

**THIRD AMENDMENT TO AGREEMENT #10042
BETWEEN ALACHUA COUNTY AND UNIVERSAL ENGINEERING SCIENCES,
LLC.
FOR PROFESSIONAL GEO-TECHNICAL AND TESTING SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT #10042, made and entered into on _____, 2021, 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 Universal Engineering Sciences, LLC f/k/a Universal Engineering Sciences, Inc., hereinafter referred to as "Professional". Collectively the County and the Professional are hereinafter referred to as the "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 the Continuing Services *Agreement between Alachua County and Universal Engineering Sciences, 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 the Second Amendment to the Agreement, dated September 10, 2019 (the "Second Amendment"); and

WHEREAS, the County has elected to exercise its second option to renew the Term of the Agreement for a two-years extending through September 30, 2023 ("Final Renewal Option Term"), to reflect the increase to the Alachua County Minimum Wage as mandated by the Wage Ordinance, to update Attachment C, Fee Schedule, to reflect an increase, to add a clause which 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 and ending 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. **Attachment C**, Fee Schedule, referenced in **Section #6** of the Agreement, Compensation, as previously amended, is hereby deleted in its entirety and replaced with the revised "Attachment C", which is attached to this Third Amendment.

3. **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.

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 Contractor 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 any portion of this Third Amendment conflicts with the First or Second Amendment to the Agreement, the provisions of this Third Agreement 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: _____
Ken Cornell, Chair
Board of County Commissioners
Date: _____

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

DocuSigned by:

Diana Johnson

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Alachua County Attorney's Office

UNIVERSAL ENGINEERING SCIENCES, LLC

By: _____
Print: *Keith L. Butts, P.E.*
Title: *Regional Manager*
Date: *November 2, 2021*

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.

ATTACHMENT C: FEE SCHEDULE

GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING SERVICES		
PROFESSIONAL AND TECHNICAL SERVICES		
Engineering/Environmental Services		
Principal Engineer, P.E./Principal Geologist, P.G.	\$205.00	per hour
Senior Engineer, P.E./Senior Geologist, P.G.	\$109.00	per hour
Project Engineer/Manager/Scientist	\$102.00	per hour
Staff Engineer/Scientist	\$77.00	per hour
Environmental Technician	\$71.00	per hour
Asphalt Plant Inspector	\$74.00	per hour
Senior Engineering Technician	\$68.00	per hour
Engineering Technician	\$51.00	per hour
Support Services		
CADD Operator	\$56.00	per hour
Technical Secretary	\$47.00	per hour
DRILLING SERVICES		
Mobilization/Demobilization - Drill Rig & Crew	\$300.00	lump sum
Standard Penetration Test Borings (ASTM D-1586), Truck Rig		
0 - 50 foot depth interval	\$12.50	per foot
51 - 100 foot depth interval	\$14.00	per foot
101 - 150 foot depth interval	\$18.00	per foot
Mobilization/Demobilization – Mud Bug Rig & Crew		
\$400.00	lump sum	
Standard Penetration Test Borings (ASTM D-1586), Mud Bug Rig		
0 - 50 foot depth interval	\$12.50	per foot
51 - 100 foot depth interval	\$14.00	per foot
101 - 150 foot depth interval	\$18.00	per foot
Difficult Access and Moving Mud Bug Rig between Borings	\$165.00	per hour
Grouting SPT Boreholes	\$4.25	per foot
Installation of Temporary Steel Casing (0 to 100 feet)	\$7.00	per foot
Undisturbed Thin-Walled Tube Sampling	\$90.50	per tube

Auger Boring	\$10.00	per foot
Manual Auger Borings	\$50.00	per hour
Muck Probing		
2-Man Crew (\$450 minimum)	\$155.00	per hour
3-Man Crew (\$645 minimum)	\$220.00	per hour
Cone Penetrometer		
0 - 50 foot depth interval	\$16.25	per foot
51 - 100 foot depth interval	\$18.50	per foot
101 - 150 foot depth interval	\$21.00	per foot
Note: Mobilization for Cone Penetrometer will be determined based upon rig used		
Dissipation Testing	\$160.00	per hour
Dilatometer Soundings (Does not include required senior technician hourly rate)	\$34.00	per foot
Permeability Tests - Field	\$415.00	each
Ground Penetrating Radar	\$2,750.00	per day
Electric Resistivity Imaging (ER)	\$2,750.00	per day
Mobilization of Traffic		
Work Requiring Index 601 or 602	\$300.00	per day
Work Requiring Index 603, 604 or 605	\$178.00	per hour
Work Requiring Index 607	\$210.00	per hour
Work Requiring Index 613	\$1,500.00	per day
LABORATORY TESTING		
Atterberg Limits - Liquid Limit and Plastic Limit	\$88.00	per sample
Double Ring Infiltrometer Test	\$430.00	each
Grain Size Distribution	\$46.50	per sample
Percent Fines (Wash No. 200 Sieve)	\$31.00	per sample
Hydrometer Analysis with Grain Size Distribution	\$130.00	per sample
Organic Content Determination	\$40.00	per sample
Moisture Content	\$11.50	per sample
Specific Gravity (fine aggregate/soil)	\$79.50	per sample
Consolidation	\$530.00	per sample
with Hysteresis Loop	\$85.00	per loop

Swell Test	\$465.00	per sample
Permeability Tests - Laboratory		
Granular Soil (Constant Head)	\$140.00	per sample
Cohesive Soil (triaxial, back pressure saturated)	\$260.00	per sample
Triaxial Compression Test (R, S, T; included mohrs circle)	\$345.00	per sample
with Back Pressure Saturation and pore pressure measurements, add	\$228.00	per sample
Unconfined Compression Tests	\$101.00	per sample
pH	\$29.50	per sample
Resistivity	\$58.25	per sample
Chloride	\$41.25	per sample
Sulfate or Sulfide	\$41.25	per sample
Corrosion Resistance (pH, R, Cl, Su)	\$160.00	per sample
Turbidity (sample FOB Laboratory)	\$36.00	per sample
SOILS TESTING		
Field Density Tests (minimum 3 tests per trip)	\$19.50	each
Sand Cone Density Tests	\$36.00	per sample
Limerock Bearing Ratio (LBR), 5 point	\$250.00	per sample
Standard or Modified Proctor	\$100.00	per sample
Relative Density Test (Minimum-Maximum)	\$185.00	each
California Bearing Ratio	\$258.00	per sample
Soil Plate Load Tests	\$775.00	each
CONCRETE TESTING SERVICES		
Concrete Cylinders		
Compression Tests of 4" x 8" Cylinders	\$15.00	per cylinder
Extra Slump Tests	\$16.00	each
Air Content Tests	\$20.50	each
Testing of Flexural Beams	\$40.00	per beam
Concrete Coring		
Mobilization for Coring	\$150.00	per trip
Obtaining and Testing Concrete Cores	\$87.50	each
Patching Cored Holes	\$11.00	each
Concrete Design Mixes	priced on request	

Concrete Ready Mix Plant or Job Inspection	\$55.00	per hour
Sieve Analysis, Fine or Coarse Aggregate	\$46.50	per sample
Absorption	\$46.50	per sample
Specific Gravity	\$77.00	per sample
Unit Weight	\$36.00	per sample
Material Finer than No. 200 Sieve	\$31.00	per sample
Organic (Colometric ASTM C-40)	\$45.00	per sample
Salt Content	\$43.50	per sample
Los Angeles Abrasion	\$412.00	per sample
Soundness (5 cycle sodium sulphate)	\$566.50	per sample
Soundness (5 cycle magnesium sulphate)	\$566.50	per sample
Floor Flatness/Levelness:		
Equipment Charge	\$155.00	each
Up to 20,000 square feet	\$745.00	each
From 20,000 square feet to 40,000 square feet	\$1,235.00	each
Greater than 40,000 square feet	\$1,545.00	each
In-Situ Testing (Swiss Hammer, Windsor Probe, etc.): Calibration & Equipment Usage Minimum 2-Hours	\$46.50	per hour
Windsor Probe Shots	\$35.00	per shot
Moisture Emissions	\$37.00	per kit
Moisture Emissions: Trip 1: Kit Installation (minimum 2 hours) Trip 2: Kit Pick-Up & Calculations (minimum 2 hours)	\$51.50	per hour
MASONRY TESTING SERVICES		
Compressive Strength, ASTM C-140	\$51.50	each
Absorption and Moisture Content, ASTM C-140	\$51.50	each
Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$396.50	per set of 3
Compressive Strength of Hollow Masonry Prisms, ASTM E-477	\$115.00	per prism
Compressive Strength of Grouted Masonry Prisms	\$135.00	per prism
Testing 2" Masonry Mortar Cubes	\$13.00	per cube
Mortar Mix Design (ASTM C-270)	priced on request	
Testing 3½" x 3½" x 7" Grout Prisms	\$15.00	per prism
ASPHALTIC CONCRETE TESTING SERVICES		

Asphaltic Concrete Plant Inspection (FDOT Certified)	\$74.00	per hour
Extraction and Gradation	\$185.00	per sample
Coring Pavement to Obtain Density and Thickness Samples (mobilization fee \$125)	\$50.00	per sample
Laboratory Testing of Asphaltic Cores for Density	\$35.00	per core
STRUCTURAL INSPECTION		
Reinforcing Steel Inspector (4 Hour minimum)	\$74.00	per hour
Equipment Usage (Rebar Data Scan - 2 Hour minimum)	\$72.00	per hour
Inspection and Analysis of Built-Up Roofing		
Monitoring Construction	\$53.50	per hour
Analysis of New Built-Up Roofing Components (ASTM D-3617) - cutting and patching by contractor	\$90.50	per sample
Analysis of Existing Built-Up Roofing Components (ASTM D-2829)	\$370.00	per sample
Special Testing Services		
Vibration Monitoring Equipment*	\$1,390.00	per month
Ultrasonic Testing of Concrete	\$87.50	per hour
* Cost for set-up & monitoring. Engineering Services will be invoiced additionally at standard unit rates.		

EQUIPMENT RATES		
Surveying Equipment	\$80.00	per day
Generator	\$85.00	per day
Air Compressor	\$58.00	per day
Water Level Indicator	\$13.00	per day
Concrete Saw	\$55.00	per day
Concrete Coring Machine	\$110.00	per day
Sound Level Meter	\$47.00	per day

* Cost for set-up & monitoring. Engineering Services will be invoiced additionally at standard unit rates.

THIS FEE SCHEDULE IS CONFIDENTIAL AND ONLY APPLIES TO SPECIFIC PROJECTS FOR APPROVED CLIENTS.

ALL UNIT FEES ARE FOR NORMAL WORK HOURS, MONDAY THROUGH FRIDAY FROM 6:30 A.M. TO 4:30 P.M. DAILY. SATURDAY, SUNDAY AND HOLIDAYS WILL BE INVOICED AT THE STANDARD RATE PLUS 40 PERCENT.

CONSTRUCTION SERVICES WILL BE INVOICED ON A PER TEST BASIS.

- (1) A minimum of four (4) In-Place Density Tests per trip is required.
- (2) Subcontracting Costs – 10% markup.
- (3) **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.**

Professional consultations and meetings will be invoiced at our standard unit rates.

Sub consultant (EDA) (Subject to 10% mark-up)		
Principal Engineer, P.E.	\$150.00	per hour
Staff Assistant	\$30.00	per hour
Project Manager	\$70.00	per hour
Staff P.E. II	\$85.00	per hour
CADD Tech	\$65.00	per hour
EIT	\$55.00	per hour
Utility Locator	\$100.00	per hour
Party Chief	\$59.00	per hour
Instrument Person	\$47.00	per hour
Rod Person	\$32.00	per hour
Survey Technician	\$45.00	per hour
Project Designer	\$65.00	per hour
Project Engineer	\$55.00	per hour
Project Surveyor	\$77.00	per hour
Expert Witness	\$150.00	per hour
PSM Principal	\$82.00	per hour
Draftsperson	\$43.00	per hour

Sub consultant (Sputo and Lammert Engineering) (Subject to 10% mark-up)		
Senior Professional Engineer	\$190.00	per hour
Professional Engineer	\$180.00	per hour
ACAD Technician / Drafter	\$80.00	per hour
Clerical	\$45.00	per hour