

## SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Civil/Site Engineers for Miscellaneous Projects Agreement entered into on May 19, 2015, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Davis Dinkins Engineering, P.A.**, whose address is 2201 SE 30<sup>th</sup> Avenue, Suite 302-1, Ocala, FL 34471; possessing FEIN 26-2634868, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

### WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 15Q-051, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for three (3) one-year renewals, effective upon Board Approval and ending May 31, 2023 (the "Term").
3. This Amendment adds the following provisions to the Agreement:
  - **Governing Law, Law, Venue, Waiver of Jury Trial, and Attorney's Fees:** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.
  - **Scrutinized Companies.** Scrutinized Companies Lists: If this Agreement exceeds \$1,000,000.00 in total, not including renewal years, the FIRM certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the FIRM agrees COUNTY may immediately terminate the Agreement for cause if the FIRM is found to have submitted a false certification, or if the FIRM is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.
4. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of award. By this Amendment, FIRM has agreed to perform in accordance with these requirements and agrees:
  - To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
  - To provide to COUNTY, within thirty (30) days of the effective date of this Amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
  - To require each subcontractor that performs services under the Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Amendment or within ninety (90) days of the effective date of the contract between FIRM and the subcontractor, whichever is later. FIRM shall obtain from the subcontractor(s), a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.

- To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- 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 the Agreement.

**5. Public Records Compliance.**

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave | Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

**B. FIRM shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of the Agreement by COUNTY.**

**6. FIRM Conduct.** These Guidelines govern FIRM doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

7. **NOTICES.** COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: davis@dinkinsengineering.com and davis.dinkins@gmail.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

  
DAVID R. ELLSPERMANN,  
CLERK OF COURT

5/5/2020  
DATE

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

  
KATHY BRYANT  
CHAIRMAN

5/5/2020  
DATE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
MATTHEW G. MINTER,  
MARION COUNTY ATTORNEY

5-15-2020  
DATE

BCC APPROVED:

15Q-051-CA-02 | Civil/Site Engineers for  
Miscellaneous Projects  
May 5, 2020

WITNESS:

  
SIGNATURE

J.G. TORRES  
PRINTED NAME

DAVIS DINKINS ENGINEERING, P.A.

  
BY:

DAVIS L. DINKINS

DATE

PRINTED:

PRESIDENT

ITS: (TITLE)

WITNESS:

  
SIGNATURE

Tucker Branson  
PRINTED NAME