

**FIRST AMENDMENT TO AGREEMENT #11797 FOR CONTRACTUAL SERVICES  
BETWEEN ALACHUA COUNTY AND COLEMAN CONSTRUCTION, INC.**

THIS FIRST AMENDMENT TO AGREEMENT #11797, made and entered into on August 10, 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and 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**, in 2020 the County issued Bid #20-65 seeking Contractors to furnish Roadway Construction Material Hauling Services in Alachua County, Florida; and

**WHEREAS**, the Parties entered into the *Agreement for Contractual Services between Alachua County and Coleman Construction, Inc.*, dated September 22, 2020 (the "Agreement") for the provision of Roadway Construction Material Hauling Services; and

**WHEREAS**, the County has elected to exercise its first renewal option to renew the Term of the Agreement for a 1-year period commencing October 1, 2021 through September 30, 2022 (the "First Renewal Term") and to amend the Agreement 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**, subsection 1.1 is amended in its entirety as follows. Subsection 1.2 remain unchanged by this Amendment.

1.1 The Term of the Agreement is renewed for the period of October 1, 2021 and shall continue through September 30, 2022 (the "First Renewal Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional one (1) year periods at the same terms and conditions outlined herein.

2. **SECTION #5** of the Agreement, **Alachua County Minimum Wage**, is amended to (a) replace Chapter 22, Article III with Chapter, Article XII, (b) replace reference to sec. 22.45 with section 22.12-101 for definition of "Covered Employee", and (c) amend subsection 5.1 in its entirety to state as follows:

5.1 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 #30** of the Agreement, **U.S. Department of Homeland Security E-Verify System**, is added as follows:

**30. U.S. Department of Homeland Security E-verify System.**

30.1 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>.

30.2 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 expiration of the original Agreement, after execution by the Parties.

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

*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

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

ALACHUA COUNTY, FLORIDA

By: [Signature]  
Ken Cornell, Chair  
Board of County Commissioners  
Date: 8/12/21

ATTEST: [Signature]  
J.K. "Jess" Irby, Esq. Clerk

APPROVED AS TO FORM  
DocuSigned by:  
Diana Johnson  
8E797AC40770481...  
Alachua County Attorney's Office

(SEAL)

  
Katherine Upshaw, NOTARY

CONTRACTOR  
By: [Signature]  
Print: Keith A. Gornitz  
Title: Corp Sec  
Date: 06-28-2021

**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.**

