

**FIRST AMENDMENT TO AGREEMENT NO. 11406 BETWEEN ALACHUA COUNTY AND DB
ENVIRONMENTAL LABORATORIES, INC FOR ANNUAL ENVIRONMENTAL
CONSULTING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, 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 DB Environmental Laboratories, Inc., with a business address of 365 Gus Hipp Blvd., Rockledge, FL 32955, hereinafter referred to as "Professional". Collectively hereinafter County and Professional referred to as "Parties"

WITNESSETH:

WHEREAS, pursuant to Request for Proposal (RFP #20-171 the parties hereto previously entered into the *Agreement for Professional Services between Alachua County and DB Environmental, Inc.*, (the "Agreement") dated October 8, 2019 , for the provision of **Annual Environmental Consulting Services**; 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, 2020 through September 30, 2022 ("First Renewal Option Term"); and

WHEREAS, the County desires to update and replace the Work Order at **Exhibit 2A** of the Agreement and the Work Order Amendment at **Exhibit 2B**

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

A. SECTION # 1 of the Agreement, **Term**, sub-section 1.1 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 of October 1, 2020 through and ending September 30, 2022 (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

B. Exhibit #2A and 2B of the Agreement, **Work Order** and **Work Order** Amendment respectively, referenced in sub-section 5.2 of the Agreement, are hereby deleted in their entirety and replaces with new **Exhibits 2A and 2B** attached to this Amendment

C. This FIRST amendment shall take effect October 1, 2020

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

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

By: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM



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

Alachua County Attorney's Office

(SEAL)

WITNESS

Professional

By: Michelle M. DeBusk
Print: Michelle M DeBusk
Title: Vice President

By: Thomas A DeBusk
Print: Thomas A. DeBusk
Title: President
Date: 6/18/20

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

EXHIBIT 2A: WORK ORDER

WORK ORDER NO: _____
CONTRACT #: _____
PROJECT DESCRIPTION: _____
DATE ISSUED: _____
COMPLETION DATE: _____
PROFESSIONAL: _____
COUNTY TASK MANAGER: _____
SIGNATURE: _____
FUND#: _____

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ drawings/plans/specifications
- ☐ scope of services
- ☐ special conditions
- ☐ _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon ☐ the date written above or upon issuance of a ☐ Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a:
 - ☐ fixed fee basis
 - ☐ time basis method with a not-to-exceed amount
 - ☐ time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$ _____ - _____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding

_____ DOLLARS (\$_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ - _____ DOLLARS (\$_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

Witness

PROFESSIONAL:
By: _____
Signature
Title: _____
Print Name and Title
Date: _____

ALACHUA COUNTY, FLORIDA
By: _____
Environmental Protection Department
Director
Date: _____

EXHIBIT 2B: WORK ORDER AMENDMENT

WORK ORDER NO: _____
WORK ORDER AMENDMENT #: _____
CONTRACT #: _____
PROJECT DESCRIPTION: _____
DATE ISSUED: _____
PROFESSIONAL: _____
COUNTY TASK MANAGER: _____
SIGNATURE: _____
FUND#: _____

PROJECT CHANGES: _____

NEW COMPLETION DATE: _____

Original Work Order Price: _____

Total of Prior Approved Changes: _____

Amount of this Change in Work Order: _____

Add or (deduct): _____

New Work Order Price with This Amendment: _____

ALACHUA COUNTY:

By: _____

Environmental Protection
Department Director

Date: _____

PROFESSIONAL:

By: _____

Print Name/Title

Date: _____