

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND
TOUCHDOWN LOGISTIC, LLC.**

This Agreement is entered into this 22nd day of September, 2020 between Alachua County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County" and Touchdown Logistics, LLC, a Florida limited liability corporation with a principal business address of 3930 NW 155th St. Reddick FL, 32686 hereinafter referred to as "Contractor" Hereinafter, the County and the Contractor shall be collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued Bid #20-65 seeking Contractors to furnish Roadway Construction Material Hauling Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid #20-65, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the Work described in Bid # 20-65 and the Contractor desires to provide such Work to the County in accordance with the terms and conditions 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 as follows:

1. Term.

1.1. This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2021 (the "Initial Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional one (1) year periods 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.

2. Duties of the Contractor. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1"** (hereinafter, the "Work").

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.1. The Contractor is a professional qualified to perform the Work described.
- 3.2. The Contractor warrants all the work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
- 3.3. The Contractor acknowledges and agrees that the County's review or inspection of the Work performed by Contractor shall not constitute acceptance of defective or deficient Work, and shall in no way diminish the Contractor obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish Contractor's warranty pertaining to the Work.

4. **Method of Payment.** For all Work actually, timely and fully performed, the Contractor will be paid as follows:

- 4.1. The Contractor shall be paid subject to the additions and deductions as provided in **Exhibit "1"** and in accordance with the Fee Schedule provided in **Exhibit "2"**.
- 4.2. The Contractor shall be paid a sum that SHALL NOT EXCEED Five Hundred Thousand Dollars and 00/100 (\$500,000.00) per County Fiscal Year, October 1-September 30 ("Annual Contract Price"), unless otherwise approved by the Board of County Commissioners.
- 4.3. As a condition precedent to being owed any payment under this Agreement, the Contractor shall submit monthly, an invoice to the County, requesting payment for Work properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work was rendered pursuant to a hourly rate and the person(s) performing such Work. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. 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 consultants, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Public Works
ATTN: Director
5620 NW 120th Lane
Gainesville, FL 32653

- 4.4. All applications for payment shall be processed and paid in accordance with the provisions

of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Touchdown Logistics, LLC,
3930 NW 155th ST,
Reddick FL, 32686

4.5 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. Alachua County Minimum Wage: The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

- 5.1. 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 and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").
- 5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.3. The Contractor must provide certification, **Exhibit "3"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
- 5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements.
- 5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. Duties of the County. The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "4"**.

7. Authorization for Work.

Page 3 of 23

AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND TOUCHDOWN LOGISTIC, LLC

- 7.1. Authorization for performance of Work by the Contractor under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. A form Work Order is attached hereto as **Exhibit "5"**. Each Work Order shall describe the scope of the Work to be performed by the Contractor, state the dates for commencement and completion of the Work, and establish the amount that the County shall pay the Contractor under the Work Order, and method of payment. The total amount that the County shall pay the Contractor under each Work Order shall be based on, and shall not exceed, the prices set forth in **Exhibit "2"**. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Contractor will perform any project for the County during the Initial Term or subsequent renewal Term of this Agreement. The County reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.
- 7.2. The Public Works Director, or specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Contractor for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 4.2 of this Agreement. It shall be the Contractor's duty and responsibility to track the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County issues Work Orders or Change Orders that collectively, or individually, exceed the Annual Contract Price set forth in Paragraph 4.2, said Work Orders or Change Orders last issued that would cause the Annual Contract Price to be exceeded shall automatically be deemed invalid, and the Contractor shall immediately notify the County and shall not commence said Work without further authorization from the Board of County Commissioners.
- 7.3. Change Orders to existing Work Orders will be authorized by a Work Order Change Order **Exhibit 5-A**.
8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Public Works Director
Public Works
5620 NW 120th Lane
Gainesville, FL, 32653

Contractor:

Touchdown Logistics, LLC,
3930 NW 155th ST,
Reddick FL, 32686

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants
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9. **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. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.

10. Default and Termination.

- 10.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Contracts & Design Manager or Assistant Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the

Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

- 10.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

11. Project Records

11.1. General Provisions:

- 11.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 11.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

11.2. Confidential Information:

- 11.2.1. During the term of this Agreement or license, the Contractor may claim that some or all 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 Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

- 11.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the 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 the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 11.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 11.4. A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us , PHONE (352) 264-6906, OR US MAIL 12 SE 1st Street, Gainesville, FL 32601

12. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "6"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "6-A"**.

13. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

14. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

15. Indemnification.

15.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

15.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

15.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

15.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

15.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

16. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or Work purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

17. **Successors and Assigns.** 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.

18. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

19. **Collusion.** By signing this Agreement, the 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.

20. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

22. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The Parties may amend this Agreement only by mutual written Agreement of the Parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties.

28. **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.


29. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral Agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA


By: 
Robert Hutchinson, Chair
Board of County Commissioners
Date: 9/22/2020

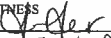
ATTEST:



J.K. "Jess" Irby, Esq
Clerk

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

WITNESS
By: 
Print: Janette Graham
Title: _____

CONTRACTOR
By: 
Print: Shedric Graham
Title: Owner
Date: 6/17/2020

IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 1: SCOPE OF WORK

1. Scope
 - a. This work will include the hauling of roadway construction materials including but not limited to asphalt millings, limerock and borrow material from the designated work site to another location located within the County as determined by the County.
2. Description of Goods & Services
 - a. All labor, fuel, equipment and incidentals required to transport and dump construction materials.
 - b. County reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price.
3. Scheduling
 - a. Work to be performed will be provided by Alachua County Public Works to the Contractor, in writing, specifying the requested dates for the work to be performed and estimated value of the work.
 - b. Work shall be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule.
 - c. Performance and Payment Bonds sufficient for the assigned work shall be provided prior to issuance of a Notice to Proceed.
4. Method of Measurement
 - a. The quantity to be paid for will be by the hour from the time the equipment and labor arrive at the designated work site to the time the last load is dumped.
 - b. The work site will be located in one of four zones:
 - i. Zone I - Western County Line to CR 241
 - ii. Zone II - NW 143rd Street to SR 121
 - iii. Zone III - SR 121 to SR 200 (US 301)
 - iv. Zone IV - SR 200 (US 301) to Eastern County Line
5. Basis of Payment
 - a. Price and payment will be full compensation for all work specified in this Section, including the dumping of the material.
 - b. If in the sole opinion of the County, and due to events beyond the control of either party, adjustments need to be made beyond those already provided, the parties shall negotiate in good faith to reach a mutually acceptable adjustment.

EXHIBIT 2: FEE SCHEDULE

ZONE	ITEM	Cost per Hour
Zone I - Western County Line To CR 241	Equipment And Labor For Hauling	\$85.00
Zone II - NW 143rd Street To SR 121	Equipment And Labor For Hauling	\$85.00
Zone III - SR 121 To SR 200 (Us 301)	Equipment And Labor For Hauling	\$85.00
Zone IV - SR 200 (Us 301) To Eastern County Line	Equipment And Labor For Hauling	\$85.00

EXHIBIT 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Work as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Touchdown Logistics, LLC,
3930 NW 155th ST,
Reddick FL, 32686

Project Description: Roadway Construction Material Hauling

WITNESS

By: [Signature]

Print: Jannette Graham

Title: _____

CONTRACTOR

By: [Signature]

Print: Shedra Graham

Title: Owner

Date: 6/17/2020

IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 4: DUTIES OF THE COUNTY

1. Provide a written request for services and a written Notice to Proceed.
2. Provide payment as provided herein to the Contractor for all services actually, timely and faithfully performed.

EXHIBIT 5: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR:

CONTRACTOR'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, Work as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ between the County and the Contractor 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 Work

☐ special conditions

☐ _____

The Contractor shall perform said Work 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 Contractor shall perform all Work required by this Work Order for the sum of _____ DOLLARS (\$_____-____). In no event shall the Contractor 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 Contractor shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The Contractor'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 Contractor 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 Contractor shall advise the County whenever the Contractor 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 Contractor for the actual Work performed under this Work Order.

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

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any Work by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the Work 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.

SIGNATURES ON FOLLOWING PAGE

 Tannette Graham
Witness

CONTRACTOR:

By:  _____
signature

Title: Shadrice Graham Owner
Print Name and Title

Date: 6/17/2020

ALACHUA COUNTY, FLORIDA

By: _____

Date: _____

EXHIBIT 5-A: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS

AMENDMENT # _____

NTP/Project # _____

Date Issued: _____

Contractor: _____

Invoicing Reference # _____

Contract Manager: _____

Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:		Original Completion Date:
Total of Prior Approved Changes		
Amount of this Change in Work Order Add or (deduct)		
New Work Order Price with This Amendment:		

_____ (_____ days after NTP)

New Completion Date: _____ (_____ days after NTP)

Not valid until signed by County

SIGNATURES ON FOLLOWING PAGE

ALACHUA COUNTY:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: [Signature]

Print Name: Shedric Graham

Title: Owner

Date: 12/17/2020

EXHIBIT 6: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation.

The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 6-A: CERTIFICATE OF INSURANCE

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND
COLEMAN CONSTRUCTION, INC.**

This Agreement is entered into this 22nd day of September, 2020 between Alachua County, Florida, a Charter County political subdivision of the State of Florida, hereinafter referred to as "County" and Coleman Construction, Inc., a Florida Corporation, with a principal business address of 25501 NW 8th LN, Newberry FL, 32669 hereinafter referred to as "Contractor" Hereinafter, the County and the Contractor shall be collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued Bid #20-65 seeking Contractors to furnish Roadway Construction Material Hauling Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid #20-65, the County identified the Contractor as one of the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the Work described in Bid # 20-65 and the Contractor desires to provide such Work to the County in accordance with the terms and conditions 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 as follows:

1. Term.

- 1.1. This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2021 (the "Initial Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional one (1) year periods 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.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1."** (hereinafter, the "Work")

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.1. The Contractor is a professional qualified to perform the Work described.
- 3.2. The Contractor warrants all the work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
- 3.3. The Contractor acknowledges and agrees that the County's review or inspection of the Work performed by Contractor shall not constitute acceptance of defective or deficient Work, and shall in no way diminish the Contractor obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish Contractor's warranty pertaining to the Work.

4. **Method of Payment.** For all Work actually, timely and fully performed, the Contractor will be paid as follows:

- 4.1. The Contractor shall be paid subject to the additions and deductions as provided in **Exhibit "1"** and in accordance with the Fee Schedule provided in **Exhibit "2"**.
- 4.2. The Contractor shall be paid a sum that SHALL NOT EXCEED Five Hundred Thousand Dollars and 00/100 (\$500,000.00) per County Fiscal Year, October 1-September 30 ("Annual Contract Price"), unless otherwise approved by the Board of County Commissioners.
- 4.3. As a condition precedent to being owed any payment under this Agreement, the Contractor shall submit monthly, an invoice to the County, requesting payment for Work properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work was rendered pursuant to a hourly rate and the person(s) performing such Work. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. 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 consultants, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Public Works
ATTN: Director
5620 NW 120th Lane
Gainesville, FL 32653

- 4.4. All applications for payment shall be processed and paid in accordance with the provisions

of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Coleman Construction, Inc.,
25501 NW 8th LN,
Newberry FL, 32669

4.5 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work

5. **Alachua County Minimum Wage:** The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.1. 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 and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").

5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.3. The Contractor must provide certification, **Exhibit "3"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements

5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "4"**

7. **Authorization for Work.**

7.1. Authorization for performance of Work by the Contractor under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. A form Work Order is attached hereto as **Exhibit "5"**. Each Work Order shall describe the scope of the Work to be performed by the Contractor, state the dates for commencement and completion of the Work, and establish the amount that the County shall pay the Contractor under the Work Order, and method of payment. The total amount that the County shall pay the Contractor under each Work Order shall be based on, and shall not exceed, the prices set forth in **Exhibit "2"**. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The County makes no covenant or promise as to the number of available projects, or that the Contractor will perform any project for the County during the Initial Term or subsequent renewal Term of this Agreement. The County reserves the right to contract with other parties for the Work contemplated by this Agreement when it is determined, by the County, to be in its best interest to do so.

7.2. The Public Works Director, or specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Contractor for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 4.2 of this Agreement. It shall be the Contractor's duty and responsibility to track the total, cumulative dollar amount of all Work Orders and Change Orders each fiscal year. In the event that the County issues Work Orders or Change Orders that collectively, or individually, exceed the Annual Contract Price set forth in Paragraph 4.2, said Work Orders or Change Orders last issued that would cause the Annual Contract Price to be exceeded shall automatically be deemed invalid, and the Contractor shall immediately notify the County and shall not commence said Work without further authorization from the Board of County Commissioners.

7.3. Change Orders to existing Work Orders will be authorized by a Work Order Change Order **Exhibit 5-A**.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Public Works Director
Public Works
5620 NW 120th Lane
Gainesville, FL, 32653

Contractor:

Coleman Construction, Inc.,
25501 NW 8th LN,
Newberry FL, 32669

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants
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9. **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. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.

10. Default and Termination.

- 10.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Contracts & Design Manager or Assistant Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the

Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

- 10.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

11. Project Records

11.1. General Provisions:

- 11.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(2), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 11.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

11.2. Confidential Information:

- 11.2.1. During the term of this Agreement or license, the Contractor may claim that some or all 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 Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

11.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the 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 the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

11.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

11.4. A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us , PHONE (352) 264-6906, OR US MAIL 12 SE 1st Street, Gainesville, FL 32601

12. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "6"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "6-A"**.

13. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

14. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

15. Indemnification.

15.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

15.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

15.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

15.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts

15.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

16. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or Work purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

17. **Successors and Assigns.** 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.

18. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

19. **Collusion.** By signing this Agreement, the 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.

20. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

22. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The Parties may amend this Agreement only by mutual written Agreement of the Parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties.

28. **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.


29. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral Agreements, understandings, or representations.

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

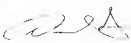
ALACHUA COUNTY, FLORIDA

By: 
Robert Hutchinson, Chair
Board of County Commissioners
Date: 7/22/2020

ATTEST:


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

APPROVED AS TO FORM

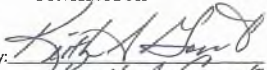

Alachua County Attorney's Office

(SEAL)

CONTRACTOR

WITNESS

By: Katherine Upshaw
Print: Katherine Upshaw
Title: Office Manager

By: 
Print: Keith A. Grinto
Title: Corp Sec
Date: 08-06-20

IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 1: SCOPE OF WORK

1. Scope

- a. This work will include the hauling of roadway construction materials including but not limited to asphalt millings, limerock and borrow material from the designated work site to another location located within the County as determined by the County.

2. Description of Goods & Services

- a. All labor, fuel, equipment and incidentals required to transport and dump construction materials.
- b. County reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price.

3. Scheduling

- a. Work to be performed will be provided by Alachua County Public Works to the Contractor, in writing, specifying the requested dates for the work to be performed and estimated value of the work.
- b. Work shall be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule.
- c. Performance and Payment Bonds sufficient for the assigned work shall be provided prior to issuance of a Notice to Proceed

4. Method of Measurement

- a. The quantity to be paid for will be by the hour from the time the equipment and labor arrive at the designated work site to the time the last load is dumped.
- b. The work site will be located in one of four zones:
 - i. Zone I - Western County Line to CR 241
 - ii. Zone II - NW 143rd Street to SR 121
 - iii. Zone III - SR 121 to SR 200 (US 301)
 - iv. Zone IV - SR 200 (US 301) to Eastern County Line

5. Basis of Payment

- a. Price and payment will be full compensation for all work specified in this Section, including the dumping of the material
- b. If in the sole opinion of the County, and due to events beyond the control of either party, adjustments need to be made beyond those already provided, the parties shall negotiate in good faith to reach a mutually acceptable adjustment.

EXHIBIT 2: FEE SCHEDULE

ZONE	ITEM	Cost per Hour
Zone I - Western County Line To CR 241	Equipment And Labor For Hauling	\$85.00
Zone II - NW 143rd Street To SR 121	Equipment And Labor For Hauling	\$85.00
Zone III - SR 121 To SR 200 (Us 301)	Equipment And Labor For Hauling	\$85.00
Zone IV - SR 200 (Us 301) To Eastern County Line	Equipment And Labor For Hauling	\$85.00

EXHIBIT 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Work as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

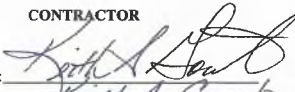
Coleman Construction, Inc.,
2501 NW 8th LN, PO Box 1559,
Newberry FL, 32669

Project Description: Roadway Construction Material Hauling

WITNESS

By: Katherine Upshaw
Print: Katherine Upshaw
Title: Office Manager

CONTRACTOR

By: 
Print: Keith A. Gornato
Title: Corp Sec.
Date: 08-06-20

IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 4: DUTIES OF THE COUNTY

1. Provide a written request for services and a written Notice to Proceed.
2. Provide payment as provided herein to the Contractor for all services actually, timely and faithfully performed.

EXHIBIT 5: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR:

CONTRACTOR'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, Work as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ between the County and the Contractor 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 Work

☐ special conditions

☐ _____

The Contractor shall perform said Work 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 Contractor shall perform all Work required by this Work Order for the sum of _____ DOLLARS (\$ _____ - _____). In no event shall the Contractor 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 Contractor shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$ _____). The Contractor'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 Contractor 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 Contractor shall advise the County whenever the Contractor 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 Contractor for the actual Work performed under this Work Order.

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

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any Work by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the Work 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.

SIGNATURES ON FOLLOWING PAGE

Witness

CONTRACTOR:

By: _____

signature

Title: _____

Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____

Date: _____

EXHIBIT 5-A: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS

AMENDMENT # _____

NTP/Project # _____

Date Issued: _____

Contractor: _____

Invoicing Reference # _____

Contract Manager: _____

Project #: _____

Work Order Description:

Deliverable(s):

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:	

Original
Completion
Date:

_____ (_____ days after NTP)

New Completion Date: _____ (_____ days after NTP)

Not valid until signed by County

SIGNATURES ON FOLLOWING PAGE

ALACHUA COUNTY:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 6: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTRACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

National Flood Insurance Program.

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation.

The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 6-A: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff-Williams Insurance
3501-A W. University Ave
Gainesville FL 32607

CONTACT
NAME: Lisa Cameron
PHONE (A/C, H/L, E/L): 352-371-7977 FAX: 352-505-2068
E-MAIL: lisa@mcgriffwilliams.com
ADDRESS: lisa@mcgriffwilliams.com

INSURED
Coleman Construction Inc
PO Box 1659
Newberry FL 32669

COLEM-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Owners Insurance	10190
INSURER B: Auto-Owners Insurance Co	18988
INSURER C: Zenith Insurance Company	13269
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1173724053

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WSLT LTR	TYPE OF INSURANCE	ADD. INSR	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOG OTHER:		78398645	2/1/2020	2/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PERSONAL (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		5269974100	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		5269974101	2/1/2020	2/1/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	Z136485802	4/6/2020	4/6/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed as additional insured per contract with Insured.

CERTIFICATE HOLDER

Alachua County Board of County Commissioners
10 SW 2nd Ave
Gainesville FL 32601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Keith Hain

COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

COLEMAN CONSTRUCTION INC.

(Insert Name of Corporation)

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

The Board of Directors ("Directors") of Coleman Construction Inc., a
(insert name of company)

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

held meeting on the 6th day of August, 2020, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

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

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

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

county and political subdivision of the State of Florida:

NAME

Keith Gornito

TITLE

Corp Secretary/Treasurer

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 August, 2020, 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: 

Keith Gornito

(Print Secretary's Name)

Articles of Amendment
to
Articles of Incorporation
of

Coleman Construction Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P98000100731

(Document Number of Corporation (if known))

20 MAY 18 PM 3:15

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

25501 NW 8th Lane
Newberry, FL 32669

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

P.O. Box 1559
Newberry, FL 32669

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

Robert B. Prevatt - Owner

(Florida street address)

New Registered Office Address:

25501 NW 8th LN Newberry

(City)

Florida

32669

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.



Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (c), F.S.

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe
☒ Remove V Mike Jones
☒ Add SV Sally Smith

Type of Action
(Check One)

Title

Name

Address

- | | | | |
|---|--------------|--------------------------|------------------------------|
| 1) <input type="checkbox"/> Change | <u>P</u> | <u>Joan E. Coleman</u> | <u>22206 NW 94th Ave</u> |
| <input type="checkbox"/> Add | | | |
| <input checked="" type="checkbox"/> Remove | | | |
| 2) <input type="checkbox"/> Change | <u>VP</u> | <u>Mark S. Coleman</u> | <u>22206 NW 94th Ave</u> |
| <input type="checkbox"/> Add | | | |
| <input type="checkbox"/> Remove | | | |
| 3) <input checked="" type="checkbox"/> Change | <u>S</u> | <u>Keith Corinto</u> | <u>_____</u> |
| <input type="checkbox"/> Add | | | |
| <input type="checkbox"/> Remove | | | |
| 4) <input type="checkbox"/> Change | <u>P</u> | <u>Robert B. Prevatt</u> | <u>11994 NW 70th Ave</u> |
| <input checked="" type="checkbox"/> Add | | | |
| <input type="checkbox"/> Remove | | | |
| 5) <input type="checkbox"/> Change | <u>T</u> | <u>Dana C. Longford</u> | <u>Chief Land, St. 32626</u> |
| <input checked="" type="checkbox"/> Add | | | <u>3551 NW 140th St</u> |
| <input type="checkbox"/> Remove | | | <u>Chief Land, St.</u> |
| | | | <u>32626</u> |
| 6) <input type="checkbox"/> Change | <u>_____</u> | <u>_____</u> | <u>_____</u> |
| <input type="checkbox"/> Add | | | |
| <input type="checkbox"/> Remove | | | |

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

All shares of the Company Coleman
Construction are now owned by
Robert B. Prevatt

The date of each amendment(s) adoption: _____ if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **CK ONE**

☒ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

Dated 5-12-2020

Signature

Dana C. Langford Treasurer

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Dana C. Langford

(Typed or printed name of person signing)

Treasurer

(Title of person signing)