

**FIRST AMENDMENT TO AGREEMENT
FOR ANNUAL FIRE SPRINKLERS, RISERS, EXTINGUISHERS, SUPPRESSION SYSTEMS,
AND ALARM PANELS INSPECTIONS, MAINTENANCE, AND REPAIRS
NO. (#)13481**

THIS FIRST AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and W.W. Gay Fire Protection, Inc., a Florida Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into a Contractual Services Agreement dated 09/13/2022 for Annual Fire Sprinklers, Risers, Extinguishers, Suppression Systems, and Alarm Panels Inspections, Maintenance, and Repairs, identified by No. 13481 (the “Agreement”); and

WHEREAS, the County has elected its option to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

- A. Amendment. Section #3, of the Agreement titled “*Term*” is amended to read as follows:
3. Term. This Agreement is effective on October 1, 2022 (“effective date”) and continues until September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional one-year term at the same terms and conditions outlined herein.
- B. Amendment. Subsection 5(D) of section #5 titled “*Payment*” is amended to change the County’s contact to be as follows. All other portions of paragraph 5 remain unchanged by this Amendment.

Alachua County Facilities Management
915 SE 5th Street
Gainesville, FL 32601
FacFiscal@alachuacounty.us

- C. Amendment. Section #11, of the Agreement titled “*Alachua County Minimum Wage*” is amended to read as follows:

11. Alachua County Minimum Wage. If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and

(d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits \$18.00 per hour without health benefits amounting to at least \$2.00 per hour

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

D. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2023.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

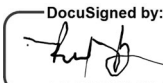
APPROVED AS TO FORM

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

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:

By: AA73D050570D4C2...
Print: Rick Bloom
Title: Vice President
Date: 5/16/2023

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.

W.W. Gay Fire Protection, INC., a division of Sciens

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of W.W. Gay Fire Protection, INC., a division of Sciens

(insert name of company)

Florida

(insert state of incorporation)

corporation (the "Corporation"), at a duly and properly

held meeting on the 2nd day of December, 2022,

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 Florida 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

DS
RB

county and political subdivision of the State of Florida:

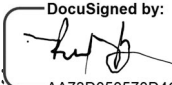
<u>NAME</u>	<u>TITLE</u>
Richard Bloom	Vice President
Tim Tickle	General Manager

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.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 24th day of April, 20 22, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

DocuSigned by:
By: 
AA73D060670D4C2...

Michael Dawid CFO
(Print Secretary's Name)

Certificate Of Completion

Envelope Id: 824EB772035D40E0AAFEA6852CF39146

Status: Completed

Subject: Complete with DocuSign: #1 Amendment to #13481 - Annual Fire Equip. Maint., and Repairs

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.69

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

Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

4/21/2023 1:19:25 PM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

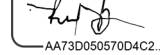
Pool: Alachua County

Location: DocuSign

Signer Events**Signature****Timestamp**

Rick Bloom

DocuSigned by:



Sent: 4/21/2023 1:22:56 PM

rbloom@sciensbuildingsolutions.com

Resent: 5/11/2023 2:58:38 PM

Vice President

Viewed: 5/11/2023 9:00:34 PM

W.W. Gay Fire Protection, INC., a division of Sciens

Signature Adoption: Drawn on Device

Signed: 5/16/2023 4:21:43 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 174.211.228.188

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/21/2023 1:36:39 PM

ID: 36046d23-4952-4e94-ba16-cf8453741915

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**

Thomas (Jon) Rouse

COPIED

Sent: 5/16/2023 4:21:44 PM

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/21/2023 1:22:56 PM

Certified Delivered

Security Checked

5/11/2023 9:00:34 PM

Signing Complete

Security Checked

5/16/2023 4:21:43 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/16/2023 4:21:44 PM
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.

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.