

FIRST AMENDMENT TO ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND WATSON CONSTRUCTION COMPANY LLC, NO. 13889

THIS 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 Watson Construction Company, LLC, a Florida limited liability company, which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Addendum Agreement dated July 23, 2023, for Pavement Management Services, identified by No. 13889 (the “Addendum Agreement”); and

WHEREAS, the Addendum Agreement was a piggyback of a services agreement between the City of Gainesville and the Contractor, whereby the Contractor extended to Alachua County the same pricing and terms with slight modifications; and

WHEREAS, the County has experienced a higher than expected use of the services provided by the Contractor under the Addendum Agreement which requires an increase in the annual not to exceed amount set forth in the Addendum Agreement; and

WHEREAS, the Parties desires to amend the Agreement provided herein.

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

1. Amendment. Section #3B, of the Addendum Agreement titled “Pricing and Invoicing Procedures” is amended in its entirety to read as follows:

B. Pricing and Invoicing Procedures. The Parties agree to the same pricing in the COG Agreement (subparagraph 2.2 *Pricing*) and agree that the County shall pay the Contractor a sum not to exceed \$4,000,000.00 per County fiscal year. The County and the Contractor agree to the amounts in the Fee Schedule contained in Exhibit 1 of the COG Agreement. The County and the Contractor agree to the following additional provisions. In the event the below provisions conflicts with a part of paragraph 25 of the COG Agreement, the below provisions prevail.

- 1) As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Work properly rendered and expenses due during the preceding 30 days, unless otherwise agreed in writing by the County. Contractor’s invoice must describe the Work rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Work. Contractor’s invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor’s representation to the County that the Work indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor’s invoice for final payment shall further constitute the Contractor’s representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to

others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the address listed in the notice section below. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute, or a claim brought pursuant to §255.05, Florida Statutes.

- 2) The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Work to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- 3) 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. Continuation of this Agreement beyond the term or the end of any County 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 Addendum.

2. Effective Date. This Amendment shall be effective upon execution by both Parties.

3. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____

Mary C Alford, 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:
Douglas Dabney
By: _____
4356778D889B34FD...
Print: Douglas Dabney
Title: Managing Partner
Date: 4/17/2024

Certificate Of Completion

Envelope Id: 3F9BB4A8F26B43CF9384E2ECE7E585B3	Status: Completed
Subject: Complete with DocuSign: 1st Amendment to #13742 - Pavement Management Services with Watson Cons...	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

Record Tracking

Status: Original 4/16/2024 12:14:39 PM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Douglas Dabney
doug.dabney@watsonconstruct.com
Managing Partner
watson Construction Company LLC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Douglas Dabney
435C778D89B34FD...
Signature Adoption: Pre-selected Style
Using IP Address: 184.188.101.42

Timestamp

Sent: 4/16/2024 12:18:32 PM
Viewed: 4/17/2024 9:52:48 AM
Signed: 4/17/2024 10:01:59 AM

Electronic Record and Signature Disclosure:
Accepted: 4/17/2024 9:52:48 AM
ID: 1b3f4bd8-6df1-4a33-81de-8e95b6a868c6

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

Joni Walsh
JWalsh@watsonconstruct.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/17/2024 10:01:59 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Thomas (Jon) Rouse
trouse@alachuacounty.us
Contracts Supervisor
Alachua County Board of County Commissioners
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/17/2024 10:02:00 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Barbara Fair
bafair@alachuacounty.us
Security Level: Email, Account Authentication (None)

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Sent: 4/17/2024 10:02:01 AM
Viewed: 4/17/2024 10:16:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/17/2024 10:02:01 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/16/2024 12:18:33 PM
Certified Delivered	Security Checked	4/17/2024 9:52:48 AM
Signing Complete	Security Checked	4/17/2024 10:01:59 AM
Completed	Security Checked	4/17/2024 10:02:01 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.