

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

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, 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, in 2017, 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, after reviewing all timely responses to RFP #17-149, the County identified the Professional as one of the top ranked firms; and

WHEREAS, pursuant to RFP #17-149, 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 entered into the First Amendment to the Agreement, dated February 13, 2019 (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 increasing the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"); 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, 2019 through September 30, 2021 ("First Renewal Option Term"), and to reflect the increase to the Alachua County Minimum Wage as mandated by the Wage Ordinance.

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. SECTION #1 of the Agreement, **Term**, is amended and replaced in its entirety to read;

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, 2019 through and ending September 30, 2021 (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.

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.

B. PARAGRAPH #7 of the Agreement, **Alachua County Minimum Wage**, as amended by the First Amendment, subparagraph 7.2 is amended in its entirety to read:

7.2 Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").

C. This Second Amendment shall take effect October 1, 2019, after execution by both Parties

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

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

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby II, Clerk

(SEAL)

Alachua County Attorney's Office

PROFESSIONAL

ATTEST

By: Sharon Slankard

Print: Sharon Slankard

Title: Office Manager

By: _____

Print: Keith L. Butts, P.E.

Title: Regional Manager

Date: June 19, 2019

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.



UNIVERSAL ENGINEERING SCIENCES

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- Rockledge
- Sarasota
- Tampa
- Tifton
- West Palm Beach

UNIVERSAL ENGINEERING SCIENCES, INC.

CORPORATE RESOLUTION

APRIL 10, 2015

A Corporate Resolution was passed at a special meeting of the Board of Directors on April 10, 2015 authorizing Keith Butts, Regional Manager of the Company's Gainesville and Ocala branches, to sign contracts, government documents, lien releases and contract proposals as an authorized representative of Universal Engineering Sciences, Inc.

Approved on April 10, 2015

Mark C. [Signature]

President

