

## GRANTS AND CONTRACTS - TRANSMITTAL MEMO

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Date:	October 5, 2016
From	Purchasing/Contracts
To:	Ken Fair, Ramon Gavarrete, Lori Leverette
CONTRACT #:	10041
VENDOR:	GSE Engineering and Consulting, Inc.
DESCRIPTION:	Continuing Services Agreement for Professional Geo-technical Engineering & Testing Services
APPROVED BY:	BoCC
APPROVAL DATE:	9/27/16
Received On:	
TERM START	10/1/16
TERM END	9/30/19
AMOUNT:	\$250,000.00
ACCOUNT:	n/a
ENCUMBRANCE #	n/a
RFP/BID #	17-149
ACTIONS REQUIRED	Please forward a copy to the vendor & retain a copy for your files. One of two originals sent to
copy to:	F&A Risk Purchasing File

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**CONTINUING SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND GSE  
ENGINEERING AND CONSULTING, Inc, FOR PROFESSIONAL GEO-TECHNICAL  
AND TESTING SERVICES**

This Agreement is entered into this 27 day of September, 2016 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **GSE Engineering and Consulting, Inc** doing business at **5590 SW 64<sup>th</sup> Street, Suite B, Gainesville, FL 32608** hereinafter referred to as "Professional."

**WITNESSETH**

**Whereas**, the County desires to employ the Professional to provide services for **Professional Geo-technical Engineering & Testing Services**; and,

**Whereas**, the Professional is qualified to provide these services;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

**1. Term.** This Agreement is effective on October 1, 2016 and will continue until September 30, 2019 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

**2. Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

- 2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;
- 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;
- 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
- 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
- 2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state, and local codes and regulations.
- 2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A."** This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

- 4.1. The County will provide project data currently in the County's possession.
- 4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
- 4.3. The County will be responsive to questions in a timely manner.
- 4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as **Attachment "B."** Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

- 5.1. The County Engineer or specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.
- 5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (**Attachment "B-1"**).

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as **Attachment "C."** If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

7. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain professionals, contractors and subcontractors providing selected services to Alachua County government.

- 7.1. Current required Alachua County Government Minimum Wage is \$12.00 per hour when health benefits are provided at the equivalent value of \$1.57 per hour
- 7.2. Current required Alachua County Minimum Wage is \$13.57 when health benefits are not provided.
- 7.3. The Professional must provide certification, **Attachment E**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will



require the same of its subcontractors throughout the duration of the Agreement

- 7.4. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
- 7.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S
- 7.6. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the professional and subcontractor.

**8. Reimbursable Expenses.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions, and limitations of §112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by the Professional, his employees, or his Professional associates in the interest of the Project for the expenses listed in the following paragraphs:

- 8.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 8.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 8.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 8.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

**9. Payment.**

- 9.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the

County at the following address:

County Engineer  
Alachua County Public Works Dept.  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653

- 9.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- 9.3. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- 9.4. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.
- 9.5. Payments shall be made to the following address:

GSE Engineering and Consulting, Inc.  
5590 SW 64<sup>th</sup> Street, Suite B  
Gainesville, FL 32608

#### **10. Personnel.**

- 10.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<i>Kenneth L Hill, P.E.</i>	<i>Contract Manager/Principal Engineer</i>
<i>Joakim (Jay) B. Nordqvist, P.E.</i>	<i>QA/QC Officer/Principal Engineer</i>
<i>Jason E. Gowland, P.E.</i>	<i>Project Manager/Project Liason</i>

- 10.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The County Engineer may authorize changes to this list in writing.

- 11 **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:  
County Engineer  
Alachua County Public Works Department  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653

Professional:  
Jason E. Gowland, P.E.  
GSE Engineering and Consulting, Inc.  
5590 SW 64<sup>th</sup> Street, Suite B  
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting  
and

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts

## **12. Default and Termination.**

- 12.1 The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Deputy County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 12.2 The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 12.3 If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.



- 13 **Contract And Work Order In Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

14 **Project Records.**

**14.1 General Provisions:**

- 14.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(1), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.1.2 In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), when acting on behalf of the County, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

**14.2 Confidential Information**

- 14.2.1 During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 14.2.2 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend,

indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

- 14.3 **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, when acting on behalf of the County as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

**14.4 Compliance**

- 14.5 If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
- 14.6 A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

15 **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

16 **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "D."** A current Certificate of Insurance (COI) showing coverage of the type and in the amounts requires is attached hereto as Exhibit "1"

17 **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

18 **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and



local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

19 **Indemnification.**

The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Design Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

20 **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar service at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

21 **Assignment of Interest.** The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

22 **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

23 **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

24 **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

25 **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

26 **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27 **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

28 **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

29 **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

30 **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

31 **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

32 **Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.

33 **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

34 **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

35 **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

36 **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_

Robert Hutchinson, Chair

Board of County Commissioners

Date: \_\_\_\_\_

9-28-16

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: \_\_\_\_\_

Print: JOAKIM B NORDQVIST

Title: CEO

GSE Engineering and Consulting, Inc.

By: \_\_\_\_\_

Print: Kenneth L Hill

Title: President

Date: \_\_\_\_\_

8/23/2016



Handwritten signature or scribble.

## **ATTACHMENT A: SCOPE OF SERVICES**

1. The services requested, herein, are for Annual Professional Geo-Technical Engineering and Testing Engineering Services are to include, but not limited to the following General Requirements:

- a. Geotechnical investigations, evaluations and design recommendations.
- b. Materials testing to include soils, aggregates, concrete, asphaltic concrete, structural and reinforcing steel, and various constituents thereof.
- c. Mix designs and inspections of production and placement of concrete and asphaltic concrete.

2. The Professional shall be aware that as a Project is developed, certain modifications and/or improvements to the original recommendation may be required. The Professional is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be basis for any supplemental fee request(s).

**ATTACHMENT B: WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS**

**WORK ORDER NO:** \_\_\_\_\_  
**BILLING/INVOICE REFERENCE NO.:** \_\_\_\_\_  
**PROJECT NUMBER:** \_\_\_\_\_  
**PROJECT DESCRIPTION:** \_\_\_\_\_

**County:** Alachua County, a political subdivision of the State of Florida.

**Date Issued:** \_\_\_\_\_

**PROFESSIONAL:** \_\_\_\_\_

**PROFESSIONAL'S ADDRESS:** \_\_\_\_\_

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of \_\_\_\_\_ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- ☐ drawings/plans/specifications
- ☐ scope of services
- ☐ special conditions
- ☐ \_\_\_\_\_

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be commenced upon ☐ the date written above or upon issuance of a ☐ Notice to Proceed by County and shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days.

**METHOD OF COMPENSATION:**

- (a) This Work Order is issued on a:
  - ☐ fixed fee basis
  - ☐ time basis method with a not-to-exceed amount
  - ☐ time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not



exceeding \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**PROFESSIONAL:**

_____	By: _____
Witness	signature
	Title: _____
	Print Name and Title
	Date: _____

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Alachua County

Date: \_\_\_\_\_

**ATTACHMENT B-1: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS**

AMENDMENT # \_\_\_\_\_

NTP/Project # \_\_\_\_\_

Date Issued: \_\_\_\_\_

Professional: \_\_\_\_\_

Invoicing Reference # \_\_\_\_\_

Contract Manager: \_\_\_\_\_

Project #: \_\_\_\_\_

<b>Work Order Description:</b>
<b>Deliverable(s):</b>

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

New Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

Not valid until signed by County

**ALACHUA COUNTY:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROFESSIONAL:**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# ATTACHMENT C: FEE SCHEDULE

## 2016 GSE SCHEDULE OF FEES

<b>Professional and Technical Services</b>		
Principal Engineer, P.E.	127.44	Per Hour
Senior Engineer/Project Manager, P.E.	120.80	Per Hour
Staff Engineer, E.I.	82.89	Per Hour
FDOT Earthwork Level 1 Technician	70.63	Per Hour
Engineering Technician	44.81	Per Hour
Senior Engineering Technician	70.63	Per Hour
CADD	61.61	Per Hour
Administrative/Secretarial	48.00	Per Hour
<b>Drilling Services</b>		
Mobilization of Equipment – Truck	400	Lump Sum
Mobilization of Equipment – Limited Access	500	Lump Sum
Clearing Services to Provide Equipment Access	1000	Per Day
Standard Penetration Test Borings – 0 to 50 feet depth	12	Per Foot
Standard Penetration Test Borings – 50 to 100 feet depth	13.50	Per Foot
Standard Penetration Test Borings – 100+ feet depth	17	Per Foot
Grouting Boreholes	4.35	Per Foot
Casing (0 to 50 feet depth)	8.25	Feet
Casing (50+ feet depth)	9.75	Feet
Undisturbed Thin Wall Tube Sampling	135	Each
Additional SPT Samples	33	Each
Auger Borings	10	Per Foot
<b>Maintenance of Traffic</b>		
Signage – Index 601/602	200	Per Day
3-Man Flagging Crew – Index 603/604/605	134.43	Per Hour
Signs and Labor For Lane Closure – Index 613, etc.	700	Per Day
Attenuator Truck Mobilization	850	Each
Attenuator Truck with Driver – Index 607	265	Per Hour
<b>Laboratory Testing Services</b>		
Grain Size Distribution (Including Wash 200)	80	Per Test
Wash 200 Test	50	Per Test
Hydrometer Analysis	165	Per Test
Moisture Content	15	Per Test
Organic Content	55	Per Test
Atterberg Limits	90	Per Test
Specific Gravity	50	Per Test
Permeability – Constant Head on Granular Soils	195	Per Test
Permeability Test – Triaxial Back Pressure Saturation (Cal-Tech)	300	Per Test
Corrosion Resistance – pH, R, Cl, Su	225	Per Test
Standard Proctor Test	120	Per Test
Modified Proctor Test	120	Per Test



Limerock Bearing Ratio	335	Per Test
Consolidation Tests (Cal-Tech)	350	Each
Triaxial UU (Cal-Tech)	130	Per Point
Triaxial CU (Cal-Tech)	180	Per Point
Triaxial CD (Cal-Tech)	240	Per Point
Back Pressure Saturation (Cal-Tech)	75	Per Point
Unit Weight and Voids in Aggregate (Cal-Tech)	50	Per Test
L.A. Abrasion (Cal-Tech)	250	Per Test
Soundness Tests (Cal-Tech)	550	Per Test
Quantitative Extraction of Bitumen (Cal-Tech)	90	Per Test
Concrete Compressive Strength (compression test only)	20	Per Cylinder
Compression Strength Tests of Core Samples	30	Per Sample
Flexural Strength Tests of Beam Samples (Cal-Tech)	25	Per Sample
<b>Field Testing</b>		
Field Density Tests (minimum 5 per trip)	22	Each
Make Concrete Cylinders including Slump Test (4 per set)	100	Per Set
Additional Slump Tests	20	Each
Air Test – ASTM C231	27	Each
Make Concrete Beams (3 per set)	120	Per Set
Standby Time	44.81	Per Hour
Concrete Coring (Minimum \$250)	95	Per Core
<b>Asphalt Concrete Testing</b>		
FDOT Asphalt Plant Inspector 1 (FDOT Certified) (Cal-Tech)	118.38	Per Hour
FDOT Roadway Inspector 1 (FDOT Certified) (Cal-Tech)	80.10	Per Hour
Asphalt Coring	40	Per Core
Mobilization of Asphalt Coring Equipment	200	Each
Laboratory Testing of Asphalt Cores for Density (Cal-Tech)	50	Per Sample
Extraction and Gradation (Cal-Tech)	175	Per Sample
Marshall Stability – 3 pill test (Cal-Tech)	175	Per Sample
Super Pave (GSB – 2 pill test) (Cal-Tech)	150	Per Sample

## ATTACHMENT D: INSURANCE REQUIREMENTS

### TYPE "C" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

#### I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

#### V. OTHER INSURANCE PROVISIONS.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

#### VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

**MAIL, EMAIL or FAX CERTIFICATES TO:**

**Risk Management**  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, FL 32601  
[dryon@alachuacounty.us](mailto:dryon@alachuacounty.us)  
Phone: 352-374-5297  
Fax: 352-381-0168  
Attn: Darlene Ryon

June 2016

**EXHIBIT 1: Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scarborough Insurance 2811 NW 41st Street Suite A-1 Gainesville FL 32606		<b>CONTACT NAME:</b> Linda Cothorn <b>PHONE (A/C, No, Ext):</b> (352) 377-2002 <b>FAX (A/C, No):</b> (352) 376-8393 <b>E-MAIL ADDRESS:</b> lcothorn@scarins.com	
<b>INSURED</b> GSE Engineering & Consulting Inc. 5590 SW 64th Street Gainesville FL 32608		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Fire Group INSURER B: Bridgefield Employers Ins Comp INSURER C: Underwriters at Lloyds INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL164736245

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		60474260	3/12/2016	3/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		60474260	3/12/2016	3/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	60474260	3/12/2016	3/12/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	083054467	4/25/2016	4/25/2017	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liability</b> Retro Date 03/16/2007		010501658544	3/16/2016	3/16/2017	Deductible \$25,000 \$1,000,000 Occ \$1,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Contract: 17-149; Annual Professional Geotechnical Engineering & Testing Services

## CERTIFICATE HOLDER

(352) 381-0168

Alachua County Board of County Commission  
12 SE 1st Street, 3rd Floor  
Gainesville, FL 32601

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darren Johnson/DNJJO

*Darren A. Johnson*

**ATTACHMENT E: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

GSE Engineering and Consulting, Inc.  
5590 SW 64<sup>th</sup> Street, Suite B  
Gainesville, FL 32608  
Point of Contact: Kenneth P. Hill, P.E.

ATTEST (By Corporate Officer)

By: [Signature]

Print: Thomas B. Norquist

Title: CEO

**GSE Engineering and Consulting Inc**

By: [Signature]

Print: Kenneth L. Hill

Title: President

Date: 8/23/2016



# Agenda

## ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium Second Floor 12 SE 1st Street  
September 27, 2016 Regular BoCC Meeting  
Agenda Item #46

### **Title**

Geotechnical Engineering Services with (1) GSE Engineering and Consulting, Inc. (2) Universal Engineering Sciences, Inc. and (3) Geo-technologies, Inc.

### **Amount**

Annual Estimated Budget \$250,000.00

### **Description**

Request approval of Geotechnical Engineering Services Agreements with (1) GSE Engineering and Consulting, Inc. (2) Universal Engineering Sciences, Inc. and (3) Geo-technologies, Inc.

### **Recommendation**

Approve Continuing Services Agreement with (1) GSE Engineering and Consulting, Inc. (2) Universal Engineering Sciences, Inc. and (3) Geo-technologies, Inc.

### **Alternative(s)**

Do not approve agreements and provide staff with direction.

### **Requested By**

Ramon D. Gavarrete, P.E. via Brian Singleton 352-374-5245 ext. 1306.

### **Originating Department**

Public Works

### **Attachment(s) Description**

Agreements with (1) GSE Engineering and Consulting, Inc. (2) Universal Engineering Sciences, Inc. and (3) Geo-technologies, Inc.

### **Documents Requiring Action**

Agreements with (1) GSE Engineering and Consulting, Inc. (2) Universal Engineering Sciences, Inc. and (3) Geo-technologies, Inc. (2 originals each)

### **Executive Summary**

Geotechnical Engineering Services agreements will provide routine geotechnical investigation and testing services associated with roadway, site & stormwater design, roadway, site & stormwater construction inspections, maintenance activities and QA/QC on geotechnical issues that arise during development, design or construction projects. The agreements are for a three year period with the option to renew for two additional 2 year terms.

### **Background**

RFP 17-149 was advertised on February 24, 2016 and March 2, 2016. Five vendors responded by the deadline of April 6, 2016. The Alachua County Public Works Department formed a selection committee to oversee the selection process. The Finance Report which included the final rankings and the authorization to negotiate a contract (1) GSE Engineering and Consulting, Inc. (2) Universal Engineering Sciences, Inc. and (3) Geo-technologies, Inc., was approved by the Board of County Commissioners on July 12, 2016. These agreements will provide routine geotechnical investigation and testing services associated with roadway, site & stormwater design, roadway, site & stormwater construction inspections, maintenance activities and QA/QC on geotechnical issues that arise during development, design or construction projects. It is necessary to have multiple firms on contract to ensure the County has vendors available at all times and to have checks and balances on information received. The agreements are for a three year period with the option to renew for two additional 2 year terms. The vendors have verified that they pay the Alachua County Government Minimum Wage.

### **Issues**

The agreements are required for routine geotechnical investigation and testing services associated with roadway, site & stormwater design, roadway, site & stormwater construction inspections, maintenance activities and QA/QC on geotechnical issues that arise during development, design or construction projects. The Public Works staff does not have the equipment, staff or the expertise to provide these services.

### **Fiscal Recommendation**

Approve Agreements: Geotechnical engineering and testing fees are included in

operating and project budgets.

**Fiscal Alternative(s)**

N/A

**Funding Sources**

Gas Tax Uses, Transportation Trust Fund and Capital Project Funds

**Account Code(s)**

Varies depending on project

Attachment: [Continuing Services Agreement between Alachua County and GSE for GeoTechnical Services.pdf](#)

Attachment: [Continuing Services Agreement between Alachua County and Universal Eng for GeoTechnical Services.pdf](#)

Attachment: [Continuing Services Agreement between Alachua County and GeoTech for GeoTechnical Services.pdf](#)