

**SECOND AMENDMENT TO AGREEMENT NO. 10731 BETWEEN ALACHUA
COUNTY AND PRITCHETT TRUCKING, INC.
FOR ANNUAL BACK-UP AND EMERGENCY HAULING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT NO. 10731, made and entered into on _____, 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 PRITCHETT TRUCKING, INC., a Florida for profit corporation with a principal business address of 1050 S.E. 6th Street, Lake Butler, Florida 32054, hereinafter referred to as "Contractor". Collectively the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Bid No. 17-66, the Parties hereto previously entered into the *Agreement for Contractual Services Between Alachua County and Pritchett Trucking, Inc. for Annual Back-Up and Emergency Hauling Services Bid# 17-66*, dated November 14, 2017, (the "Agreement") with an initial term ending September 30, 2019 included 2 of 2-year(s) renewal option(s); and

WHEREAS, the Parties entered into the First Amendment to the Agreement, dated September 26, 2019 (the "First Amendment") through which the County exercised 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 to reflect the increase to the Alachua County Minimum Wage; and,

WHEREAS, the County has elected to exercise its second option to renew the Term of the Agreement for a two-year period commencing October 1, 2021 through September 30, 2023 ("Final Renewal Option Term") and to reflect the change to the Alachua County Minimum Wage, to increase the price the County pays the Contractor from \$11.00 to \$12.45, to add a clause which defines and allows electronic signatures, to add a clause which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System 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 further amend the Agreement as follows:

1. Paragraph #1 of the Agreement, Term, sub-paragraph 1.1 amended and replaced in its entirety to read

1.1 The County has elected to exercise its second option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2021 through and ending September 30, 2023 (the "Final Renewal Option Term), unless earlier terminated as provided herein.

2. Paragraph #4 of the Agreement, Method of Payment, sub-paragraph 4.1 amended and replaced in its entirety to read

4.1. The Contractor shall be paid an amount equal to \$ 12.45 per ton, with a minimum of 22 tons per load.

3. Paragraph #5 of the Agreement, Alachua County Minimum Wage, is hereby amended to reflect a reference change, from Chapter 22, Article III of the Alachua County Code of Ordinances to Chapter 22, Article XII.

4. Paragraph #5 of the Agreement, Alachua County Minimum Wage, subparagraph 5.1 and 5.2, as previously amended are further amended in their entirety to read:

5.1 The 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.

5.2 The current required Alachua County Minimum Wage is \$17.00 per hour when health benefits are not provided.

5. Paragraph #29 of the Agreement, Electronic Signatures, is a new paragraph added to the Agreement to read:

29. 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.

6. Paragraph #30 of the Agreement, U.S. Department of Homeland Security E-Verify System, is a new paragraph added to the Agreement to read:

30. U.S. Department of Homeland Security E-Verify System.

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>.

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>.

7. This SECOND Amendment shall take effect October 1, 2021, after execution by the Parties
8. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect. In the event of any conflict between this Second Amendment and the First Amendment, the terms of this Second Amendment shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this **SECOND** 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: _____
Ken Cornell, Chair
Board of County Commissioners
Date: _____

ATTEST

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

APPROVED AS TO FORM

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

Contractor **PRITCHETT TRUCKING**

ATTEST

By: DTR
Print: Derrick Rudd
Title: Controller

By: JW
Print: Jeff Wood
Title: DIRECTOR
Date: _____

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.