

**SECOND AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES WITH
TOUCHDOWN LOGISTICS, LLC
#11649**

THIS SECOND AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Touchdown Logistics LLC, a Florida Limited Liability Corporation which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County and Contractor previously entered into a Contractual Services Agreement dated September 22, 2020 for Annual Roadway Construction Material Hauling Services for Bid 20-65, identified by No. 11649 (the "Agreement"); and

WHEREAS the Parties previously entered into the First Amendment to the Agreement dated July 6, 2021, (the "First Amendment") through which the term of the Agreement was extended through September 30, 2022, to update the required Alachua County Minimum Wage, and to add a provision regarding the employment eligibility requirements of the U.S. Department of Homeland Security E-Verify System; and

WHEREAS, the County has elected its option to renew the term of the original Agreement to allow the Contractor to continue furnish the goods or service to Alachua County; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #1.1 of the Agreement titled "Term" is amended to read as follows:

1.1 This Agreement is effective beginning September 22, 2020 and is renewed until September 30, 2023, unless earlier terminated as provided herein.

B. Amendment: Exhibit 2 of the Agreement titled "Fee Schedule", is hereby deleted in its entirety and replaced with an updated Exhibit 2 Fee Schedule attached to this Amendment.

C. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2022.

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

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

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
TANNETTE GRAHAM
By: _____
1D4GFB765A1D4DA...
TANNETTE GRAHAM
Print: _____
Title: CFO
Date: 7/1/2022

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.

EXHIBIT 2: FEE SCHEDULE

| ZONE | ITEM | Cost per Hour |
|--|---------------------------------|----------------------|
| Zone I - Western County Line To CR 241 | Equipment And Labor For Hauling | \$90.00 |
| Zone II - NW 143rd Street To SR 121 | Equipment And Labor For Hauling | \$90.00 |
| Zone III - SR 121 To SR 200 (Us 301) | Equipment And Labor For Hauling | \$90.00 |
| Zone IV - SR 200 (Us 301) To Eastern County Line | Equipment And Labor For Hauling | \$90.00 |

