

**FIRST AMENDMENT TO THE CONTRACT BETWEEN
THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES,
AND SGS CONTRACTING SERVICES, INC. FOR
GENERAL CONTRACTOR FOR GENERAL SERVICES**

THIS FIRST AMENDMENT is made and entered into with an effective date of May 1, 2022, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and **SGS CONTRACTING SERVICES, INC.** ("CONTRACTOR"), a Florida corporation, with its principal place of business at 23625 W. US Hwy 27, High Springs, FL. 32643, individually referred to as Party or collectively as Parties, respectively.

WHEREAS, on June 10, 2019 the Parties entered into a contract for general contractor services with a termination date of April 30, 2022 ("Initial Contract), and;

WHEREAS, the Initial Contract does not contain a provision for rate adjustments, the Parties wish to amend the Initial Contract to allow the CONTRACTOR to request a rate adjustment annually with 60 days prior notice; and

WHEREAS, the Parties agreed to a price increase effective May 1, 2022 based on this new provision; and

WHEREAS, the Initial Contract provides for two (2) additional one (1) year extensions, and;

WHEREAS, the Parties agreed to extend the Initial Contract for one year, through April 30, 2023.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. The term of the Initial Contract is extended for the first period of one (1) year, thorough April 30, 2023.
2. The following paragraph is hereby added to Section 5.1 Fee and Expense Schedule:

Adjustments to price may be requested by the CONTRACTOR at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. CONTRACTOR shall provide documentation for any such price increase and the price increase shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. Commencing May 1, 2022, GRU shall pay to CONTRACTOR according to the rates listed in Attachment "4" Pricing Schedule – Revised.
4. Contractor shall continue to provide general contractor services in accordance with the terms and conditions of the Initial Contract
5. The following sections are hereby added to Attachment 1, General Conditions

19.0 E-VERIFY. The CONTRACTOR shall (1) 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 during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise 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 contract term.

20.0 NON-DISCRIMINATION. CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

6. Except as modified herein, all terms and conditions of the Initial Contract shall remain in full force and effect, including Attachment 1 – General Terms and Conditions; Attachment 2 – Supplemental Conditions; Attachment 3 – Technical Specifications; and Attachment 4 – Pricing Response Form, as revised by this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first above written.

SGS CONTRACTING SERVICES, INC.

BY: *Seth Simmons*
Seth Simmons
Vice President

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: *Anthony L. Cunningham*
Anthony L. Cunningham (Apr 26, 2022 14:50 EDT)
Anthony L. Cunningham
Interim General Manager

Approved as to form and legality:

Lisa Bennett
Lisa Bennett (Apr 26, 2022 09:53 EDT)
Lisa C. Bennett
Senior Assistant City Attorney

Procurement Representative:

Elizabeth Mattke
Elizabeth L. Mattke, C.P.M., CPPO
Procurement Specialist III

List of Attachments

Attachment "4" Pricing Schedule - Revised



SGS CONTRACTING SERVICES, INC.

2019-039 General Contractor General Services

Attachment "4" Pricing Schedule Revised - Effective May 1, 2022

CREW & EQUIPMENT RATES:

(the term "Day" is defined as one 10-hour workday; 7 AM to 5:30 PM)

<u>Project Manager</u>	(one PM for administrative duties)	\$ 150 / HOUR*
<u>Superintendent Only</u>	(one supervisor, no additional labor)	\$ 150 / HOUR*
<u>Crew 1</u>	(one supervisor plus one additional employee)	\$ 2,531 / DAY
<u>Crew 2</u>	(one supervisor plus two additional employees)	\$ 3,043 / DAY
<u>Crew 3</u>	(one supervisor plus three additional employees)	\$ 3,374 / DAY

EMERGFENT CREW RATE (applies to unit rates shown above)

- Crew requiring work stoppage on another project **Unit Rate x 1.5**
- Overtime Work **Unit Rate x 1.5**

ADDITIONAL RATES:

Rubber Tire Backhoe (Owned):	\$ 241 / DAY
Mini-Excavator (Owned):	\$ 217 / Day
Equipment Mobilization:	\$ 500 / EACH*
Tool Trailer / Service Truck:	\$ 150 / DAY*
Equipment Fuel:	15% of Equipment Costs*
Rental Equipment:	Charged Rate Plus 15%
Crane/Subcontractors/Materials:	Charged Rate Plus 15%

SGS 2019-039-L Amendment 1

Final Audit Report

2022-04-28

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 Agreement completed.

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