

## Grants & Contracts - Transmittal Memo

**DATE:** September 13, 2019

**FROM:** Procurement, Contracts

**TO:** James Flegert

**CONTRACT #:** 10041

**VENDOR:** GSE Engineering and Consulting, Inc.

**DESCRIPTION:** #10041 GSE Engineering and Consulting, Inc. 2<sup>nd</sup> Amendment for professional geotechnical and testing services extending term to 9/30/2021  
RFP 17-149

**APPROVED BY:** Board of County Commissioners

**APPROVAL DATE:** September 10, 2019

**RECEIVED ON:** September 13, 2019

**TERM START:** October 1, 2019

**TERM END:** September 30, 2021

**AMOUNT:** \$500,000.00

**RFP/BID #:** 17-149

**GMW:** N/A

**POR #  
(ENCUMBERANCE):** N/A

**ACTIONS REQUIRED:** Please forward a copy to the vendor & retain a copy for your files.

**SECOND AMENDMENT TO AGREEMENT #10041  
BETWEEN ALACHUA COUNTY AND GSE ENGINEERING AND CONSULTING, INC.,  
FOR PROFESSIONAL GEO-TECHNICAL AND TESTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 10<sup>th</sup> day of September A.D. 20 19, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and GSE Engineering and Consulting, Inc., hereinafter referred to as "Professional" (collectively the County and Professional are referred to as "Parties").

**WITNESSETH:**

**WHEREAS**, in 2017, the County issued Request for Proposal (RFP) #17-149 seeking proposals from qualified professionals to provide Annual Professional Geo-Technical Engineering and Testing Services; and

**WHEREAS**, after reviewing all timely responses to RFP #17-149, the County identified the Professional as one of the top ranked firms; and

**WHEREAS**, pursuant to RFP#17-149 the Parties hereto previously entered into an the *Agreement for Continuing Services between Alachua County and GSE Engineering and Consulting, Inc., for Professional Geo-Technical and Testing Services* dated September 27, 2016 (the "Agreement"); and

**WHEREAS**, the Parties entered into the First Amendment to the Agreement (the "First Amendment"), dated February 13, 2019, through which the County added a provision requiring written Work Authorizations be executed prior to the Professional conducting work, establishing a Not to Exceed payment of \$500,000.00, and increasing the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"); and

**WHEREAS**, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period commencing October 1, 2019 through September 30, 2021 ("First Renewal Option Term"), and to reflect the increase to the Alachua County Minimum Wage as mandated by the Wage Ordinance.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement as follows:

A. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read:

The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed for the period of October 1, 2019 through and ending September 30, 2021 (the "First Renewal Option Term), unless earlier terminated as provided herein. The County has the option of

renewing this Agreement for one (1) additional two (2) year periods at the same 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 Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any 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 Agreement.

B. PARAGRAPH #7 of the Agreement, **Alachua County Minimum Wage**, as amended by the First Amendment, subparagraph 7.2 is amended in its entirety to read:

7.2 Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").

C. This Second Amendment shall take effect October 1, 2019, after execution by both Parties.

D.SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as amended by the First Amendment, shall be and remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV  
Charles S. Chestnut, IV, Chair  
Board of County Commissioners  
Date: 9/10/2019

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby II  
J.K. "Jess" Irby II, Clerk

[Signature]  
Alachua County Attorney's Office

(SEAL)

PROFESSIONAL

ATTEST  
By: [Signature]  
Print: Joakim B. Nordqvist  
Title: CEO

By: Kenneth L. Hill  
Print: Kenneth L. Hill  
Title: President  
Date: 6/11/2019

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

**2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P07000025701

**Entity Name:** GSE ENGINEERING & CONSULTING, INC.

**Current Principal Place of Business:**

5590 SW 64TH STREET  
SUITE B  
GAINESVILLE, FL 32608

**Current Mailing Address:**

5590 SW 64TH STREET  
SUITE B  
GAINESVILLE, FL 32608

**FEI Number:** 20-8550213

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

HILL, KENNETH  
10530 S.W. 12TH TERRACE  
MICANOPY, FL 32667 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title PSD  
Name HILL, KENNETH  
Address 10530 S.W. 12TH TERRACE  
City-State-Zip: MICANOPY FL 32667

Title CEOT  
Name NORDQVIST, JOAKIM  
Address 14313 S.W. 70TH STREET  
City-State-Zip: ARCHER FL 32618

Title D  
Name NORDQVIST, JOAKIM  
Address 14313 S.W. 70TH STREET  
City-State-Zip: ARCHER FL 32618

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** KENNETH L. HILL

**PRESIDENT**

**01/28/2019**

Electronic Signature of Signing Officer/Director Detail

Date

9/10/2019

19-0205

**Agenda Item Name:**

Amendment to Annual Geotechnical Engineering Services Agreements

**Presenter:**

James Flegert, 374-5245

**Description:**

Request approval of second amendment to geotechnical engineering services agreements with GSE Engineering & Consulting, Inc. and Universal Engineering Services, Inc.

**Recommended Action:**

Approve second amendment to agreement for professional geotechnical and testing services with (1) GSE Engineering & Consulting, Inc. and (2) Universal Engineering Services, Inc.

**Prior Board Motions:**

July 12, 2016 – Board approved finance report for RFP 17-149 authorizing staff to negotiate agreements with GSE and Universal.

September 27, 2016 – Board approved agreements with GSE and Universal.

February 13, 2018 – Board approved the first amendments to agreements with GSE and Universal.

**Fiscal Consideration:**

Contracts will be used on an as-needed basis and engineering services are included in Department annual operating budgets and capital project budgets. Contract amendments have annual not to exceed amounts of \$500,000.

**Background:**

These agreements provide routine geotechnical investigation and testing services associated with roadway, site, and stormwater design; roadway, site, and stormwater construction inspections; maintenance activities; and quality assurance/quality control on geotechnical issues that arise during development, design, or construction projects. The Public Works staff does not have the equipment, staff, or expertise to provide these services. This amendment is to extend the term of the contract through September 30, 2021 with the option to renew for one additional 2 year period.

## Talking Points

- For the types of work performed by Public Works, it is necessary to have access to geotechnical engineering services.
- Public Works staff does not have the equipment, staff, or expertise to provide these services.
- Services are provided on an as-needed basis.