

Grants & Contracts - Transmittal Memo

DATE: February 14, 2018

FROM: Purchasing Division, Contracts

TO: Brian Singleton, Ramon Gavarrete

CONTRACT #: 10041

VENDOR: GSE Engineering and Consulting, Inc.

DESCRIPTION: #10041 1st Amendment GSE Engineering and Consulting, Inc. for professional Geotechnical and testing services
NTE \$500,00.00
GMW

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 2/13/2018

RECEIVED ON: February 14, 2018

TERM START: 2/13/2018

TERM END: 9/30/2019

AMOUNT: NTE \$500,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

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

COPY TO: Finance and Accounting
Risk Division
File

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

THIS **FIRST AMENDMENT TO AGREEMENT**, made and entered into this 13th day of February A.D. 2018, 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, 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 wish to amend the agreement.

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. PARAGRAPH # 5 of the Agreement, **Authorization for Services**, sub-paragraph 5.1 is amended in its entirety to read:

The Public Works Director, County Engineer or their designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County in an amount not to exceed the limitations outlined in Paragraph 6

B. PARAGRAPH # 6 of the Agreement, **Compensation**, is amended in its entirety to read:

The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis, a "Time Basis Method", or a combination of both, in an amount not to exceed \$ 500,000.00 annually unless approved by the Alachua County Board of County Commissioners. 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.

C. Attachment C, referenced in Paragraph #6 of the Agreement, **Compensation**, is hereby deleted in its entirety and replaced with the revised "Attachment C", which is attached to this First Amendment.

D. PARAGRAPH #7 of the Agreement, **Alachua County Minimum Wage**, is amended in its entirety to read:

7. Alachua County Minimum Wage:

- 7.1 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 contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of 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 \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits are not provided (collectively, the "Minimum Wage").
- 7.3 The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 7.4 The Contractor must provide certification, **Attachment E** (attached to this Amendment), to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 7.5 The Contractor 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 Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
- 7.6 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
- 7.7 The Contractor 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 contractor and subcontractor

E. PARAGRAPH # 14 of the Agreement, **Project Records**, sub-paragraph 14.1, **General Provisions**, is amended with the addition of 14.1.3:

14.1.3 Contractor shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

F. PARAGRAPH # 14 of the Agreement, **Project Records**, is amended with the addition of the following provision:

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ALACHUA COUNTY PUBLIC WORKS TRANSPORTATION AND ENGINEERING AT 352-374-5245, bsingleton@AlachuaCounty.us, 5620 N.W. 120th LANE, GAINESVILLE, FL 32653

G. This First Amendment shall take effect upon the date of execution by the parties

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated **September 27, 2016**, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this **First** 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: [Signature]
Lee Pinkoson, Chair
Board of County Commissioners
Date: 02/13/2018

ATTEST:

[Signature]
Jesse K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)
By: [Signature]
Print: Jordan B. Nordquist
Title: CEO

By: [Signature]
Print: Kenneth L. Hill
Title: President
Date: 1/26/2018

ATTACHMENT C: FEE SCHEDULE

Professional and Technical Services		
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
Drilling Services		
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
Maintenance of Traffic		
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
Laboratory Testing Services		
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
Field Testing		
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
Asphalt Concrete Testing		
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

All PER TEST, EACH, PER SAMPLE items listed include travel time unless personnel is required to stay on-site in excess of 15 minutes OR travel outside Alachua County is required.

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 64th Street,
Suite B Gainesville, FL 32608
Point of Contact: Kenneth P. Hill, P.E.

ATTEST (By Corporate Officer)

By: JOAQUIN B. MADONIST

Print: JOAQUIN B. MADONIST

Title: CEO

CONTRACTOR

By: Kenneth P. Hill

Print: Kenneth L. Hill

Title: President

Date: 1/26/2018



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street**

February 13, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #35.

Agenda Item Name:

Amendment to Annual Geotechnical Engineering Services Agreements

Presenter:

Brian Singleton

Item Description:

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

Recommended Action:

Approve first 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

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 amount of \$500,000.

Background:

Amendment are required to the agreement for compliance with the Wage Ordinance and to bring in-line with current operating procedures. These agreements 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 Public Works staff does not have the equipment, staff or the expertise to provide these services.