

Grants & Contracts - Transmittal Memo

DATE: September 26, 2019

FROM: Procurement, Contracts

TO: Patrick Irby

CONTRACT #: 10731

VENDOR: Pritchett Trucking, Inc.

DESCRIPTION: #10731 Pritchett Trucking, 4th Amendment for Annual Back-up and Emergency Hauling Services
Bid 17-66 Annual Back-up and Emergency Hauling at the Alachua County Transfer Station

APPROVED BY: Board of County Commissioners

APPROVAL DATE: September 24, 2019

RECEIVED ON: September 26, 2019

TERM START: October 1, 2019

TERM END: September 30, 2021

AMOUNT: \$75,000 annually

RFP/BID #: Bid 17-66 Annual Back-up and Emergency Hauling at the Alachua County Transfer Station

GMW: Yes

**POR #
(ENCUMBERANCE):** 20-741

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**FIRST AMENDMENT TO AGREEMENT #10731 FOR CONTRACTUAL SERVICES
BETWEEN ALACHUA COUNTY AND PRITCHETT TRUCKING, INC.
FOR ANNUAL BACK-UP AND EMERGENCY, HAULING SERVICES BID #17-66**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 24th day of September 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Pritchett Trucking, Inc., a Florida for profit corporation with a principal business address of 1050 S.E. 6th Street, Lake Butler, Florida 32054, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Bid #17-66, the Parties hereto previously entered into the *Agreement for Contractual Services Between Alachua County and Pritchett Trucking, Inc. for Annual Back-Up and Emergency Hauling Services Bid #17-66* dated November 14, 2017 (the "Agreement"); and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 and continuing through September 30, 2021 ("First Renewal Option Term") and to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"); and,

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

A. SECTION # 1 of the Agreement, Term, is amended in its entirety to read:

1.1 The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period commencing October 1, 2019 and continuing through and ending September 30, 2021 (the "First Renewal Option Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year period at the same terms and conditions outlined herein.

1.2 The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation

and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. Sub-paragraph 5.1 and 5.2 are amended in their entirety to read as follows:

5.1. As of October 1, 2019, the current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour.

5.2. As of October 1, 2019, the current required Alachua County Minimum Wage is \$16.17 per hour when health benefits are not provided.

C. This First Amendment shall take effect upon the date of execution by both Parties.

D. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut IV
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: 09/24/2019

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST

By: Philip Pritchett
Print: PHILIP PRITCHETT
Title: VP

CONTRACTOR

By: Jeff Wood
Print: JEFF WOOD
Title: DIRECTOR
Date: 9/5/19

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

PRITCHETT TRUCKING, INC

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of PRITCHETT TRUCKING, INC, a
(insert name of company)

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

held meeting on the 5TH day of SEPTEMBER, 2019, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

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

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

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

county and political subdivision of the State of Florida:

<u>NAME</u>	<u>TITLE</u>
<u>JON PRITCHETT</u>	<u>PRESIDENT</u>
<u>PHILLIP PRITCHETT</u>	<u>VICE PRESIDENT</u>
<u>JEFF WOOD</u>	<u>DIRECTOR</u>
<u> </u>	<u> </u>

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

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 6TH day of SEPTEMBER, 20 19, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: 

JON PRITCHETT

(Print Secretary's Name)

9/21/ BOCC
19-0 260 # 47

Agenda Item Name:

First Amendment to Agreement for Contractual Services between Alachua County and Pritchett Trucking, Inc. for Annual Back-Up and Emergency Hauling Services Bid #17-66

Presenter:

Patrick Irby

Description:

Amendment to agreement with Pritchett Trucking, Inc. for back-up and emergency hauling of waste from the Leveda Brown Environmental Park and Transfer Station. This amendment extends the term through Sept. 30, 2021.

Recommended Action:

Approve the First Amendment to Agreement and authorize the chair to sign it.

Prior Board Motions:

On November 14, 2017, the BOCC approved the original Agreement with Pritchett Trucking, Inc. for back-up and emergency hauling services.

Fiscal Consideration:

Sufficient funds exist in fund 400.76.7631.534.42.00 to cover this agreement. The total encumbered in FY2018-19 was \$130,000.00 which is amount budgeted in FY19-20.

Background:

To assist the Leveda Brown Environmental Park in its ability to transport the approximately 700-800 tons of waste collected each day in Alachua County in a timely manner, it is necessary to utilize a back-up hauler at times due to vehicle breakdowns or instances of higher than normal waste generation. These services were advertised for bid in 2017, under Bid #17-66. Pritchett Trucking, Inc. was the only responsive bidder. On Nov. 14, 2017, the BOCC approved the contract #10731 with Pritchett Trucking, Inc. for back-up and emergency hauling.

Manager Talking Points

9/24/19

First Amendment to Agreement #10731 for Contractual Services between Alachua County and Pritchett Trucking, Inc. for Annual Back-Up and Emergency Hauling Services Bid #17-66

- Serves as supplement to County hauling operation at the Leveda Brown Environmental Park and Transfer Station.
- Pritchett Trucking, Inc. was the only responsive bidder to Bid #17-66
- Per ton rate of \$11.00/ton with no not-to-exceed on contract
- Maximum weight allowed is 24 tons per truck