Grants & Contracts - Transmittal Memo

DATE:	February 14, 2018
FROM:	Purchasing Division, Contracts
TO:	Cathie Whitney
CONTRACT #:	10042
VENDOR:	Universal Engineering Services
DESCRIPTION:	#10042 1st Amendment Universal Engineering Services, Inc. for professional Geotechnical and testing services. NTE $500,000.00 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 #10042
BETWEEN ALACHUA COUNTY AND UNIVERSAL ENGINEERING SERVICES, 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 **Universal Engineering Services, 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 Universal Engineering Services, 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, **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 offered at the equivalent value of $2.04 per hour and $15.04 when health benefits are not offered (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, who render services under this agreement, 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 under this agreement 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 Professional 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 REGUARDING 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.

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: _____
Lee Pinkoson, Chair
Board of County Commissioners
Date: 02/13/2018

ATTEST:

_____
Jesse K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)
By: _____
Print: Melvin Rodriguez
Title: VP of Finance

By: _____
Print: Keith L. Butts, P.E.
Title: Regional Manager
Date: 1/26/18

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.	$179.00	per hour
Senior Engineer, P.E./Senior Geologist, P.G.	$95.00	per hour
Project Engineer/Manager/Scientist	$89.00	per hour
Staff Engineer/Scientist	$67.00	per hour
Environmental Technician	$62.00	per hour
Asphalt Plant Inspector	$64.00	per hour
Senior Engineering Technician	$59.00	per hour
Engineering Technician	$45.00	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	$11.00	per foot
51 - 100 foot depth interval	$12.50	per foot
101 - 150 foot depth interval	$16.00	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	$11.00	per foot
51 - 100 foot depth interval	$12.50	per foot
101 - 150 foot depth interval	$16.00	per foot

Difficult Access and Moving Mud Bug Rig between Borings	$165.00	per hour
Grouting SPT Boreholes	$3.75	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	$9.00	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	$260.00	per day
Work Requiring Index 603, 604 or 605	$155.00	per hour
Work Requiring Index 607	$181.50	per hour
Work Requiring Index 613	$1,300.00	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	$220.00	per sample
Standard or Modified Proctor	$87.50	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	$13.00	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	$130.00	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	$25.00	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)	$67.00	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	$29.00	per core
STRUCTURAL INSPECTION		
Reinforcing Steel Inspector (4 Hour minimum)	$67.00	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

ATTACMENT 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").

Universal Engineering Sciences, Inc
4475 SW 35'h Terrace Gainesville, FL 32608
Point of Contact Keith L. Butts

ATTEST (By Corporate Officer)
By: _____
Print: Melvin Rodriguez
Title: VP of Finance

CONTRACTOR
By: _____
Print: Keith L. Butts, P.E.
Title: Regional Manager
Date: 1/26/18

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.