

**FIRST AMENDMENT TO AGREEMENT NO. 11409 BETWEEN ALACHUA COUNTY AND
WATER AND AIR RESEARCH, INC FOR ANNUAL ENVIRONMENTAL CONSULTING
SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 8th day of September A.D. 2020, 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 Water AND Air Research, Inc., with a business address of 6821 SW Archer Rd, Gainesville, FL 32608 hereinafter referred to as "Professional". Collectively hereinafter County and Professional referred to as "Parties"

WITNESSETH:

WHEREAS, pursuant to Request for Proposal (RFP #20-171 the parties hereto previously entered into the *Agreement for Professional Services between Alachua County and Water and Air Research, Inc.*, (the "Agreement") dated October 8, 2019 , for the provision of **Annual Environmental Consulting Services**; 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, 2020 through September 30, 2022 ("First Renewal Option Term"); and,

WHEREAS, the County desires to update and replace the Work Order at Exhibit 2A of the Agreement and the Work Order Amendment at Exhibit 2B

WHEREAS, the Parties have agreed to an increase in the agreed upon rate detailed in Exhibit 3 of the Agreement; and,

NOW, THEREFORE, the Parties hereby agree to amend the Agreement dated as follows:

- A. SECTION # 1** of the Agreement, **Term**, sub-section 1.1 is amended in its entirety to read:
- 1.1 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, 2020 through and ending September 30, 2022 (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
- B. Exhibit #2A and 2B** of the Agreement, **Work Order and Work Order Amendment** respectively, referenced in sub-section 5.2 of the Agreement, are hereby deleted in their entirety and replaces with new Exhibits 2A and 2B attached to this Amendment.

- C. **Exhibit #3** of the Agreement, **Standard Rates for Labor, Overhead, Markup, Fees, and Equipment**, referenced in sub-section 5.1.2 of the Agreement is hereby deleted in its entirety and replaced with a new **Exhibit 3**, attached to this Amendment

- D. This **FIRST** amendment shall take effect October 1, 2020

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

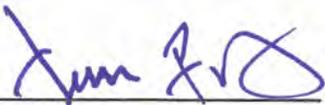
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IN WITNESS WHEREOF, the parties have caused this FIRST Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

By: 
Robert Hutchinson, Chair
Board of County Commissioners
Date: September 8, 2020

ATTEST:

APPROVED AS TO FORM

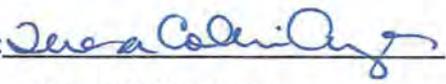

J.K. "Jess" Irby, Esq. Clerk


Alachua County Attorney's Office

(SEAL)

WITNESS

Professional

By: 
Print: Teresa Collins Ayres
Title: Senior Vice President

By: 
Print: Bryan B. McDonald
Title: CEO/President
Date: 2/28/2020

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

EXHIBIT 2A: WORK ORDER

WORK ORDER NO: _____
CONTRACT #: _____
PROJECT DESCRIPTION: _____
DATE ISSUED: _____
COMPLETION DATE: _____
PROFESSIONAL: _____
COUNTY TASK MANAGER: _____
SIGNATURE: _____
FUND#: _____

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.

Witness

PROFESSIONAL:

By: _____

Signature

Title: _____

Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____

Environmental Protection Department

Director

Date: _____

EXHIBIT 2B: WORK ORDER AMENDMENT

WORK ORDER NO: _____
WORK ORDER AMENDMENT #: _____
CONTRACT #: _____
PROJECT DESCRIPTION: _____
DATE ISSUED: _____
PROFESSIONAL: _____
COUNTY TASK MANAGER: _____
SIGNATURE: _____
FUND#: _____

PROJECT CHANGES: _____

NEW COMPLETION DATE: _____

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: _____

ALACHUA COUNTY:	PROFESSIONAL:
By: _____	By: _____
Environmental Protection Department Director	_____ Print Name/Title
Date: _____	Date: _____

EXHIBIT 3: STANDARD RATES FOR LABOR, OVERHEAD, MARKUP, FEES AND EQUIPMENT

STANDARD RATES FOR LABOR, OVERHEAD, MARKUP, FEES AND EQUIPMENT		
PROFESSIONAL: Water & Air Research, Inc.		
DATE: January 2020		
A. Labor Categories and Raw Hourly Rates		Hourly Rates
Principal Engineer / Geologist / Scientist		\$60.16
Senior Engineer / Geologist / Scientist		\$39.44
Project Engineer / Geologist / Scientist		\$30.77
Staff II Engineer / Geologist / Scientist		\$27.57
Staff Engineer / Geologist / Scientist		\$22.62
Senior Technician		\$19.56
Technician		\$16.07
Doc Production Graphics / Drafting		\$25.25
Clerical Administrative		\$20.09
Expert Witness Fees		\$120.32
B. Overhead Markup		202.71%
C. Subcontractor Markup		10%
D. Laboratory Markup		5%
E. Fee		10%
F. Equipment Rates		Attached

WATER & AIR RESEARCH, INC.
STANDARD EQUIPMENT RATES
(Effective January 1, 2020)

The equipment rates for Water & Air Research, Inc. are as follows:

<u>EQUIPMENT</u>	<u>DAILY RATE</u>	<u>WEEKLY RATE</u>
<u>Vehicles</u>		
2-wheel drive	\$20/day plus \$0.50 mileage rates	
4-wheel drive	\$20/day plus \$0.50 mileage rates	
<u>Water Sampling Equipment</u>		
YSI Conductivity/Salinity Meter	\$25/day	\$125/week
YSI Dissolved Oxygen Meter	\$25/day	\$125/week
YSI ProPlus Multimeter	\$75/day	\$375/week
Conductivity Pen	\$12.50/day	\$50/week
ORP Pen	\$10/day	\$50/week
pH Pen	\$10/day	\$50/week
Acoustic Doppler Current Profiler (ADCP)	\$365/Day	\$1,826/week
Marsh-McBirney Water Current Meter	\$25/day	\$125/week
Protomatic Instruments Light Meter	\$15/day	\$75/week
Wildco Horizontal Water Sampler (2.2L)	\$15/day	\$75/week
Wildco Horizontal Water Sampler (6.2L)	\$15/day	\$75/week
Wildco Vertical Van Dorn Water Sampler (4.2L)	\$15/day	\$75/week
Quanta (Multiprobe) HydroLab	\$75/day	\$250/week
Full-size Ponar Dredge	\$35/day	\$175/week
Petite Ponar Dredge	\$25/day	\$125/week
Automatic Sampler without Flow Meter	\$100/day	\$500/week
Automatic Sampler with Flow Meter	\$120/day	\$600/week
Aluminum Boat & Motor	\$100/day	\$500/week
Airboat	\$275/day	\$1,375/week
<u>Soil/Groundwater Sampling Equipment</u>		
Soil Auger	\$15/day	\$75/week
Water Level Indicator	\$15/day	\$50/week
Teflon Bailer	\$12.50/day	\$62.50/week
Guzzler Pump	\$10/day	\$50/week
Centrifugal Pump	\$40/day	\$200/week
BK Handpump	\$25/day	\$125/week
Peristaltic Pump	\$25/day	\$250/week
Bladder Pump with Air Compressor	\$100/day	\$500/week
Photo Ionization Detector (PID)	\$100/day	\$500/week
Flame Ionization Detector (FID)	\$200/day	\$1,000/week
Organic Vapor Meter (OVM)	\$100/day	\$500/week
Respirator	\$20/day	\$100/week
Trash Pump	\$50/day	\$250/week
Reusable Protective Clothing	\$25/set/day	
Data Logger and Transducer	\$200/day	
Portable Power Generator	\$50/day	\$250/week
Air Compressor	\$10/day	\$50/week
Control Box	\$50/day	\$250/week
Circular Saw	\$10/day + \$10/blade	
Pavement Hole Drill (for asphalt)	\$50/day + \$2/foot	
Pavement Hole Drill (for concrete)	\$50/day + \$3/foot	

WATER & AIR RESEARCH, INC.
 STANDARD EQUIPMENT RATES
 (Effective January 1, 2020)

<u>EQUIPMENT</u>	<u>DAILY RATE</u>	<u>WEEKLY RATE</u>
<u>Optical Equipment</u>		
Binoculars	\$3/day	\$15/week
Cameras	\$3/day	\$15/week
Video Camera (GoPro, etc.)	\$25/day	\$125/week
Microscopes (Olympus with automatic camera)	\$35/day	\$175/week
Microscopes (Zeiss, Swift, AO)	\$25/day	\$125/week
Spot Scope	\$5/day	\$25/week
Tortoise Burrow Video Camera	\$60/day	\$200/week
<u>Computer & Other Equipment</u>		
Global Positioning System (GPS)	\$10/day	\$50/week
Submeter GPS	\$50/day	\$250/week
Field Laptop	\$50/day	\$250/week
Tablet	\$25/day	\$125/week
Survey Equipment	\$50/day	\$250/week
<u>Office Equipment</u>		
Photocopy Reproductions (B/W)	\$0.10/copy	
Photocopy Reproduction (Color)	\$0.50/copy	

NOTE: There will be an equipment use charge for projects requiring special equipment or intensive computer use.

WATER & AIR RESEARCH, INC.
 STANDARD EQUIPMENT RATES
 (Effective January 1, 2020)

<u>EXPENDABLE FIELD SUPPLIES</u>	<u>UNIT COST</u>
Polyethelene Tubing	\$0.41/foot
Stainless Steel Sampling Pan	\$2.00/each
Common-keyed Lock	\$10.00/each
Disposable In-Line Filters	\$20.00/each
Disposable Teflon Bailer	\$20.00/each
Disposable Polyethelene Bailer	\$8.00/each
Duct Tape	\$5.00/roll
Ethanol	\$14.00/liter
Isopropanol	\$80.00/gallon
Level D Health & Safety	\$15.00/man-day
Paper Towels	\$1.00/roll
Protective Clothing (per set per day)	\$25.00/set
Stainless Steel Spoon	\$3.00/each
Survey Flags	\$7.00/bundle
Survey Tape	\$2.00/roll
Type II Reagent-grade Water	\$2.00/gallon
Visqueen Sheet Plastic	\$2.00/foot
55-Gallon Drum	\$55.00/each
Portland Cement or Quickcrete	\$10.00/bag
Sand	\$12.00/bag
Well Form	\$5.00/each
Well-Head Cover	\$25.00/each
Well-Cap	
2'	\$15.00/each
4'	\$17.50/each
6'	\$35.00/each
Well-Casing (5-feet)	\$15.00/each
Well-Point	\$10.00/each
Well-Screen (5 feet)	\$20.00/each