

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

THIS THIRD AMENDMENT TO AGREEMENT #10041, made and entered into this _____ day of _____ 20____, 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 2016, the County issued Request for Proposal (RFP) #17-149 seeking proposals from qualified professionals to provide Annual Professional Geotechnical Engineering and Testing Services; and

WHEREAS, the Parties hereto previously entered into Continuing Services *Agreement 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, dated February 13, 2018 (the "First Amendment"), 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 to reflect an increase in the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinance; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement, dated September 10, 2019 ("Second Amendment") to amend the Agreement and renew the Agreement term; and

WHEREAS, the County has elected to exercise its second option to renew the Term of the Agreement extending the term through September 30, 2023 ("Final Renewal Option Term") and seeks to amend the Agreement to reflect the increase to the Alachua County Minimum Wage, to add a clause which defines and allows electronic signatures and to add a clause which acknowledges the employment eligibility requirements via the U.S. Department of Homeland Security E-Verify System.

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:

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

1.1 The Term of the Agreement is extended through September 30, 2023 (the “Final Renewal Option Term”), unless earlier terminated as provided herein.

1.2 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.

2 **SECTION #7** of the Agreement, **Alachua County Minimum Wage**, subsections 7.1 and 7.2 are hereby amended as follows. All other subsections of Section 7 remain unchanged by this Amendment.

7.1 The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

7.2 Current required Alachua County Government Minimum Wage is \$15.00 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$17.00 when health benefits are not provided (collectively, the “Minimum Wage”).

3. **SECTION #37** of the Agreement, **Electronic Signatures**, is added as follows:

37 **Electronic Signatures**. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Professional with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web),

by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

4. **SECTION #38** of the Agreement, **U.S. Department of Homeland Security E-Verify System**, is added as follows:

38. U.S. Department of Homeland Security E-verify System.

38.1 Professional shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

38.2 The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s Agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

5. This **THIRD** Amendment shall take effect October 1, 2021, after execution by both Parties.

6. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the Parties shall be and remain in full force and effect. In the event of any conflict between the First Amendment, Second Amendment and Third Amendment, the terms of this Third Amendment shall prevail.

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

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

Diana Johnson

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Alachua County Attorney's Office



PROFESSIONAL

By: *Kenneth L. Hill*

Print: Kenneth L. Hill, P.E.

Title: President

Date: 1/12/2022

IF THE PROFESSIONAL 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.