# FIRST AMENDMENT TO AGREEMENT NO. 11404 BETWEEN ALACHUA COUNTY AND

## ALS GROUP, INC FOR ANNUAL LABORATORY ANALYSIS SERVICES - RFP 20-96

THIS FIRST AMENDMENT	TO AGREEME	NT NO. 11404,	made and	entered	into this
day of	A.D. 20	, by and between	en Alachua	County,	a charter
county and political subdivision	on of the State of	Florida, by and	through its	Board o	f County
Commissioners, hereinafter ref	ferred to as "Count	y", and ALS Gro	up, Inc., a F	Florida co	rporation
with a principal address of 914	43 Phillips Highwa	y Suite 200 Jacks	sonville FL	32256, he	ereinafter
referred to as "Contractor". Col	llectively, the Cour	nty and the Contra	ctor are her	einafter re	eferred to
as the "Parties".					

### **WITNESSETH:**

**WHEREAS,** in 2019, the County issued RFP #20-96 seeking Contractors to furnish Annual Laboratory Analysis Services in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #20-96 the County identified the Contractor as the top ranked firm; and

**WHEREAS**, pursuant to RFP #20-96 the Parties hereto previously entered into the *Agreement for Contractual Services between Alachua County and ALS Group, Inc.* dated October 8, 2019 (the "Agreement") for the provision of Annual Laboratory Analysis Services; and

WHEREAS, the County has elected to exercise its first option to renew the Term of the Agreement for a two-year period continuing through September 30, 2023 ("First Renewal Option Term"), to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"), to update the analysis methodology, to add a provision which defines and allows electronic signatures, and to add a provision 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 amend the Agreement as follows:

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

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, this amendment shall take effect upon expiration of the original agreement and continues through September 30, 2023 (the first renewal term) unless earlier

terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year period at the same terms and conditions outlined herein.

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. SUBPARAGRAPH 5.2 of the Agreement, is hereby amended and replaced in its entirety to read:
- 5.2 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 and \$17.00 when health benefits are not provided (collectively, the "Minimum Wage").
- C. EXHIBIT 2: Rate Schedule is hereby amended and replaced in its entire to read:

## **EXHIBIT 2: Rate Schedule**

	Exhibit A-1A: ACEPE				vvater		
Group	Analyte		Т		Alternative	Alterna	tive Un
	2000 1000000 🚅 1000	Method	Uni	it Price	Method	Pr	ice
	Ammonia Nitrogen	EPA 350.1	\$	12.00			
	BOD (5 Day)	SM 5210B	\$	20.00			
	CBOD (5 Day)	SM 5210B	\$	20.00			
	Bromide	EPA 300.0	\$	8.00			
	Chloride	EPA 300.0	\$	8.00			
	Chlorophyll-a (corrected)	SM 10200H	\$				
	Chlorophyll-a (uncorrected)	SM 10200H	\$	-			
	Chlorophyll-a-b-c	SM 10200H	\$	-			
	Chlorophyll-b	SM 10200H	\$	-			
	Chlorophyll-c	SM 10200H	\$				
	COD	EPA 410.4			SM5220D	\$	20
	Color	EPA 110.2			SM2120B	\$	10
	Corrosivity (Langelier Index)	SM 2330	\$	72			
	Cyanide	EPA 335.4	\$		SM4500-CN-E	\$	18
	Fluoride	A4500-F C-11	\$		EPA 300.0	\$	8
S	Hardness	SM 2340 B	\$	12.00			
Ţ.	Nitrate	EPA 353.2			EPA 300.0	\$	8
a)	Nitrite	EPA 354.1/300.0	\$	8.00			
Ā	Nitrate plus Nitrite	EPA 353.2	\$	14.00			
<u>100</u>	Oil and Grease		\$		EPA 1664	\$	35
<u>le</u>	Organic Nitrogen	EPA 351.2/350.1	\$	26.00			
General Analytes	Soluble Reactive Phosphate	EPA 365.2			EPA Method 300.0	\$	12
_	pH (Lab)	EPA 150.1			SM4500-H+B	\$	8
	Pheophytin-a	SM 10200H	\$	-			
	Silica	EPA 370.1	\$		SM 4500-SiO2	\$	
	Specific conductance (Lab)	EPA 120.1			SM2150B	\$	6
	Sulfate	EPA 300.0	\$	8.00			
	Sulfide	EPA 376.1	\$	20.00			
	Bicarbonate Alkalinity	SM 2320B	\$	*			
	Total Alkalinity	SM 2320B	\$	14.00			
	Total Dissolved (filterable) Solids (TDS)	EPA 160.1			SM2540C	\$	12
	Total Kjeldahl Nitrogen (TKN)	A4500-NH3 G-11	\$	24.00			
	Total Nitrogen	SM 4500-N C	\$	1=1	Calculation		
	Total Organic Carbon (TOC)	SM 5310B	\$	24.00			
	Total Phosphorus	EPA 365.2			EPA 365.1	\$	15
	Total Suspended Solids (TSS)	EPA 160.2			SM2540D	\$	8
	Total Volatile Solids (TVS)	EPA 160.4			SM2540E	\$	15
	Turbidity	EPA 180.0			SM2130B	\$	8
>	Destario Cuesias Identification	SM 9250/9260					
o	Bacteria Species Identification	SIVI 9230/9260	\$				
<u>ō</u>	Fecal Streptococcus and/or	ED4 4000					
g	Enterococcus group (membrane filter)	EPA 1600	\$	-			
Microbiology	Fecal Coliform (membrane filter)	SM 9222D	\$	3.77			
Σ	E. coli (membrane filter)	EPA 1603	\$	72			

Antmony Arisenic Barium EPA 200.7 \$ 7.00 Beryllium EPA 200.7 \$ 7.00 Coronic EPA 200.7 \$ 7.00 Cadmium (FA 200.7 \$ 7.00 Cadmium (FA 200.7 \$ 7.00 Coronic EPA 200.7 \$ 7.00 Chromium (total) EPA 200.7 \$ 7.00 Cobalt EPA 200.7 \$ 7.00 Copper EPA 200.7 \$ 7.00 Copper EPA 200.7 \$ 7.00 ICP Scan ICP Scan EPA 200.7 \$ 7.00 ICP Scan ICP Sca	TAIL		EDA 200 7/200 9	Φ.	7.00			
Arsenic EPA 200.7 \$ 7.00   Barium EPA 200.7 \$ 7.00   Beryllium EPA 200.7 \$ 7.00   Beryllium EPA 200.7 \$ 7.00   Boron EPA 200.7 \$ 7.00   Cadrium EPA 200.7 \$ 7.00   Calcium EPA 200.7 \$ 7.00   Cohoalt EPA 200.7 \$ 7.00   Cohoalt EPA 200.7 \$ 7.00   Copper EPA 200.7 \$ 7.00   Iron EPA			EPA 200.7/200.8	\$	7.00			
Barium								
Beryllium		A A A A A A A A A A A A A A A A A A A	A STATE OF THE STA		A			
Boron				-				
Cadmium		0,70 \$ 0.001 (0.0000)		10000				
Calcium								
Chromium (+6)								
Chromium (total)	Ca	alcium		\$	7.00			
Cobalt	Ch	nromium (+6)		\$	25.00			
Copper   EPA 200.7   \$ 7.00	Ch	nromium (total)	EPA 200.7	\$	7.00			
CP Scan	Co	obalt	EPA 200.7	\$	7.00			
Iron	Co	opper	EPA 200.7	\$	7.00			
Lead	ICF	P Scan	EPA 200.7	\$	150.00			
Magnesium	Iro	on	EPA 200.7	\$	7.00			
Magnesium	Lea	ead	EPA 200.7	\$	7.00			
Mercury	<u>≅</u> Ma	agnesium	EPA 200.7					
Mercury	Ma Ma	anganese				2.		
Molybdenum	∑ Me			Ť	1.00	245.1	\$ 2	25.00
Nickel				¢.	7.00	240.1	Ψ 2	20.00
Potassium								
RCRA Metals (8)	_							
RCRA Metals (8)   7471A	120	otassium		<b>Þ</b>	7.00			
Selenium	RC	CRA Metals (8)		١.,	.=			
Silver		2.2		100.00				
Sodium								
Strontium								
Thallium				\$				
Tin	Str	rontium	EPA 200.7	\$	7.00			
Titanium	Th	nallium	EPA 200.7	\$	7.00			
Vanadium	Tin	n	EPA 200.7	\$	7.00			
Chlorinated Pesticides/PCBs	Tita	tanium	EPA 200.7	\$	7.00			
Chlorinated Pesticides/PCBs	Va	anadium	EPA 200.7	\$	7.00			
Dioxins and Furans (full list)	Zin	nc	EPA 200.7	\$	7.00			
Dioxins and Furans (full list)								
Dioxins and Furans (TCDD/TCDF only)   EPA 1613B   \$ 395.00     EDB	Ch	nlorinated Pesticides/PCBs	EPA 8081 / 8082	\$	80.00			
Dioxins and Furans (TCDD/TCDF only)   EPA 1613B   \$ 395.00	Dic	oxins and Furans (full list)	EPA 1613B	\$	600.00			
EDB			EPA 1613B					
Glyphosate (Drinking Water)		,	THE PARTY OF THE P	_				
Glyphosate		16		_				
Chlorinated Herbicides				_	TANKET			
Priority Pollutant Semi-volatile Organic Compounds (SVOCs)  Identification of Non-priority Pollutant Organics with GC/MS > 10 PPB Nitrogen Phosphorus Pesticides Polynuclear Aromatic Hydrocarbons (PAHs) Priority Pollutant Volatile Organic Compounds (VOCs) Total Recoverable Petroleum Hydrocarbons (TRPH) VOCs, with Acetone and Methyl ethyl ketone  EPA 625 or 8270 \$ 50.00  EPA 8270 or 8310  EPA 8270 or 8310  EPA 624 or 8260 \$ 59.00  FL-PRO \$ -				-				
Compounds (SVOCs)	Ch	nlorinated Herbicides	EPA 8151	\$	175.00			
Compounds (SVOCs)	Pri	iority Pollutant Semi-volatile Organic	ED4 005 - 0070					
Polynuclear Aromatic Hydrocarbons (PAHs) Priority Pollutant Volatile Organic Compounds (VOCs) Total Recoverable Petroleum Hydrocarbons (TRPH) VOCs, with Acetone and Methyl ethyl ketone  EPA 8141 \$ - EPA 8270 or 8310  EPA 8270 or 8310  EPA 8260 \$ 59.00	S Co		EPA 625 or 8270	\$	110.00			
Polynuclear Aromatic Hydrocarbons (PAHs) Priority Pollutant Volatile Organic Compounds (VOCs) Total Recoverable Petroleum Hydrocarbons (TRPH) VOCs, with Acetone and Methyl ethyl ketone  EPA 8141 \$ - EPA 8270 or 8310  EPA 8270 or 8310  EPA 8260 \$ 59.00	∏ Ide							
Polynuclear Aromatic Hydrocarbons (PAHs) Priority Pollutant Volatile Organic Compounds (VOCs) Total Recoverable Petroleum Hydrocarbons (TRPH) VOCs, with Acetone and Methyl ethyl ketone  EPA 8141 \$ - EPA 8270 or 8310  EPA 8270 or 8310  EPA 8260 \$ 59.00	Ď Ord		EPA 625 or 8270	\$	50.00			
Polynuclear Aromatic Hydrocarbons (PAHs) Priority Pollutant Volatile Organic Compounds (VOCs) Total Recoverable Petroleum Hydrocarbons (TRPH) VOCs, with Acetone and Methyl ethyl ketone  EPA 8270 or 8310  EPA 8270 or 8310  EPA 8260 \$ 59.00	Ō Nit		EDA 81/11	10000	1 700110011070			
(PAHs) EPA 8270 or 8310 EPA 8270 SIM \$ Priority Pollutant Volatile Organic Compounds (VOCs) EPA 624 or 8260 \$ 59.00  Total Recoverable Petroleum Hydrocarbons (TRPH) FL-PRO \$ - VOCs, with Acetone and Methyl ethyl ketone EPA 8260 \$ 59.00			LI A 0141	Ψ				
Priority Pollutant Volatile Organic Compounds (VOCs)  Total Recoverable Petroleum Hydrocarbons (TRPH)  VOCs, with Acetone and Methyl ethyl ketone  EPA 624 or 8260  \$ 59.00  FL-PRO \$ -			EPA 8270 or 8310			EDA 8270 SIM	¢ a	30.00
Compounds (VOCs)  Total Recoverable Petroleum Hydrocarbons (TRPH)  VOCs, with Acetone and Methyl ethyl ketone  EPA 624 or 8260 \$ 59.00  FL-PRO \$ - VOCS, with Acetone and Methyl ethyl ketone				-		LFA 0270 SIW	Ψ (	00.00
Total Recoverable Petroleum Hydrocarbons (TRPH)  VOCs, with Acetone and Methyl ethyl ketone  FL-PRO  \$ -  EPA 8260 \$ 59.00			EPA 624 or 8260	<sub>C</sub>	E0.00			
Hydrocarbons (TRPH) FL-PRO \$ - VOCs, with Acetone and Methyl ethyl ketone EPA 8260 \$ 59.00				φ	39.00			
VOCs, with Acetone and Methyl ethyl ketone EPA 8260 \$ 59.00	0.00	PEARSON DESCRIPTION APPROXIMATION OF DISCOVERS AND DESCRIPTION OF OR	FL-PRO	φ.				
ketone EPA 8260 \$ 59.00		Therefore, And the published the published and the published to		Þ	-			
ketone \$ 59.00		N N N N N N N N N N N N N N N N N N N	EPA 8260	I _	50.00			
Hach 2100-Q Portable Turbidimeter Not Applicable \$ - Not Applicable Not Applicabl				_	59.00			
Hach Pocket Colorimeter II Chlorine Not Applicable Not Applicable Not Applicable	E E Ha	ach 2100-Q Portable Turbidimeter	Not Applicable	\$		Not Applicable	Not Applicable	)
≥ 10 E   Not Applicable   Not Applica	P Fi	ach Pocket Colorimeter II Chlorine	N. 1 & P. 11			N. 1. 6 . 6 . 1.1	N A P	
I TO DIVIDE IN THE STATE OF THE	am		Not Applicable	\$		Not Applicable	Not Applicable	•
Hourly field sampling rate for a crew of	all S			Ψ				
Not Applicable   Not Ap	O E TO	product a processor protestal sectors because stone And appropriate	Not Applicable	\$		Not Applicable	Not Applicable	)
*One species only		V.		Ψ	-	k.		

	Exhibit A-1B: AC	EPD Analytical Price Sh	eet for Sedime	nt/Soil Mat	rix	
			Sedime	ent/Soil		
Group	Analyte	Method	Reporting Limit	Price	Alternative Method	Alternative Price
	Grain Size	ASTM D-422	Attach 3	45		
alytes	Bulk Density	Specify method	Attach 3	100		
	Oil and Grease	FL-PRO	Attach 3	NA	DRO 8015	50
¥	Total, Fixed, and Volatile Solids	SM2540G	Attach 3	45		
nal	Total Kjeldahl Nitrogen (TKN)	EPA 351.2-1993 R2.0	Attach 3	25		
General Analytes	Nitrate-Nitrite (Required for TN)	EPA 353.2	Attach 3	14		
	Ammonia	EPA 350.1	Attach 3	15		
	Total Nitrogen	EPA/CE 3-201, 183	Attach 3	10.70	Calculation	
	Orthophosphate	EPA 9056	Attach 3	30		
	Total Phosphorus	EPA/CE 3-213	Attach 3	30	,	
	Total Organic Carbon (TOC)	Walkley Black	Attach 3	35		
	Aluminum	EPA 6010	Attach 3	8		
	Antimony	EPA 6010	Attach 3	8		
	Arsenic	EPA 6010	Attach 3	8		
	Barium	EPA 6010	Attach 3	8		
	Beryllium	EPA 6010	Attach 3	8		
	Boron	EPA 6010	Attach 3	8		
	Cadmium	EPA 6010	Attach 3	8		
	Calcium	EPA 6010	Attach 3	8		
	Chromium (+6)	EPA 7196	Attach 3	35		
	Chromium (total)	EPA 6010	Attach 3	8		
	Cobalt	EPA 6010	Attach 3	8		
	Copper	EPA 6010	Attach 3	8		
	ICP Scan	EPA 6010	Attach 3	100		
	Iron	EPA 6010	Attach 3	8		
<u>s</u>	Lead	EPA 6010	Attach 3	8		
Metals	Magnesium	EPA 6010	Attach 3	8		
Σ	Manganese	EPA 6010	Attach 3	8		
	Mercury	EPA 6020 or 7471	Attach 3	15	t and the second	
	Molybdenum	EPA 6010	Attach 3	8		
	Nickel	EPA 6010	Attach 3	8		
	Potassium	EPA 6010	Attach 3	8		
	RCRA Metals (8)	EPA 6010B and 7471A	Attach 3	50		
	Selenium	EPA 6010	Attach 3	8	i e	
	Silver	EPA 6010	Attach 3	8		
	Sodium	EPA 6010	Attach 3	8		
	Strontium	EPA 6010	Attach 3	8		
	Thallium	EPA 6010	Attach 3	8		
	Tin	EPA 6010	Attach 3	8		
	Titanium	EPA 6010	Attach 3	8		
	Vanadium	EPA 6010	Attach 3	8		
	Zinc	EPA 6010	Attach 3	8		
	Togal coliform	ICM0000D	Attach 3		400	
	Fecal coliform	SM9222D	Attach 3		168 <sup>-</sup>	1 95

	Exhibit A-1B: ACEPD Analytical Price Sheet for Sediment/Soil Matrix								
		Sediment/Soil							
Group	Analyte			Alternative	Alternative				
		Method	Limit	Price	Method	Price			
	Chlorinated Pesticides/PCBs	EPA 8081 / 8082	Attach 3	75					
	Dioxins and Furans (full list)	EPA 1613B	Attach 3	600					
	Total Volatile Solids (TVS)	SM 2540G	Attach 3	25					
	Glyphosate	EPA 8321		no bid					
	Dioxins and Furans (TCDD/TCDF only)	EPA 1613B	Attach 3	395					
	Chlorinated Herbicides	EPA 8151	Attach 3	175					
	Priority Pollutant Semi-volatile Organic Compounds (SVOCs)	EPA 625 or 8270	Attach 3	110					
Organics	Identification of Non-priority Pollutant Organics with GC/MS > 10 PPB	EPA 625 or 8270	Attach 3	110					
ō	Organophosphorus Compounds	EPA 8141	Attach 3	150					
	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 8270 or 8310	Attach 3		8270 SIM	69			
	Priority Pollutant Volatile Organic Compounds (VOCs)	EPA 624 or 8260	Attach 3	50					
	Total Recoverable Petroleum Hydrocarbons (TRPH)	FL-PRO	Attach 3	45					
	VOCs, with Acetone and Methyllethyl ketone	EPA 8260	Attach 3	50					

INSTRUCTIONS: Consultants should insert their unit prices for the listed parameters and methods that they would like included in their bid. If the consultant has alternative methods to the methods listed here, insert the method number in the "alternative method" column and the price in the "alternative price" column.

Hot Spots SRB Laboratory (Quarterly) Groundwater Sites Costs Sites Parameter Costs Costs Costs Costs Costs 456 48 otal Organic Carbon 228 Ammonia Nitrogen 24 84 336 itrate Nitrogen Nitrate plus Nitrite Nitrogen 14 266 456 28 48 98 0 5 KN (Total Kjeldahl Nitrogen) 168 672 312 24 otal Nitrogen (calculation) 228 342 24 36 84 126 luble Reactive Phosphorus 12 504 otal Phosphorus 18 Chlorophyll a - corre 18 3 56 84 56 otal Suspended Solids otal Dissolved Solids (TDS 228 152 16 224 56 98 16 Total Alkalinity 14 Bicarbonate Alkalinity 14 133 49 otassium Hardness 44 154 49 0 \$ 133 14 14 196 Calcium 133 14 49 14 196 Magnesium Sodium 133 14 49 196 133 49 0 \$ 14 196 Fluoride Subtotal (four quarters) Total \$ 36,836

Exhibit A-2 - ACEPD Annual Projected Ambient Monitoring Laboratory Expenses

INSTRUCTIONS- To calculate projected costs, consultants should insert their unit price for each analytical parameter listed in Column A (highlighted blue). No other column should be manipulated by the consultant. Sampling frequencies and site numbers are projected and are subject to change at ACEPD's discretion.

C. PARAGRAPGH #30, Electronic Signatures, is added to the agreement as follows.

## 30. 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.

D. PARAGRAPH #31, U.S. Department of Homeland Security E-Verify System, is added as follows:

## 31. U.S. Department of Homeland Security E-verify System

- 31.1 The Contractor/Professional 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/Professional during the term of the Agreement. The E-verify system is located at <a href="https://www.uscis.gov/e-verify">https://www.uscis.gov/e-verify</a>
- 31.2 The Contractor/Professional 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 <a href="https://www.uscis.gov/e-verify">https://www.uscis.gov/e-verify</a>.

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

WITNESS WHEREOF, the parties have caused this 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:	APPROVED AS TO FORM
	DocuSigned by:
	Corbin Hanson
J.K. "Jess" Irby, Esq., Clerk	Alachua County Attorney's Office
(Seal)	
	CONTRACTOR
	By:_ Ses arule
	Print: Les Arnold
	Title: General Manager
	09/09/2021 Date:

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

ALS Group USA, Corp	
(Insert Nam	ne of Corporation)

# CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS

The Board of Directors ("Directors") of <u>ALS</u>	Group USA, Corp , a insert name of company)				
Texas	the "Corporation"), at a duly and properly				
held meeting on the9 day of September	$_{\rm }$ 20 $_{\rm }$ 21 $_{\rm }$ , did hereby consent to, adopt,				
ratify, confirm and approve the following recitals and resolutions:					
WHEREAS, the Corporation is a duly formed,	validly existing corporation in good				
standing under the laws of the State of <u>Texas</u>	and is authorized to do				
business in the State of Florida; and					

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting alone, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME	<u>TITLE</u>
Cyril Hahamski	Global Controller: Asst Secretary
Les Arnold	General Manager

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

(Corporate Seal)

To be seen the seen of the see

Secretary of the Corporation

Cyril Hahamski

(Print Secretary's Name)



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY) 09/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this

certificate does not confer in	ignits to the certificate floider in fled of Such	endoi semen	u(5).					
PRODUCER		CONTACT NAME:						
Aon Risk Services Southwes Houston TX Office	st, Inc.	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363	-0105			
5555 San Felipe Suite 1500 Houston TX 77056 USA		E-MAIL ADDRESS:						
			INSURER(S) AFFORDING CO	OVERAGE	NAIC#			
INSURED		INSURER A:	Starr Indemnity & Lia	bility Company	38318			
ALS Group USA Corp.		INSURER B:	XL Insurance America	Inc	24554			
10450 Stancliff Houston TX 77099 USA		INSURER C:	XL Insurance Company	SE	AA1121547			
iouscon ix 77033 osa		INSURER D:						
		INSURER E:						
		INSURER F:						
OOVED A OEO	OFFICIAL NUMBER 5700005000	70	DEVIOLO	LAUMDED				

CERTIFICATE NUMBER: 570089588372 COVERAGES REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INCUPANOE	ADDL	SUBR	DOLLOV NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP		own are as requested
LTR B		INSD	WVD	POLICY NUMBER US00011819LI21A	(MM/DD/YYYY) 09/30/2021			
В	X COMMERCIAL GENERAL LIABILITY			USUUU11819L121A	09/30/2021	09/30/2022	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	_					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
Α	AUTOMOBILE LIABILITY			1000635729211	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO						BODILY INJURY ( Per person)	
	OWNED SCHEDULED						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	THE THE STATE OF THE							
С	X UMBRELLA LIAB X OCCUR			AU00001947LI21A	09/30/2021	09/30/2022	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED RETENTION							
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	M		1000003870	09/30/2021	09/30/2022	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	٦,,,					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
С	Env Contr Poll			AU00001947LI21A	09/30/2021	09/30/2022	Per Occ/Aggregate	\$10,000,000
DEC:		1 50 / 1					<u> </u>	
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability, Umbrella/Excess, Pollution and Professional Liability policies includes a Blanket Additional Insured Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract. Subject always to policy terms, conditions and exclusions the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Pollution and Professional Liability policies includes a Blanket Waiver of Subrogation Endorsement but only to the extent of risk and liabilities assumed by the named insured in a signed written contract.

CERTIFICATE HOLDER	CANCELLATION

Alachua County Board of County Commissioners 12 SE 1st St Gainesville FL 32601 USA SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, In

AGENCY CUSTOMER ID: 570000085343

LOC #:

ACORD®

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY		NAMED INSURED					
Aon Risk Services Southwest, Inc.		ALS Group USA Corp.					
POLICY NUMBER See Certificate Number: 570089588372							
CARRIER	NAIC CODE						
See Certificate Number: 570089588372		EFFECTIVE DATE:					

## ADDITIONAL REMARKS

THIS ADDITIONAL	. REMARKS F	ORM IS A SCHE	EDULE TO ACORD FORM,
FORM NUMBER:	ACORD 25	FORM TITLE:	Certificate of Liability Insurance

	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER		

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIN	IITS
	OTHER							
С	E&O-PL-Primary			AU00001947LI21A 20-21 Professional E&O	09/30/2021	09/30/2022	Per Claim/Aggreg	\$10,000,000

## **Certificate Of Completion**

Envelope Id: 160AEE8D6AA34C778EEDDA3DB0459626 Status: Completed Subject: Please DocuSign: Alachua Cty - ALS - #11404 FIRST AMENDMENT ALS GROUP INC-signed.pdf, Alachua C...

Source Envelope:

Document Pages: 13 Envelope Originator: Signatures: 1

Certificate Pages: 4 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Jaye Athy jathy@alachuacounty.us

IP Address: 163.120.80.11

## **Record Tracking**

Status: Original Holder: Jaye Athy Location: DocuSign

10/4/2021 8:17:27 AM jathy@alachuacounty.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

### **Signer Events Timestamp** Signature

Corbin Hanson cfhanson@alachuacounty.us

Security Level: Email, Account Authentication

(None)

DocuSigned by Sent: 10/4/2021 8:19:56 AM Corbin Hanson Viewed: 10/4/2021 9:29:50 AM Signed: 10/4/2021 9:30:24 AM

Signature Adoption: Pre-selected Style Using IP Address: 163.120.80.11

### **Electronic Record and Signature Disclosure:**

Accepted: 8/25/2020 10:05:29 AM

ID: 069bccbe-1e36-4262-ae6d-9b2979b496f3

In Person Signer Events	Signature	Timestamp		
Editor Delivery Events	Status	Timestamp		
Agent Delivery Events	Status	Timestamp		
Intermediary Delivery Events	Status	Timestamp		
Certified Delivery Events	Status	Timestamp		
Carbon Copy Events	Status	Timestamp		
Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	10/4/2021 8:19:56 AM 10/4/2021 9:29:50 AM 10/4/2021 9:30:24 AM 10/4/2021 9:30:24 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

## To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

## To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

## To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

## Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.