

**FIRST AMENDMENT TO CONTINUING SERVICES AGREEMENT #11131  
BETWEEN ALACHUA COUNTY AND NV5, INC.**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and NV5, Inc., with a business address of 3008 NW 13<sup>th</sup> Street, Suite B, Gainesville FL 32609 hereinafter referred to as "Professional". Collectively the County and the Professional are hereinafter referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, in 2018, the County issued Request for Proposal (RFP) #19-23 seeking qualified professionals to furnish Annual Professional Surveying in Alachua County; and

**WHEREAS**, after evaluating and considering all timely responses to RFP #19-23, the County identified the Professional as one of the ranked firms; and

**WHEREAS**, pursuant to Request for Proposal (RFP) #19-23 the Parties hereto previously entered into the *Continuing Services Agreement between Alachua County and NV5, Inc.*, dated December 11, 2018 (the "Agreement") for the provision of **Annual Professional Surveying**; and

**WHEREAS**, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"); and

**WHEREAS**, the Parties wish to amend the agreement as 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 to amend the Agreement as follows:

A. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read:

1.1 The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2019 through and ending September 30, 2021 (the "First Renewal Option Term"), unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year 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.

B. This First Amendment shall take effect commencing October 1, 2019 after execution by all Parties.

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

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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: \_\_\_\_\_  
Charles S. Chestnut IV, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

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

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

PROFESSIONAL

ATTEST

By: \_\_\_\_\_

Print: Chris Leftakis

Title: VP

By: \_\_\_\_\_

Print: Robert J. Lochrane, P.E.

Title: Senior VP

Date: 6/11/19

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

## CORPORATE AUTHORIZATION RESOLUTION

I, Richard Tong, Executive Vice President and Director of NV5, Inc. (The "Corporation") hereby certifies that: the Corporation is duly organized and existing under the laws of the State of Delaware and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held, at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Robert Lochrane, Senior Vice President, be and is hereby authorized and empowered to sign any and all contracts and documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, or any contract entered into with Alachua County, for Continuing Services Contract (RFP #19-23) and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with Alachua County, for Continuing Services Contract (RFP #19-23), prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this October 17, 2018.

  
Richard Tong, Executive Vice President

