

**FIRST AMENDMENT TO AGREEMENT NO. 11516 BETWEEN ALACHUA COUNTY
AND
GASTON TREE DEBRIS RECYCLING, LLC FOR ANNUAL WOOD WASTE
PROCESSING BID 20-138**

THIS FIRST AMENDMENT TO AGREEMENT NO. 11516, made and entered into this 28th day of September A.D. 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 Gaston Tree Debris Recycling, LLC, a Florida corporation with a principal address of 4190 NW 93rd Avenue Gainesville, FL 32653-7823, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, in 2020, the County issued BID #20-138 seeking Contractors to furnish Annual Wood Waste Processing in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to BID #20-138, the County identified the Contractor as the top ranked firm; and

WHEREAS, pursuant to BID #20-138 the Parties hereto previously entered into the *Agreement for Contractual Services between Alachua County and Gaston Tree Debris Recycling, LLC*, dated April 15, 2020 (the "Agreement") for the provision of Annual Wood Waste Processing; 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, 2021 and continuing through September 30, 2023 ("First Renewal Option Term"), to increase the Not to Exceed Amount of the Agreement from \$35,000.00 to \$100,000.00 to cover expected increases work required by the County, to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article XII ("Wage Ordinance"), to add a Section number and re-number subsequent sections sequentially, 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. PARAGRAPH #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 on October 1, 2021 and continue 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. A. PARAGRAPH #4 of the Agreement, **Method of Payment**, sub-paragraph 4.1 is amended in its entirety to read:

4.1 The Contractor shall be paid a sum not to exceed \$100,000.00 per fiscal year (October 1st through September 30th), allocated in the following manner:

C. The Agreement inadvertently did not include a Section number for the section entitled ALACHUA COUNTY MINIMUM WAGE. That Section of the Agreement is hereby designated as Section 5 and is also hereby amended and replaced in its entirety to read as follows, and all subsequent sections of the Agreement are hereby renumbered sequentially with Section 5, entitled Duties of the County, to be renumbered as Section 6, Section 6 to be renumbered as Section 7, and so on:

5. ALACHUA COUNTY MINIMUM WAGE.

The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.12-101(a) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

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 and \$17.00 when health benefits are not provided (collectively, the "Minimum Wage").

5.2 The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.3 The Contractor/Professional shall provide certification, the form of which is attached hereto as Attachment 7, VI the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of

each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.4 The Contractor/Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor/Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

5.5 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.6 The Contractor/Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor/professional and subcontractor.

C. PARAGRAPH 29, **Electronic Signatures**, is added to the Agreement as follows.

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.

D. PARAGRAPH 30, **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/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 <https://www.uscis.gov/e-verify>

30.2 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 <https://www.uscis.gov/e-verify>.

E. 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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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

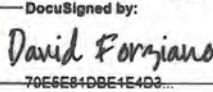
Date: 9/22/2021

ATTEST:



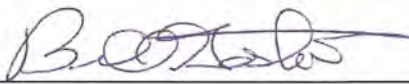
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:

70E6E84DBE4E403...

Alachua County Attorney's Office

CONTRACTOR

By: 

Print: BILL GASTON

Title: MANAGING MEMBER / CEO

Date: 07/21/2021

IF THE CONTRACTOR IS INCORPORATED OR IS 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.

Certificate Of Completion

Envelope Id: 5458D8BF2B35435C820F5665CA72F81A	Status: Completed
Subject: Please DocuSign: #11516 1st Amendment Gaston Tree Debris 06-24-2021.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jaye Athy
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	jathy@alachuacounty.us
	IP Address: 104.225.179.183

Record Tracking

Status: Original	Holder: Jaye Athy	Location: DocuSign
8/17/2021 2:11:20 PM	jathy@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David Forziano
 dforziano@alachuacounty.us
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 104.225.164.7

Timestamp

Sent: 8/17/2021 2:13:14 PM
 Viewed: 8/17/2021 2:15:25 PM
 Signed: 8/17/2021 2:15:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/2/2020 2:02:38 PM
 ID: 64124040-3dd9-4e93-9b56-757b83b044a0

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	Hashed/Encrypted	8/17/2021 2:13:14 PM
Certified Delivered	Security Checked	8/17/2021 2:15:25 PM
Signing Complete	Security Checked	8/17/2021 2:15:39 PM
Completed	Security Checked	8/17/2021 2:15:39 PM

Payment Events	Status	Timestamps
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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.

Getting paper copies

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: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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.