

**FIRST AMENDMENT TO AGREEMENT WITH
CREATIVE CONCRETE DESIGN OF COLUMBIA COUNTY, INC FOR ANNUAL FIRELINE
ROAD AND FUELS TREATMENT PROJECTS NO. 14089**

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 Creative Concrete Design of Columbia County Inc., a Florida For Profit 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(n) Contractual Services Agreement dated February 29, 2024, with Creative Concrete Design of Columbia County Inc. For Annual Fireline Road and Fuels Treatment Projects, identified by No. 14089 (the "Agreement"); and

WHEREAS, the County has experienced higher than expected use of the services provided by the Contractor which requires an increase in the Agreements Not to Exceed amount; and

WHEREAS, the Parties desires to amend the Agreement to increase the established Agreement Not to Exceed amount from \$150,000.00 annually to \$400,000.00 annually and to do as otherwise provided herein.

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

A. Amendment. Section # 5, of the Agreement titled "Payment" sub-section A is amended to read as follows. All other subsections of Section #5 remain unchanged by this Amendment.

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed \$400,000.00 annually. Payment will be in accordance with the Rate Schedule attached as Exhibit "2" to the Agreement

B. Amendment. Section #15.T, of the Agreement titled "No Coercion for Labor or Services" is added to read as follows:

Human Trafficking Affidavit of No Coercion for Labor or Services

Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1 -72 and 787.06(2)(e)3, Florida Statutes.

The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Amendment as **Exhibit 5**.

C. Effective Date. This Amendment shall be effective upon and after full execution by the Parties.

D. 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.

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

ALACHUA COUNTY, FLORIDA

By: _____

Charles S. Chestnut, IV, Chair

Board of County Commissioners

Date: _____

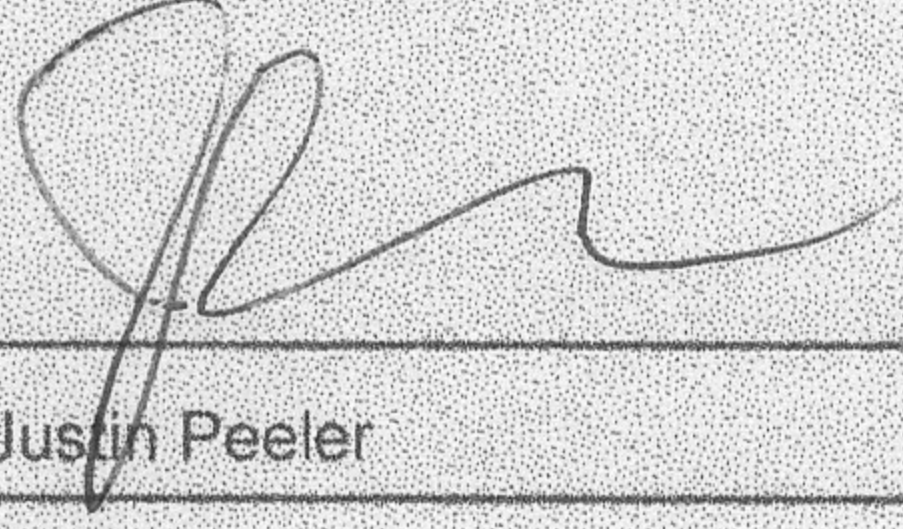
ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

CONTRACTOR

By:  _____

Print: Justin Peeler

Title: President

Date: 8/4/2025

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.

EXHIBIT 5:

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

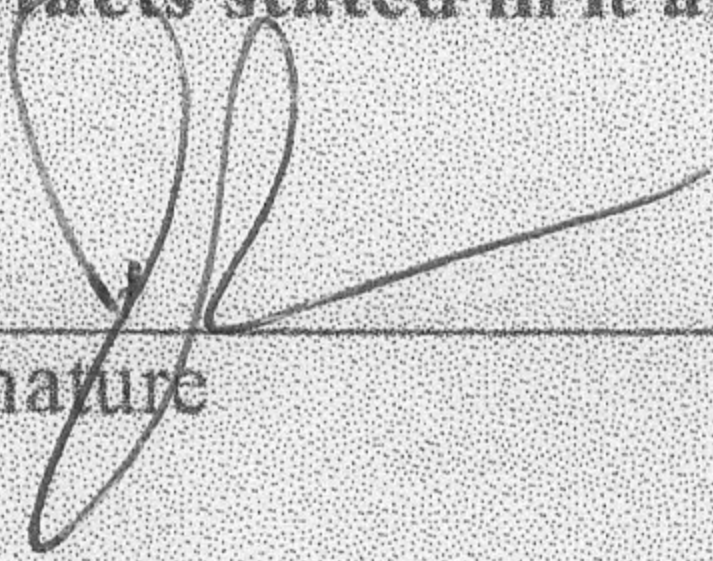
State of Florida

County of Alachua

I, Justin Peeler [insert full legal name of the person providing this affidavit], as President [insert corporate title of the person providing this affidavit] of the Creative Concrete Design of Columbia County, Inc. [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the Creative Concrete Design of Columbia County, Inc. [insert full legal name of the Corporation].
3. I attest and affirm that Creative Concrete Design of Columbia County, Inc. [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.



Signature

Justin Peeler

Name Printed

President

Title

8/4/2025

Date Signed