

**PROFESSIONAL GEOTECHNICAL AND MATERIAL TESTING SERVICE AGREEMENT
FOR SUMTER COUNTY, FLORIDA
DIVISION OF PUBLIC WORKS**

This agreement (“Agreement”) made and entered into this ____ day of _____, 20__, by the Board of County Commissioners of Sumter County, Florida (Board) and Universal Engineering Sciences, Inc. (Firm).

WHEREAS, the Board intends, through the execution of this Agreement, to enter into a continuing contract for professional geotechnical and material testing services with multiple firms, a “continuing contract”, pursuant to Florida statutes, being a contract for professional services entered into between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$2 million for study activity when the fee for such professional service does not exceed \$200,000.00, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause, and;

WHEREAS, the Board has chosen multiple firms through a competitive selection process to provide continuing contract services under this Agreement, which shall serve as a master agreement for all selected firms, and;

WHEREAS, the undersigned Firm is one of the firms approved by the Board, and;

WHEREAS, the parties desire to utilize the testing services of the undersigned Firm from time to time for specifically selected and assigned projects from the date of execution of this Agreement until its termination under the termination provisions outlined herein, and;

WHEREAS, the parties desire to enter into this Agreement outlining the duties and responsibilities of and compensation to the undersigned firm.

NOW THEREFORE, the parties agree as follows:

1. The recitals stated above are hereby acknowledged by the parties as true and correct, and are incorporated into this agreement as if stated herein.
2. The relationship of the Firm to the Board will be that of a professional consultant, and the Firm will provide professional geotechnical and material testing and other technical services required under this Agreement in accordance with acceptable practices, ethical standards, and will endeavor to provide to the Board prompt and efficient engineering services to the best of its ability.
3. The Firm is hereby employed to provide professional geotechnical and material testing and related services, to work with the Board, and the Department of Public Works, to provide services on an “as needed” basis in accordance with the scope of services as attached hereto, marked attachment “A” and incorporated into this agreement by reference.
4. The term of this Agreement shall be for a one year period from the agreement acceptance date, with the option of renewal for three additional one year terms.
5. The fees schedule for services to be rendered under the terms of this Agreement are itemized and set forth on the attachment “B” and attached to and incorporated into this agreement by reference.

6. The Firm shall furnish to the Board a monthly itemized statement, on a per project basis, of the hours for each service category listed in the scope of services shown on attachment "A", attached hereto and incorporated herein. The fee schedule for each services category shall be as shown on attachment "B". The Firm shall compute the total amount due for the preceding month and said amount shall be paid to the Firm within 10 days from receipt of bill. Statement for services related to Public Works shall be reviewed by the Sumter County Public Works Director. The Public Works Director may require additional information from the Firm prior to processing the bill for payment. Such information shall be promptly provided by the Firm.

7. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

8. General Considerations (a). All original sketches, tracings, drawings, computations, details, design calculations and other documents and plans prepared by the Firm pursuant to this Agreement are and remain the property of the Firm as instruments of service. However, the Firm shall furnish copies of any such items or documents as may be required by the Board to its appropriate department upon request. (b). The Firm shall at all times comply with the Florida Public Records Law, the Florida Open Meeting Law, and all other applicable laws, rules and regulations of the State of Florida. (c). Firm shall at all times carry and provide certificates of insurance, on all operations hereunder, worker's compensation insurance, automobile public liability and property damage insurance, and professional liability insurance in amounts satisfactory to the Board. (d). Upon the Firm's written request, the Board will furnish or cause to be furnished aerial photographs, reports, studies by others, instrument, documents, and other information as the Firm and Board mutually deem necessary, and the Firm may rely upon same in performing the services required under this agreement. (e) The Board and the Firm each bind themselves and their successors and legal representatives, of such other party, in respect to all covenants of this agreement; and, neither the Board nor the Firm shall assign or transfer their interest in this agreement.

9. In the event the Firm services are delayed for a period of three (3) months due to causes beyond Firm's reasonable control, compensation shall be subject to renegotiation and reduction. In the event any portion of the work prepared or partially prepared by the Engineer is suspended, abandoned, or terminated, the Board shall pay the Firm for the work performed on such portion on an hourly basis, not to exceed the maximum amounts enumerated in attachment "B" hereto.

10. In the event the Firm has a conflict of interest in any of the matters under review, the Firm shall promptly notify the County so that alternative representation for the County can be sought.

11. In addition to the hourly compensation set forth above, the Firm shall be compensated for travel and per diem as set forth in Chapter 112 of the Florida Statutes.

12. The Firm, its agents, servants or representatives of the Board, shall have no expressed or implied power or authority to act in any manner whatsoever for or on behalf of the designated as an independent contractor to the Board and none of the employees, agents, or servants of the Firm shall have the right or expectation of benefits applicable to employees of the Board.

13. The Firm shall hold the Board of County Commissioners, Sumter County, and its employees and officers harmless from and against any and all liability for any property damage or injury to person or property that may result from the negligence or professional malpractice of engineer or other Firm agents in performing its duties hereunder.

14. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including a reasonable attorney's fees, incurred by the prevailing party enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level. Venue and jurisdiction are agreed by the parties to be only in Sumter County, Florida, except that Federal jurisdiction and venue, when applicable, shall only be in the Middle District of Florida, Tampa Division. The Firm hereby specifically waives its right to institute any action of any kind or nature whatsoever against the Board in any other State or Federal Court or administrative tribunal.

15. Services provided under this Agreement are for the exclusive use of the Board and the subordinate Public Works department. Neither Board nor Firm shall assign its interest in this Agreement without written consent of the other. This Agreement is understood to be the sole agreement between the Parties, and may only be modified by mutually executed written amendment. Counterpart execution of this Agreement or any Amendment hereto shall be considered legally binding.

16. All payments by the Board hereunder shall be due and payable in Bushnell, Sumter County, Florida.

17. This agreement may be terminated by either party upon 30 days prior written notice. If this agreement is terminated, Firm shall be paid for all work performed up to the date of termination.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written at Bushnell, Sumter County, Florida.

ATTEST: GLORIA HAYWARD
Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
GARRY BREEDEN, CHAIR

ATTEST:

FIRM:

Witness

UNIVERSAL ENGINEERING SCIENCES, INC.

ATTACHMENT "A"

GEOTECHNICAL AND MATERIALS TESTING SERVICES

SCOPE OF SERVICES

Services are generally described as professional geotechnical and materials testing services for various current or upcoming roadway, drainage and bridge projects. FIRM specialties may be supplemented through the use of sub-consultants if identified as part of the RSQ. Respondents shall take notice that the successful FIRM(S) is/are not guaranteed work under this proposal. Individual Blanket or Task Specific Work Order(s) will be issued based on the AGREEMENT between the OWNER and the FIRM. A scope of work will be included with the Work Order. The Agreement shall be in force for two {2} years with three one year extensions subsequent to the mutual approval by the OWNER and the FIRM. Tasks may include, but are not limited to the following:

- ❖ Soil Exploration;
- ❖ Geotechnical Classification Laboratory Testing;
- ❖ Highway Materials Testing;
- ❖ Foundation Testing and Studies, and
- ❖ Geotechnical Specialty Laboratory Testing.

These tasks correspond directly to the Florida Department of Transportation {FDOT} work groups 9.1, 9.2, 9.3, 9.4 and 9.5 as described in the Florida Administrative Code Chapter 14-75, and require the same qualifications.

Capability for Case Pile Wave Analysis Program {CAPWAP} analysis and Pile Dynamic Monitoring including use, evaluation and analysis of Pile Driving Analyzer {PDA} should be identified.

The following are examples of the types of services that the FIRM may be required to provide by Blanket or Specific Work Order assignment. Such services may include but are not limited to the following:

TYPICAL EQUIPMENT:

- ❖ Swiss {Schmidt} Rebound Hammer
- ❖ Windsor Probe

- ❖ Pachometer
- ❖ Paint Thickness Gauge
- ❖ Backhoe
- ❖ Concrete Core Drill Machine
- ❖ Nuclear Densimeter
- ❖ Portable Pump and Generator
- ❖ Pile Load Test Equipment
- ❖ Retroreflectometer

TYPICAL TESTING:

- ❖ Field density tests by drive cylinder method (ASTM D-2937) or nuclear method (ASTM D- 2922) or sand cone method (ASTM D-1556).
- ❖ Sampling for laboratory tests, i.e. proctor, soil cement design, LBR, etc.
- ❖ Field inspection, testing and recording of construction operations.
- ❖ Concrete testing, i.e. slump, cylinders, air content, unit weight, cast cubes, flexural beam strength.
- ❖ Concrete batch plant monitoring, concrete coring, Windsor Probe, pachometer, Swiss Hammer, reinforcing steel placement, etc.
- ❖ Soil sampling, soil testing, field density testing, documentation of deleterious material, inspection of proofrolling, specified fill placement, footing inspection, field proctor tests, installation of settlement plates, hand auger borings, percolation and infiltration testing, pile.
- ❖ Load tests field LBR, etc.
- ❖ Soil cement monitoring.
- ❖ Asphalt Paving - monitoring of paving procedures, control strip monitoring, spread, thickness, temperature, field density testing, coring for thickness, asphalt batch plant monitoring.
- ❖ Deep foundation installation monitoring.
- ❖ Sieve analysis of aggregates (ASTM C-136).

- ❖ Specific gravity and adsorption of fine aggregates (ASTM C-128)
- ❖ Sodium Sulfate Soundness (ASTM C-88)
- ❖ Asphalt Mix Designs - Marshall Method.
- ❖ Asphalt Mix Verifications.
- ❖ Extraction and gradation (ASTM D-2172 and C-136).
- ❖ Marshall stability and flow (ASTM D-1559).
- ❖ Concrete mix design: normal weight concrete including dry sieve analysis of aggregates, specific gravity of aggregates, unit weight of coarse aggregates, organic impurities test of fine aggregates.
- ❖ Compressive strength of concrete cylinders (STM C-39).

ATTACHMENT "B"
HOURLY FEE SCHEDULE FOR PROFESSIONAL
SERVICES

(See attached Fee Schedule)