

**FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT NO. 11524 WITH
FOUNDATION SERVICES OF CENTRAL FLORIDA INC.
FOR ANNUAL SUBSURFACE INJECTION AND GROUT SERVICES**

This First Amendment to Agreement #11524 is entered into this _____ day of _____, 20____ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and FOUNDATION SERVICES OF CENTRAL FLORIDA, INC., a Florida for profit corporation with a principal business address of 4265 NW 44th Avenue, Ocala, FL 34482 hereinafter referred to as "Contractor". Hereinafter, the County and Contractor are collectively referred to as the "Parties".

WITNESSETH

WHEREAS, in 2020 the County issued Bid #20-230 seeking contractors to furnish Annual Subsurface Injection and Grout Services, in Alachua County, Florida; and

WHEREAS, the Parties hereto entered into the *Contractual Services Agreement with Foundation Services of Central Florida Inc.*, for Annual Subsurface Injection and Grout Services dated October 13, 2020 (the "Agreement"); and

WHEREAS, the County has elected to exercise its option to renew the Term of the Agreement for through September 30, 2022 ("Renewal Option Term"), and to reflect an increase to the Alachua County Minimum Wage as mandated by the Wage Ordinance, and to add a clause which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System.

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. **SECTION #1** of the Agreement, **Term**, is amended and replaced in its entirety to read:
 - 1.1 The Term of the Agreement is extended through September 30, 2022 (the "Renewal Option Term"), unless earlier terminated as provided 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. **SECTION #5** of the Agreement, **Alachua County Minimum Wage**, subsections 5.1 and 5.2, are

amended to read as follows. All other subsections of section 5 remain the same.:

- 5.1 The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, 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 the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2 Current required Alachua County Government Minimum Wage is \$15.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$17.00 when health benefits are not provided (collectively, the "Minimum Wage").
3. **SECTION #32 of the Agreement, U.S. Department of Homeland Security E-Verify System**, is added as follows:
 32. **U.S. Department of Homeland Security E-verify System**
 - 32.1 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.
 - 32.2 The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.
4. This First Amendment shall take effect upon execution by all Parties.
5. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the Parties, dated October 13, 2020, including any attachments thereto, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Marihelen Wheeled, Chair
Board of County Commissioners
Date: _____

ATTEST

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

WITNESS (By Corporate Officer)

By: _____
Print: Edward R. Syler
Title: Owner/Partner

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
9E797AC46776481...
Alachua County Attorney's Office

FOUNDATION SERVICES OF CENTRAL
FLORIDA, INC.

By: _____
Print: Robert Stephenson
Title: GM/Partner
Date: 2-18-2022

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