



**Marion County  
Board of County Commissioners**

**MODIFICATION OF AGREEMENT  
WITH MARION COUNTY ("COUNTY")**

AGREEMENT NUMBER/TITLE: 19B-111 Yard Waste Mulching and Disposal

MODIFICATION NUMBER: 2

MODIFICATION EFFECTIVE DATE: May 1, 2021

**DESCRIPTION OF MODIFICATION:**

1. This Agreement is renewed for one (1) year, effective May 1, 2021 through April 30, 2022 and adds a Consumer Price Index (CPI) rate increase of 1.4%, pending approval by the Board of County Commissioners and would be effective May 1, 2021. Pricing increases from \$16.25 to \$16.44 per ton to process and haul.
2. This Modification adds/changes language in the Agreement, in part, to conform with current Florida Statutes as reflected on Exhibit A hereto, & shall be deemed to amend & become part of the Agreement in accordance with Project 19B-111 & shall remain in full force and effect until the completion of all services required of CONTRACTOR under the Agreement.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect

ISSUED BY: Marion County Board of County Commissioners  
Procurement Services  
2631 SE Third St.  
Ocala, FL 34471

PCA/BUYER: ANETTE FRANCIA

E-MAIL: anette.francia@marionfl.org

PHONE: 352-671-8450

NAME: D&G Solutions Group LLC  
ADDRESS: 5451 SE Maricamp Road, Ocala, FL 34480  
ATTN: Chad Ditty (cditty@d-gsolutions.com)

INSTRUCTIONS: CONTRACTOR shall sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to CONTRACTOR to attach to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

Jeff Gold  
JEFF GOLD  
CHAIRMAN

April 6, 2021

DATE

ATTEST:

Gregory C. Harrell  
GREGORY C. HARRELL  
MARION COUNTY CLERK OF THE COURT

April 6, 2021

DATE

FOR USE AND RELIANCE OF MARION COUNTY ONLY,  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter  
for: MATTHEW G. MINTER  
MARION COUNTY ATTORNEY

CONTRACTOR NAME:

D&G Solutions Group LLC

Chad E. Ditty  
BY: Chad E. Ditty

6/17/21  
DATE

PRINTED NAME

Member

ITS:

# 19B-111-CA-02 Yard Waste Mulching and Disposal

## EXHIBIT A

### 1. DEFINITIONS.

**Section '2' of the Agreement** is modified to:

- A. Include Purchase Orders in the definition of Contract Documents; and,
- B. Add that should any conflict arise between the Contract Documents and this Agreement, the terms of this Agreement shall govern.

### 2. TERM.

**Section '4' of the Agreement** is deleted in its entirety and replaced with the following:

**Section 4 – Term.** The Work (defined herein) shall commence upon approval and execution of this Agreement by the Board, effective for material collected as of March 1, 2019 through April 30, 2020 (the "Term."). Four (4) additional one-year renewals are available, pending mutual agreement and Board approval. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for CONTRACTOR. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform the Work without just cause for ninety (90) calendar days. CONTRACTOR shall be required to renew, amend, or otherwise keep active the Performance Bond for as long as this Agreement is in place and, unless otherwise indicated in writing, for the stated annual total contract value of \$450,000.

### 3. INSURANCE.

**Section '14' of the Agreement** requiring, in part, that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."



#### **4. DAMAGE TO PROPERTY.**

**Section '17' of the Agreement** regarding Damage to Property is deleted in its entirety and replaced with the following:

**Section 17 – Damage to Property.** CONTRACTOR shall be responsible for all materials, equipment and supplies sold and delivered to COUNTY under this Agreement until final inspection of the Work and acceptance by COUNTY. In the event any such material, equipment and/or supplies are lost, stolen, damaged or destroyed, prior to final inspection and acceptance by COUNTY, CONTRACTOR shall replace the same without additional cost to COUNTY. In the event that COUNTY property, buildings, and/or equipment are damaged or destroyed in the course of CONTRACTOR's Work, to include during delivery or unloading of material, equipment and/or supplies sold and delivered to COUNTY, CONTRACTOR shall replace all such COUNTY property, buildings, and/or equipment, or, as applicable shall return same to its original state without additional cost to COUNTY.

#### **5. EMPLOYEE ELIGIBILITY VERIFICATION**

**Section '20'** of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

**Section 20 – E-Verify, pursuant to Section 448.095, F.S.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized

to work by the immigration laws or the Attorney General of the United States.

- c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

## **6. SCRUTINIZED COMPANIES**

**Section '23'** of the Agreement regarding Scrutinized Companies is deleted in its entirety and replaced with the following:

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

### **A. Certification.**

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering the Agreement or renewing same, CONTRACTOR was not the and is not now:



- a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or
  - b. Engaged in a boycott of Israel.
- A. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
  1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
  2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
  3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
    - c. Been engaged in business operations in Cuba or Syria; or

- d. Been placed on the Scrutinized Companies that Boycott-Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engages in business operations in Cuba and Syria.

**B. Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

- 1. Was entered into or renewed on or after July 1, 2018, and
- 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

**C. Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

- 7. **SOVEREIGN IMMUNITY.** Adds Section '28' to the Agreement with the following:

**Section 28 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination on the Agreement.

- 8. **ON-GOING COMPLIANCE.** Adds Section '29' to the Agreement with the following:

**Section 29 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require

the Parties' compliance with the governing laws, statutes and regulations, as same may change from time to time.

**9. DUPLICATE PROVISION, RE: GOVERNING LAW.**

The Parties acknowledge that the language added by Section '3' of the First Amendment to the Agreement approved by the Board of County Commissioners on March 24, 2020 (the "First Amendment"), regarding Governing Law, is an exact duplicate of the language provided in Section '26' of the Agreement. In an effort to clarify the contract record, the Parties agree that **Section '3' of the First Amendment** is deleted in its entirety and that **Section '26' of the Agreement** shall remain in full force and effect as originally stated.

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