15
7	Temporary Hydroseeding/Seed & Mulch	0.51 AC to 1 AC	Square Foot	\$0.10
8	Temporary Hydroseeding/Seed & Mulch	Greater than 1 AC	Square Foot	\$0.06
Permanent Hydroseeding on Flats to Gradual Slopes (See Section 5 on Scope of Service)				
9	Permanent Hydroseeding on Flats to Gradual Slopes	< 15,000 SF	Lump Sum	\$2,700.00

[HYDROGRASS TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT
 Invitation To Bid - Annual Hydroseed with Native Wildflower Mix and Seed
 Page 2

[HYDROGRASS TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT
 ITB No. ITB 26-09-LC
 Annual Hydroseed with Native Wildflower Mix and Seed

Line Item	Description	Estimated Quantities	Unit of Measure	Unit Cost
10	Permanent Hydroseeding on Flats to Gradual Slopes	15,000 SF to 0.5 AC	Square Foot	\$0.18
11	Permanent Hydroseeding on Flats to Gradual Slopes	0.51 AC to 1 AC	Square Foot	\$0.12
12	Permanent Hydroseeding on Flats to Gradual Slopes	Greater than 1 AC	Square Foot	\$0.07
Permanent Hydroseeding on Slopes less than 3:1 (Pond Banks, Stock Piles, etc.) (See Section 6 on Scope of Service)				
13	Permanent Hydroseeding on Slopes less than 3:1 (Pond Banks, Stock Piles, etc.)	< 15,000 SF	Lump Sum	\$3,300.00
14	Permanent Hydroseeding on Slopes less than 3:1 (Pond Banks, Stock Piles, etc.)	15,000 SF to 0.5 AC	Square Foot	\$0.22
15	Permanent Hydroseeding on Slopes less than 3:1 (Pond Banks, Stock Piles, etc.)	0.51 AC to 1 AC	Square Foot	\$0.14
16	Permanent Hydroseeding on Slopes less than 3:1 (Pond Banks, Stock Piles, etc.)	Greater than 1 AC	Square Foot	\$0.10
Permanent Hydroseeding/Performance Turf on Slopes 3:1 or Greater (See Section 7 on Scope of Service)				
17	Permanent Hydroseeding/Performance Turf on Slopes 3:1 or Greater	< 15,000 SF	Lump Sum	\$3,600.00
18	Permanent Hydroseeding/Performance Turf on Slopes 3:1 or Greater	15,000 SF to 0.5 AC	Square Foot	\$0.24
19	Permanent Hydroseeding/Performance Turf on Slopes 3:1 or Greater	0.51 AC to 1 AC	Square Foot	\$0.20
20	Permanent Hydroseeding/Performance Turf on Slopes 3:1 or Greater	Greater than 1 AC	Square Foot	\$0.18
Dust/Erosion Control Emulsion Application (See Section 8 on Scope of Service)				

[HYDROGRASS TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT
 ITB No. ITB 26-09-LC
 Annual Hydroseed with Native Wildflower Mix and Seed

Line Item	Description	Estimated Quantities	Unit of Measure	Unit Cost
21	Dust/Erosion Control Emulsion Application	1 AC to 3 AC	Square Foot	\$1,800.00
22	Dust/Erosion Control Emulsion Application	Greater than 3 AC	Square Foot	\$0.02
Biotic Soil Media Application (See Section 9 on Scope of Service)				
24	Biotic Soil Media Application	N/A	Square Foot	\$0.11
Flocculant Block for Stormwater Turbidity Application (See Section 10 on Scope of Service)				
25	Flocculant Block for Stormwater Turbidity Application	N/A	Each	\$150.00

[HYDROGRASS TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT
 Invitation To Bid – Annual Hydroseed with Native Wildflower Mix and Seed
 Page 4

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

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, their agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

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

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

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

CYBER LIABILITY COVERAGE (when applicable)

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

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

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

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

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

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

II All Coverages

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number: 1000638137251

Effective Date: 9/1/2025

Named Insured: Hydrograss Technologies, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your use of a covered “auto”. However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED
AMENDATORY ENDORSEMENT**

Policy Number: 1000638137251

Effective Date: 9/1/2025

Named Insured: Hydrograss Technologies, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
AMENDATORY ENDORSEMENT**

Policy Number: 1000638137251

Effective Date: 9/1/2025

Named Insured: Hydrograss Technologies, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

- A.** It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- B.** It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C. Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.**

All other terms and conditions of this Policy remain unchanged.



Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000067682251

Effective Date: 09/01/2025 at 12:01 A.M.

Named Insured: HYDROGRASS TECHNOLOGIES, INC.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

All other terms and conditions of this Policy remain unchanged.



Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Policy Number: 1000067682251

Effective Date: 09/01/2025 at 12:01 A.M.

Named Insured: HYDROGRASS TECHNOLOGIES, INC.

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
Where Required By Written Contract	Where Required By Written Contract
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.

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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY AND WAIVER OF SUBROGATION AMENDATORY ENDORSEMENT

Policy Number: 1000067682251 **Effective Date:** 09/01/2025 at 12:01 A.M.
Named Insured: HYDROGRASS TECHNOLOGIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM
SITE POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Where Required By Written Contract

It is hereby agreed as follows:

1. SECTION II - WHO IS AN INSURED is amended to include the following:

- a. Any person(s) or organization(s) that you are required to include as an additional insured under this policy by written contract or written agreement or that is listed in the **SCHEDULE** above is an additional insured under this policy. Such additional insured status applies only with respect to liability arising out of "your work" for or on behalf of that person(s) or organization(s) pursuant to such written contract or written agreement.

However, the insurance afforded to such additional insured(s):

- (1) only applies to the extent permitted by law; and
- (2) will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured(s).

- b. With respect to the insurance afforded to the additional insured(s), **SECTION III – LIMITS OF INSURANCE** is amended to include the following:

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. SECTION IV – CONDITIONS, 4. Other Insurance is amended to include the following, which supersedes any

provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. SECTION IV – CONDITIONS, 7. Transfer Of Rights Of Recovery Against Others To Us is amended to include the following:

We waive any right of recovery against any person or organization, because of any payment we make under this policy, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY AND WAIVER OF SUBROGATION AMENDATORY ENDORSEMENT

Policy Number: 1000067682251 **Effective Date:** 09/01/2025 at 12:01 A.M.
Named Insured: HYDROGRASS TECHNOLOGIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM
SITE POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Where Required By Written Contract

It is hereby agreed as follows:

1. **SECTION II - WHO IS AN INSURED** is amended to include the following:

- a. Any person(s) or organization(s) that you are required to include as an additional insured under this policy by written contract or written agreement or that is listed in the **SCHEDULE** above is an additional insured under this policy. Such additional insured status applies only with respect to liability arising out of "your work" for or on behalf of that person(s) or organization(s) pursuant to such written contract or written agreement.

However, the insurance afforded to such additional insured(s):

- (1) only applies to the extent permitted by law; and
- (2) will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured(s).

- b. With respect to the insurance afforded to the additional insured(s), **SECTION III – LIMITS OF INSURANCE** is amended to include the following:

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. **SECTION IV – CONDITIONS, 4. Other Insurance** is amended to include the following, which supersedes any

provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. SECTION IV – CONDITIONS, 7. Transfer Of Rights Of Recovery Against Others To Us is amended to include the following:

We waive any right of recovery against any person or organization, because of any payment we make under this policy, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

All other terms and conditions of the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation Endorsement

Policy Number: 1000337857251

Effective Date: 09/01/2025 at 12:01 A.M.

Named Insured: HYDROGRASS TECHNOLOGIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that **SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>All as required by written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



Starr Surplus Lines Insurance Company

EXCESS LIABILITY POLICY SCHEDULE OF UNDERLYING INSURANCE

Policy Number: 1000337857251	Effective Date: 09/01/2025 at 12:01 A.M.
Named Insured: HYDROGRASS TECHNOLOGIES, INC.	Issuing Company: Starr Surplus Lines Insurance Company

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

Type of Policy or Coverage and Insurer, Policy Number and Policy Period	Limits of Insurance
A. First Underlying Insurance Policy(ies)	
Coverage: General Liability Carrier: Starr Surplus Lines Insurance Company Policy No.: 1000067682251 Policy Period: 09/01/2025 - 09/01/2026 Occ/Claims-Made: Occurrence	\$1,000,000 Each Occurrence Limit \$2,000,000 Other Aggregate Limit \$5,000 Deductible
Coverage: Employers Liability Carrier: Evanston Insurance Company Policy No.: WWC3803360 Policy Period: 09/01/2025 - 09/01/2026	\$1,000,000 Each Accident \$1,000,000 Disease - Each Employee Limit \$1,000,000 Disease - Policy Limit
Coverage: Automobile Liability Carrier: Starr Indemnity & Liability Company Policy No.: 1000638138251 Policy Period: 09/01/2025 - 09/01/2026 Auto MA	\$1,000,000 Combined Single Limit
Coverage: Automobile Liability Carrier: Starr Indemnity & Liability Company Policy No.: 1000638137251 Policy Period: 09/01/2025 - 09/01/2026 Auto FL	\$1,000,000 Combined Single Limit
B. Additional Underlying Insurance Policy(ies)	



Starr Surplus Lines Insurance Company

Date of
Issue:

08/28/2025

Authorized Representative:

A handwritten signature in black ink, appearing to read 'D. C. Gray', is written over the 'Authorized Representative:' label.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

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

Endorsement Effective	9/1/2025	Policy No.	WWC3803360	Endorsement No.	0
Insured	Hydrograss Technologies, Inc.			Premium \$	59,829
Insurance Company	Wesco Insurance Company				

Countersigned by _____

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Hydroseed Services with Hydrograss Technologies, Inc.

Contract #: 14936

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.

Hydrograss Technologies Inc
1551 Global Court
Sarasota, FL 34240
(941) 377-3114
sandy@hydrograsstech.com

CONTRACTOR

By: Bradley T. Ward
F95F5374699942F...

Print: Bradley T. Ward

Title: Vice-President

Date: 12/11/2025

Exhibit 5: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14936 – #14936 - Annual Hydroseed Services with Hydrograss Technologies, Inc.

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)	[REDACTED]	[REDACTED]	[REDACTED]
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)	[REDACTED]	[REDACTED]	[REDACTED]
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date

Exhibit 6: No Coercion Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Bradley T. Ward, as Vice-President of the Hydrograss Technologies, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the Hydrograss Technologies, Inc.
3. I attest and affirm that Hydrograss Technologies, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

DocuSigned by:

 F96F6374699942F...
 Signature

Bradley T. Ward
 Name Printed

12/11/2025
 Date Signed

Exhibit 7: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Bradley T. Ward, as Vice-President of the Hydrograss Technologies, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Hydrograss Technologies, Inc.

3. I attest and affirm that the following is true and correct: _

a. Hydrograss Technologies, Inc. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Hydrograss Technologies, Inc.

c. Hydrograss Technologies, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

DocuSigned by:

F95F5374699942F...
Signature

Bradley T. Ward
Name Printed

12/11/2025
Date Signed

Certificate Of Completion

Envelope Id: 483EFF87-778F-42F4-903D-DCF45125839C	Status: Completed
Subject: Please DocuSign: #14936 - Annual Hydroseed Services with Alachua County	
Source Envelope:	
Document Pages: 28	Signatures: 5
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

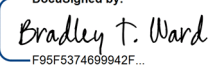
Record Tracking

Status: Original 12/11/2025 2:59:16 PM	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

Bradley T. Ward
brad@hydrograsstech.com
VP

Signature

DocuSigned by:

F95F5374699942F...
Signature Adoption: Pre-selected Style
Using IP Address: 47.206.242.73

Timestamp

Sent: 12/11/2025 3:03:55 PM
Viewed: 12/11/2025 3:13:24 PM
Signed: 12/11/2025 3:21:21 PM

Electronic Record and Signature Disclosure:
Accepted: 12/11/2025 3:13:24 PM
ID: 9029aa8b-f619-49e3-97e9-4441c4326311

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

Sandra Davitt
sandy@hydrograsstech.com
Vice President

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Sent: 12/11/2025 3:21:23 PM
Viewed: 12/11/2025 3:29:29 PM

Hydrograss Technologies, Inc.
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/22/2023 11:53:57 AM
ID: aeb553a3-7401-4063-b6c1-2e56106dc247

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

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Sent: 12/11/2025 3:21:24 PM

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

Electronic Record and Signature Disclosure:
Accepted: 9/9/2025 2:41:46 PM
ID: b6a30969-f787-41b2-be45-7b0cf30eafbe

Carbon Copy Events	Status	Timestamp
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Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 12/11/2025 3:21:25 PM

Barbara Fair
bafair@alachuacounty.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 12/11/2025 3:21:25 PM

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	12/11/2025 3:03:55 PM
Certified Delivered	Security Checked	12/11/2025 3:13:24 PM
Signing Complete	Security Checked	12/11/2025 3:21:21 PM
Completed	Security Checked	12/11/2025 3:21:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Alachua County:

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

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

To advise Alachua County of your new email address

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

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

To request paper copies from Alachua County

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

To withdraw your consent with Alachua County

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.