

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
FLAGLER COUNTY FLORIDA

CASE NO.: 2021 CA 000130
DIVISION: 49

FLAGLER COUNTY,

Plaintiff,

v.

UNIVERSAL ENGINEERING SCIENCES,
LLC, a Florida Limited Liability Company, and
BRIAN C. POHL, P.E.,

Defendants.

COMPLAINT

The Plaintiff, FLAGLER COUNTY, hereby sues Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, and Defendant, BRIAN C. POHL, and in support thereof alleges:

GENERAL ALLEGATIONS

1. This is a complaint for damages in excess of \$30,000.00 and for such further and supplemental relief as maybe necessary or proper.
2. Plaintiff, FLAGLER COUNTY, is a political subdivisions of the State of Florida under Article VIII, Section 1(a), of the Florida Constitution.
3. Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, is a registered Florida Limited Liability Company, which provides professional services that include but are not limited to engineering, testing and building inspections.

4. Defendant, BRIAN C. POHL, is a Florida licensed professional engineer, No. 60216, who is employed by and is a manager of the Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC.

5. On or about July 20, 2015, the Plaintiff entered into a multi-year Professional Service Contract with Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, hereinafter referred to as Contract. A copy of the Contract is attached hereto as Exhibit A.

6. On November 1, 2018, the Plaintiff and Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, executed an extension of the Contract through February 15, 2020. A copy of the Final Contract Extension is attached hereto as Exhibit B.

7. On November 9, 2018, pursuant to Section 4 of the Contract, the Plaintiff and Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, executed Work Authorization 19 for the inspection of the condition of a commercial building located at 4888 Palm Coast Parkway NW, in Palm Coast, Florida, and further identified as Flagler County Property Appraiser No. 07-11-31-5055-00000-0020. A copy of Work Authorization No. 19 is attached hereto as Exhibit C.

8. Work Authorization 19 provides specifically:

The requested engineering service shall provide a complete inspection in all areas of construction related to each building. This includes a structural evaluation of the foundation, floor, wall & roof, and evidence of any moisture penetration.

9. At the time of the execution of Work Authorization 19, the Plaintiff was under contract to purchase the commercial building and the accuracy of the Defendants' professional service was paramount for the Plaintiff to determine whether to proceed with the purchase of the commercial property.

10. On December 12, 2018, the Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, delivered to the Plaintiff a Property Condition Assessment Report bearing the seal of Defendant, BRIAN C. POHL.

11. The Defendants' Property Condition Assessment Report does not identify any evidence of moisture penetration at any location in the commercial building.

12. The Plaintiff relied upon the accuracy of the Defendants' Property Condition Assessment Report and proceeded with the purchase of the commercial property.

13. Plaintiff paid the Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, in full for the engineering services provided under Work Authorization No. 19.

14. On May 15, 2019, shortly after closing, the Plaintiff's employees observed evidence of moisture intrusion throughout the building.

15. Investigation of the evidence revealed that the structure had significant water damage from repeated water penetration through the roof and walls of the building.

COUNT I
BREACH OF CONTRACT

16. Plaintiff realleges herein the allegations contained in paragraphs 1 through 15.

17. The Contract executed between the Plaintiff and Defendant for professional services is a valid and binding agreement.

18. Under the Contract, as set forth in Work Authorization 19, the Defendant had the duty to professionally inspect the commercial building for evidence of moisture penetration.

19. Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, breached the Contract by failing to professionally inspect the commercial building for evidence of moisture penetration and report such evidence to the Plaintiff.

20. As a result of the Defendants' breach of the Contract, the Plaintiff has suffered damages.

WHEREFORE the Plaintiff, FLAGLER COUNTY, demands judgment against Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, for damages, as well as post judgment interest and costs of bringing this action, trial by jury, and such other and further relief as the Court deems just and proper.

COUNT II
PROFESSIONAL NEGLIGENCE

21. Plaintiff realleges herein the allegations contained in paragraphs 1 through 15.

22. The Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, and Defendant, BRIAN C. POHL, owed a duty of care to the Plaintiff to perform their engineering services described in Work Authorization 19 in accordance with the standard of care used by similar professionals in the community under similar circumstances.

23. Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, and Defendant, BRIAN C. POHL, breached their duty of care to the Plaintiff by failing to perform their engineering services described in Work Authorization 19 in accordance with the standard of care used by similar professionals in the community under similar circumstances.

24. As a result of the Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC's, and Defendant, BRIAN C. POHL's, breach of its duty of care, the Plaintiff has suffered damages.

WHEREFORE the Plaintiff, FLAGLER COUNTY, demands judgment against Defendant, UNIVERSAL ENGINEERING SCIENCES, LLC, and Defendant, BRIAN C. POHL, for damages, as well as post judgment interest and costs of bringing this action, trial by jury, and such other and

further relief as the Court deems just and proper.

Dated this 12th day of March, 2021.

/s/ Abraham C. McKinnon

Abraham C. McKinnon, Esquire

Florida Bar No. 629081

Noah C. McKinnon, Jr., Esquire

Florida Bar No.: 108598

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Attorneys for the Plaintiff.

PROFESSIONAL SERVICES CONTRACT – GEOTECHNICAL ENGINEERING SERVICES
RSQ-Q010-0-2015

THIS CONTRACT made and entered into by and between the:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E. MOODY BLVD., BLDG 2
BUNNELL, FLORIDA 32110

A political subdivision of the State of Florida hereinafter referred to as the County, and:

UNIVERSAL ENGINEERING SCIENCES, INC.
3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811

Hereinafter referred to as the Consultant.

RECITALS

WHEREAS, the County desires to retain the services of the Consultant for Geotechnical Engineering Services; and

WHEREAS, the Consultant responded to the RSQ-Q010-0-2015 by submitting a proposal, dated January 14, 2015, which is on file with the County; and

WHEREAS, the selection and engagement of the Consultant has been made by the County in accordance with the provisions of the solicitation RSQ-Q010-0-2015; and

WHEREAS, the County and Consultant now desire to enter into an agreement upon such terms and conditions as are set forth herein.

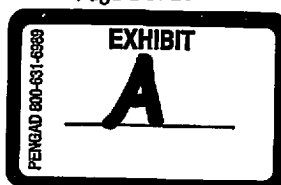
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Flagler County, Florida.



1.2 CONSULTANT:

Universal Engineering Sciences, Inc. is the Consultant selected to perform professional services pursuant to this Contract.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean the County Engineer. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Flagler County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 PROJECT:

The project is the work assigned to the Consultant pursuant to a Work Authorization issued in accordance with Section 1.9.

1.6 PROJECT MANAGER:

The Project Manager shall mean the staff person within a specific County Department who is assigned by the Contract Administrator to oversee the Work Authorization work.

1.7 SCOPE OF SERVICES:

The Consultant will provide Geotechnical Engineering Services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

1.8 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project Work Authorization including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.9 WORK AUTHORIZATION:

The Work Authorization is a formal written assignment of work, based upon negotiation, which will be issued to the Consultant pursuant to this Contract. The Work Authorization shall utilize the format shown in Exhibit "B" attached hereto and incorporated herein by reference.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Contract and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

- 2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners and this Contract incorporates the results of such negotiations.
- 2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Universal Engineering Sciences, Inc. to perform such services hereunder.
- 2.3 The County will budget funds for each Work Authorization issued under the Contract.

ARTICLE 3
SERVICES AND PERFORMANCE

- 3.1 The County hereby retains the Consultant to furnish the professional services as are described in the Scope of Services.
- 3.2 The Consultant shall provide to, and perform for, the County such services within the Scope of Services as may be more specifically set forth in one or more Work Authorizations issued by the County and accepted by the Consultant.
- 3.3 In the performance of the professional services contemplated by this Contract, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Department of Professional Regulation, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the Consultant.
- 3.4 The Consultant shall obtain and maintain throughout the term of this Contract, any and all licenses as are required to do business in the State of Florida, and Flagler County, including but not limited to, licenses required by any State Boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Contract.
- 3.5 All professional services shall be performed by the Consultant to the satisfaction of the County's Project Manager. The decision of the Project Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision,

the Consultant furnishes to the Contract Administrator a written notice of dispute. In the event a dispute still exists after the Contract Administrator and/or County Administrator concludes his/her review, the parties agree to a nonbinding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the Consultant shall proceed diligently with the performance of this Contract and any work authorized through the issuance of a Work Authorization.

- 3.6 In the event there are delays in the completion of work authorized through a Work Authorization, and such delays are beyond the Consultant's reasonable control, the County will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the Project Manager and shall be final and conclusive, unless the procedures set forth in 3.5 above are utilized.

ARTICLE 4 **ORDERING OF THE WORK**

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Contract. The County expressly reserves the exclusive right to assign specific Work Authorization to the firm it deems best suited for the type of work to be accomplished. This Contract does not guarantee any amount or type of Work Authorizations to be assigned to the Consultant.
- 4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each Work Authorization. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services.
- 4.3 In the event a mutually agreeable number of hours are reached, the County will issue a Work Authorization which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5 **TIME FOR PERFORMANCE**

- 5.1 As a part of its Work Authorization proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during Work Authorization negotiations.
- 5.2 A copy of the fully executed Work Authorization will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a Work Authorization, the Contract

Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Contract a fee to be computed as described below and based upon the schedule set forth in Exhibit C attached hereto and made a part hereof. Individual Work Authorization(s) submitted to the Consultant will be paid through a budget line item recommended and approved by the Board of County Commissioners. For each such Work Authorization, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit C attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a Work Authorization under this Contract. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and, Flagler County Code of Ordinances, the County's performance and obligation to fund this Contract shall be contingent upon an annual appropriation by the Flagler County Board of County Commissioners.

6.3 ADJUSTMENT OF CONSULTANT'S RATES:

(a) Either party may request in writing, no later than ninety (90) days prior to each anniversary of the effective date of the contract, an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty days after the commencement of such negotiations, this Contract shall terminate by operation of law on the anniversary of the effective date of the Contract following the failed negotiation, and the Consultant shall no longer be eligible to offer its services to the County pursuant to this Contract.

(b) Hourly Rate Schedule (Exhibit C) adjustments and/or revisions shall be made a part of this Contract by the issuance of a written contract amendment executed by the Consultant and the County Administrator. The effective date of any such adjustment shall be the anniversary of the effective date of the Contract following the request for adjustment, or as otherwise set forth in the contract amendment, and shall apply to Work Authorizations negotiated after the effective

date. The hourly rate schedule for active Work Authorizations will not be changed from the rate schedule and hours negotiated in the executed Work Authorization. The Consultant agrees that throughout the life of this Contract, at no time will the negotiated rates charged to the County be in excess of any other published or unpublished rates paid by any other client of the same class under similar terms and conditions of use and service.

(c) In addition, to the annual adjustments referenced herein, the County may request an adjustment to the Consultant's existing hourly rate schedule, at any time, in order to add a specialist category that is not included in the rate schedule or to make such other amendments as are deemed necessary by the County Engineer in her sole discretion.

6.4 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a Work Authorization will be borne by the Consultant and will include, but not be limited to, the following:

1. All travel and per diem charges, and transportation expenses in connection with any Work Authorization.
2. Living expenses in connection with travel inside and outside of Flagler County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Contract.
5. Cost of any software or hardware used or developed for any Work Authorization.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Contract.

6.5 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Contract. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project Work Authorization.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Payments under this Contract and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes, as amended.

6.6 PAYMENT REQUISITIONS WILL BE SENT TO:

(County Department)	Flagler County Engineering
(Contact Name & Title)	Faith Alkhatib, County Engineer
(Address)	1769 East Moody Blvd.
(Address 2)	Building No. 2
(City) (State) (Zip)	Bunnell, Florida 32110
(Telephone #)	386-313-4006

6.7 PAYMENTS AND NOTICES WILL BE MADE TO THE CONSULTANT AT:

Universal Engineering Sciences, Inc.
3532 Maggie Boulevard
Orlando, Florida 32811

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.8 FINAL PAYMENT REQUIREMENT/PAYMENT RECORDS:

The Consultant shall, at the time the final invoice is submitted, provide a report to the Accounts Payable Manager, Flagler County Finance Department, identifying the total of all payments made under the Contract to the Consultant and to each Sub-Consultant. This record shall include the final payments. The final payment will not be made until receipt of the final payment record. The final invoice must be clearly marked as such in bold letters. For those Contracts that are closed out before submittal of a final invoice (i.e., not to exceed awards) it is incumbent upon the Consultant to submit this final payment record to ensure accurate allocation of dollars awarded.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

- 7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Contract. Such changes must be in accordance with the procurement policies of Flagler County and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity prior to any deviation from the terms of this Contract, including the initiation of any extra work.

- 7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project Work Authorizations. Such changes must be negotiated and mutually agreed upon by both parties. This mutual Contract will be formalized by a written change order to the Work Authorization issued by the County to the Consultant.

ARTICLE 8

COUNTY'S RESPONSIBILITIES

- 8.1 The County shall assist the Consultant by placing at its disposal available information pertinent to the project including previous reports, test results, surveys, property information, and any other data relative to design or construction of the project as available and as may be appropriate.
- 8.3 The County shall arrange for access to and make provisions for the Consultant to enter upon public and/or private property as required for the Consultant to perform its services.
- 8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 9

CONSULTANT'S RESPONSIBILITIES

9.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Contract and individual Work Authorizations.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for the services required by this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Contract.

(d) The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by the appropriate architect, professional engineer and/or landscape architect registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professionals.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Contract are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property.

(c) CONSULTANT will provide COUNTY with a set of reproducible copies, in both bond paper and electronic formats acceptable to the COUNTY, of all documents, maps and/or drawings that are produced.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a Work Authorization for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Contract may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Contract.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Contract or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Flagler County Purchasing Policy 02-01, shall be grounds for immediate termination of this Contract.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) Pursuant to Section 119.0701(2), Florida Statutes, the Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to: meeting notes, daily progress reports, correspondence, test result reports, videos, progress schedule updates, and certifications; and
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the

County all public records in possession of the Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Consultant shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Consultant and consult with the County to ensure the request is responded to in accordance with the law. The Consultant shall promptly provide the County with a copy of the Consultant's response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate this Contract and to pursue any other remedies against Consultant available in equity or at law.

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 PERSONNEL AND SUBCONTRACTORS:

(a) The Consultant shall maintain an adequate and competent professional staff so as to enable the Consultant to perform all professional services requested by the County in a professional and timely manner, in accordance with this Contract and the requirements of each Work Authorization issued by the County.

(b) The Consultant, with the consent of the County and as authorized through the issuance of a Work Authorization, may associate with subcontractors or other professional associates in connection with services covered by this Contract. The services of any such subcontractors shall be performed without additional cost to the County, other than those costs negotiated within the limits and terms of this Contract and each Work Authorization issued by the County. The Consultant shall be fully responsible for the satisfactory completion of all subcontracted work. In addition, the Consultant shall ensure that all subcontractors comply with the duties and obligations imposed upon Consultant by this Contract, Work Authorizations and/or amendments hereto, including but not limited to, requirements regarding licenses, insurance requirements and standards of care.

(b) The Consultant agrees to promptly replace any persons in its employ, including subcontractors or employees thereof, who were engaged by the Consultant to perform professional services pursuant to this Contract, if the County requests, with or without cause, that the individual be stopped from performing professional services under this Contract.

10.6 ASSIGNMENT:

This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

10.8 INSURANCE:

Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the Services hereunder, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to the County.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements location of work
Employer's Liability	\$ 100,000 each occurrence
	\$ 500,000 disease, aggregate
	\$ 100,000 disease, each employee
(b) Commercial General Liability	\$2,000,000 General Aggregate
	\$1,000,000 Products-Comp.Ops Agg
	\$2,000,000 Each Occurrence
	\$ 100,000 Fire Damage
	\$ 5,000 Medical Expense
(c) Automobile Liability	\$1,000,000 Combined Single Limit
(owned, hired and non-owned)	
Option of Split Limits:	
(1.) Bodily Injury	\$ 500,000 Per Person
	\$1,000,000 Per Accident
(2.) Property Damage	\$ 500,000
(d) Professional Liability	\$1,000,000 per claim
	\$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's (except for the Professional Liability and Workers Compensation policies), as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. The Consultant shall furnish the County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of

the above required insurance and such Certificates shall include the following language: Flagler County Board of County Commissioners as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Agreement are completed.

Alternatively, in lieu of recurring certificates, the Consultant may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium, the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or materially modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Consultant covering loss or damage to the work or to any other property of the Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Contract.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Contract seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term claim also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Contract or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the

Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR CONTRACTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts, or understandings concerning the subject matter of this Contract that is not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts whether oral or written.

(b) It is further agreed that unless otherwise provided for herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TERM OF CONTRACT:

The term of this Contract shall be for three (3) years from the effective date, which shall be February 16, 2015; however, by mutual consent, this Contract may be extended for two additional one year terms, not to exceed a total of five (5) years. Such extensions shall be made a part of this Contract by the issuance of a written contract amendment executed by the Consultant and the County. Any Work Authorizations issued during the effective period of this Contract and not completed within that period, shall be completed by the Consultant within the time specified in the Work Authorization. The Contract shall govern the parties' rights and obligations with respect to that Work Authorization to the same extent as if the Work Authorization were completed during the Contract's effective period.

10.13 TRUTHS-IN-NEGOTIATION CERTIFICATE:

Signature of this Contract by the Consultant shall act as the execution of a truth in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

10.14 HEADINGS:

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.15 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.16 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Contract in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Contract pursuant to Flagler County Purchasing Policy 02-01.

10.17 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Contract, shall survive the termination of this Contract.

10.18 GOVERNING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except its conflict of laws provisions, and the parties stipulate that the exclusive venue for enforcement or interpretation of this Contract is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

10.19 INTERPRETATION:

For the purpose of this Contract, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Contract.

(b) This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.20 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion

or provision.

10.21 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Contract. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Contract.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Contract. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Contract.


10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Contract.

SIGNATURE PAGE TO FOLLOW

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:


GAIL WADSWORTH
Clerk of the Circuit Court & Comptroller

SEAL:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS



FRANK MEEKER, CHAIRMAN

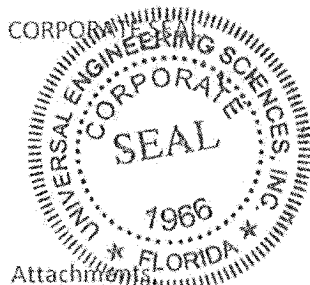
7-20-15
(Date Signed)

APPROVED-AS-TO-FORM


AL MAHEED, COUNTY ATTORNEY


ATTEST:


(Signature)
Melvin Rodriguez
(Typed or Printed Name)
Controller
(Title)



Attachment
Exhibit "A" Scope of Services
Exhibit "B" Sample Work Authorization format
Exhibit "C" Hourly Rate Schedule

CONSULTANT:


(Signature)
STEPHEN A. SPOSITO
(Typed or Printed Name)
CFO
(Title)
6/29/2015
(Date Signed)

As authorized for execution by the Board of Flagler County
Board of County Commissioners at its February 16, 2015
regular meeting.

**EXHIBIT A
SCOPE OF SERVICES**

FLAGLER COUNTY CONTRACT NO: RSQ-Q010-2015

The scope of work includes general geotechnical engineering activities related to the planning, design, permitting, and construction of various capital improvements projects. Individual project scope and schedule will be outlined within each Work Authorization.

Anticipated services may include but are not limited to the following:

General:

1. Geotechnical soil borings, conducting both field tests and laboratory tests/analysis. Results and recommendations reports shall be prepared by a licensed Engineer.
2. Verification of material specification compliance.
3. Design services for various construction projects, which pertain to the Geotechnical portion of the project. (i.e. If soil borings indicate design changes are needed, respondents will provide recommendations for possible corrections).
4. Review and comment on specifications, design submittals and construction documents prepared by other Consultants.
5. Review, inspect, sample, test and report on specific areas of construction as requested.
6. Provide technical support when specialized areas of geotechnical engineering expertise are needed.
7. Conduct soil, concrete, asphalt, subgrade and other material testing, inspection and certifications as needed.
8. Other specialized testing/investigation services as needed such as infrared imaging, moisture intrusion, presence and remediation of lead paint, asbestos, mold (air quality) and other environment problems.
9. Environmental Site Assessment services.
10. Threshold Inspection and Certification services.
11. Construction material testing and evaluations for asphalt, soils, concrete and other materials as needed for roadway, sidewalks, slabs, building, stormwater, bridges and structures.
12. Slope stability analysis.

13. Civil Design Support Services (e.g. exfiltration analysis, permeability evaluations, underdrain evaluation and design, groundwater modeling, estimated seasonal high groundwater levels, borrow pit studies, muck probes and mapping, value engineering analysis, etc.).
14. Shallow and deep foundation investigations, design and acceptance.
15. Standard Penetration Testing, infrared imaging.
16. Input information pertaining to material testing into Laboratory Information Management System (LIMS) or Materials Acceptance & Certification (MAC) system for applicable FDOT coordinated projects, as required.
17. Provide verification testing services for the County in coordination with Contractor Quality Control programs.
18. Coordination with:
 - a. Regulatory agencies
 - b. Funding sources
 - c. The general public
 - d. Interested stakeholders
19. Additional services as needed for capital projects, infrastructure management, property transactions, or as needed by the County's capital improvement programs.
20. Associated planning, design, permitting, post-design, or adjunct services as needed

**EXHIBIT B
WORK AUTHORIZATION**

**FLAGLER COUNTY CONTRACT NO.: RSQ-Q010-0-2015
Work Authorization No. _____**

This Work Authorization No. _____ establishes the Scope of Services and Compensation for specific work to be performed by _____ ("Consultant") under FLAGLER COUNTY Contract No. Q010-0-2015

The Scope of Services to be provided by Consultant consists of the following:

Project Background / Summary

- I. Specific Scope of Services**
- II. Compensation Amount**
- III. Project Deliverables**
- IV. Project Schedule**
- V. The provisions of this Work Authorization No. _____ are subject to all terms and conditions of the above-referenced Contract.**

SIGNATURE PAGE TO FOLLOW

(Signature Page for Board Approval)

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

GAIL WADSWORTH
Clerk of the Circuit Court & Comptroller

FRANK MEEKER, CHAIRMAN

(Date Signed)

SEAL:

APPROVED-AS-TO-FORM

AL HADEED, COUNTY ATTORNEY

ATTEST:

CONSULTANT:

(Signature)

(Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

CORPORATE SEAL:

(Date Signed)

As authorized for execution by the Board of Flagler County
Board of County Commissioners at its _____
regular meeting.

(Signature Page for County Administrator Approval)

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

WITNESS:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

(Signature)

CRAIG M. COFFEY, COUNTY ADMINISTRATOR

(Type or Print Name)

(Date Signed)

(Date Signed)

APPROVED—AS-TO-FORM

AL HADEED, COUNTY ATTORNEY

WITNESS:

CONSULTANT:

(Signature)

(Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date Signed)

**EXHIBIT C
HOURLY RATE SCHEDULE**

**PROFESSIONAL SERVICES CONTRACT – GEOTECHNICAL ENGINEERING SERVICES
FLAGLER COUNTY CONTRACT NO. RSQ-Q010-0-2015**

**UNIVERSAL ENGINEERING SCIENCES, INC.
3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811**

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for Flagler County.

<u>Classification</u>	<u>(Hourly Rate)</u>
-----------------------	----------------------

I. PROFESSIONAL AND TECHNICAL SERVICES

A. PROFESSIONAL SERVICES

1. Principal	\$125.00/hr
2. Senior Project Manager, PE	\$ 95.00/hr
3. Senior Project Engineer, PE	\$ 95.00/hr
4. Project Engineer	\$ 75.00/hr
5. Assistant Project Engineer	\$ 60.00/hr
6. Soil Scientist	\$ 50.00/hr
7. Senior Engineer Technician	\$ 45.00/hr
8. Engineering Technician	\$ 40.00/hr
9. Licensed Threshold Engineer	\$100.00/hr
10. Threshold Inspection Representative/Inspector	\$ 55.00/hr
11. Certified Welding Inspector, minimum 4 hours per trip	\$ 75.00/hr
12. Roofing Inspector, minimum 4 hours per trip	\$ 55.00/hr

B. WORD PROCESSING AND DRAFTING SERVICES

1. CADD Graphics	\$ 45.00/hr
2. Word Processing Services	\$ 40.00/hr

II. GEOTECHNICAL AND HYDROGEOLOGICAL SERVICES

A. FIELD INVESTIGATION

1. Preliminary Site Reconnaissance
and Utility Location/Coordination \$ 45.00/hr
2. Premium drilling rates for work performed prior
to 6:00 a.m., after 7:00 p.m., weekends, holidays,
hours in excess of 40 hours/week or when specialized
barge or bombardier equipment is used \$ Standard Rates
x 1.5 (barge rates
quoted per project)
3. Mobilization/demobilization of truck mounted equipment \$ 350.00 each (truck)

4. Mobilization/Demobilization for All-Terrain Vehicle (ATV) \$ 400.00 each (ATV)
5. Mileage for support vehicle \$ None
6. Standby Time - for circumstances beyond control of drilling crew \$ 80.00/hr

B. SUBSURFACE SOIL INVESTIGATION

1. Soil Borings
 - a. Shallow Manual or Power Auger Borings \$ 9.00/foot
 - b. Standard Penetration Test
 Borings in Soil:
 - 0- 50' Depths \$ 10.50/foot
 - 50-100' Depths \$ 11.50/foot
 - 100-150' Depths \$ 14.50/foot
 - 150-200' Depths \$ 17.50/foot
 - 200-250' Depths \$ 19.50/foot
 - c. Seal Bore Holes with Cement/Bentonite
 - 0- 50' Depths \$ 3.50/foot
 - 50-100' Depths \$ 4.00/foot
 - 100-150' Depths \$ 4.50/foot
 - 150-200' Depths \$ 5.00/foot
 - 200-250' Depths \$ 5.50/foot
 - d. Install Casing:
 - 0- 50' Depths \$ 5.00/foot
 - 50-100' Depths \$ 6.00/foot
 - 100-150' Depths \$ 7.00/foot
 - 150-200' Depths \$ 8.00/foot
 - 200-250' Depths \$ 10.00/foot
2. Cone Penetrometer/Sounding
 - 0-100' Depths \$ 8.50/foot
 - 100-200' Depths \$ 11.50/foot
3. Dilatometer Testing \$ 23.00/foot*
 * Includes technician time
4. Grouted Piezometers (2" Diameter)
 - 0- 25' Depths \$ 25.00/foot
 - 25- 50' Depths \$ 25.00/foot
 - 50- 75' Depths \$ 25.00/foot
 - 75-100' Depths \$ 30.00/foot
5. Clear/Develop Wells for Sampling \$ 80.00/hr
6. Push Wells (1" Diameter)
 - 0-50' Depths \$ 19.00/foot
7. Sampling of Wells/Deliver to
 Water Quality Laboratory \$ 60.00/hr
8. Muck survey or (2 man party) \$ 80.00/hr
 Wash borings (3 man party) \$ 90.00/hr
9. Extra Split Spoon Samples \$ 20.00 each
10. Undistributed (Shelby) Samples
 - 0- 50' Depths \$100.00 each
 - 50-100' Depths \$125.00 each
11. Collection of Shallow Depth
 Vertical Permeability Samples \$ 75.00 each

12. Percolation Tests \$150.00 each
13. Field Bore Hole Permeability
0-50' Depths \$250.00 each
14. Piezometer Permeability*
*(Does not include piezometer installation)
0-25' Depths \$150.00 each
25-50' Depths \$150.00 each
15. Concentric Ring Infiltrometer tests \$350.00 each
16. Well Development \$80.00/hour

C. LABORATORY SOIL INVESTIGATION

1. Identification and Classification
 - a. Natural Moisture Content ASTM D-2216 \$10.00 each
 - b. Unit weight and moisture content from
(Undisturbed Sample) \$ 25.00 each
 - c. Liquid and Plastic Limit ASTM D-4318 \$ 70.00 each
 - d. Specific Gravity, ASTM D-854 \$ 30.00 each
 - e. Grain Size Determinations
 - i. Full grain size
(8 sieve sizes) \$ 50.00 each
 - ii. Wash through #200 or #270 \$ 25.00 each
 - iii. Hydrometer analysis ASTM D-422 \$ 70.00 each
 - f. Organic Content by Dry
Weight ASTM D-2974 \$ 30.00 each
 - g. Soil Resistivity
 - Laboratory \$ 40.00 each
 - Field Survey \$ 60.00/hr
 - h. Soil Corrosivity \$150.00 each
(pH, sulfate, chloride, resistivity) \$150.00 each
 - i. Soil pH \$ 25.00 each
2. Consolidation
 - a. Consolidation test of undisturbed sample,
including loading to overburden pressure,
unloading and loading \$400.00 each
3. Shear Strength
 - a. Unconfined compression test on \$150.00 each
Shelby Tube Sample
 - b. Direct Shear Test \$250.00 each
 - c. Triaxial Compression Test
 - CD/Point \$350.00 each
 - UU/Point \$250.00 each
4. Laboratory Permeability
(Collection of soil sample not included)
 - On Undisturbed Shelby Tube (Sand) \$150.00 each
 - In Triaxial Machine (Natural Clay) \$175.00 each
 - In Triaxial Machine (Landfill Liner) \$175.00 each
 - Remolding of Samples \$ 50.00 each
5. Compaction & Stabilization
 - a. Laboratory Limerock Bearing Ratio (LBR) or

California Bearing Ration (CBR) including
Modified Proctor Test (5 point) \$250.00 each

D. SOIL COMPACTION AND STABILITY

1. Standard or Modified Proctor Maximum Density Test
in accordance with applicable ASTM Standards \$ 75.00 each
2. In-Place Density Tests (compaction test) in accordance with
applicable ASTM Standards for calibrated drive sleeve,
sand-cone or nuclear methods. (Minimum 4 per trip) \$ 20.00 each
3. Sub-base Soil Stability Test in accordance with the
Florida Bearing Value (FBV) method of test. \$ 45.00 each
4. Limerock Bearing Ratio test in accordance with F.D.O.T.
procedures including Modified Proctor Test. (5 pt) \$250.00 each

E. CONCRETE TESTS

1. Sampling fresh concrete at job site, performing slump test,
molding 6" x 12" concrete cylinders, returning to project site
to pick up test cylinders, curing, testing and reporting compressive
strength test results, all in accordance with applicable ASTM Standards.
Set of 3, 4, or 5 Cylinders \$ 85.00/set
2. Additional Cylinders \$ 9.00/each
3. Air content pressure method (ASTM-C-231) \$ 10.00/each
4. Extra Slump Tests \$ 10.00/each
5. Concrete technician, stand-by-time \$ 35.00/hr
6. Evaluation of In-Place Hardened Concrete
 - a. Obtaining and Testing Hardened Concrete Cores
 - i. Set-up charge \$100.00/each
 - ii. Coring \$ 80.00/hr
 - iii. Compressive Strength
Testing (ASTM C-42) \$ 20.00 each
 - iv. Length Evaluation (ASTM C-174) \$ 10.00 each
 - b. Windsor Probe Testing
 - i. Set-up Charge \$100.00 each
 - ii. In-place Testing \$150.00/location
 - c. Swiss Hammer \$ 65.00/hr (\$250 min)
7. Concrete Material Testing for Design Purposes or Verification Testing
 - a. Sieve Analysis, dry, ASTM C-136 including
finer than #200 Sieve, ASTM C-177 \$30.00 each
 - b. Specific Gravity, ASTM C-127 or C-128
 - Coarse \$ 25.00 each
 - Fine \$ 25.00 each
 - c. Absorption, ASTM C-127 or C-128
 - Coarse \$ 25.00 each
 - Fine \$ 25.00 each
 - d. Unit Weight, ASTM C-29 \$ 25.00 each
 - e. Organic Impurities
(Colorimetric ASTM C-40) \$ 30.00 each
 - f. Effects of Organic Impurities ASTM C-87 \$ 40.00 each
 - g. Clay lumps in aggregates AASHTO T-112 \$ 25.00 each
 - h. Soft particles, ASTM C-142 \$ 30.00 each

- i. Friable particles, ASTM C-142 \$ 30.00 each
- j. Abrasion Los Angeles, AST C-131
Preparation of sample, if uncrushed \$175.00 each
- 8. MIX DESIGN OR VERIFICATIONS
 - a. Initial mix, including test of fine sand and coarse aggregate and 9 confirmatory cylinders, per mix \$600.00 each
 - b. Additional mixes, same aggregate, 6 confirmatory cylinders per mix \$350.00 each
 - c. Flexible strength, 6 test beams including test of aggregate, per mix \$600.00 each
 - d. Additional mixes, 6 test beams, same aggregate per mix \$350.00 each
 - e. Lightweight aggregate mixes \$600.00 each
 - f. Mix reviews and calculations \$ 65.00/mix
- 9. CONCRETE MASONRY UNITS
 - a. Compressive Strength, ASTM C-140 \$ 30.00 each
 - b. Absorption and moisture content, ASTM C-150 \$ 25.00 each
 - c. Linear drying, shrinkage, ASTM C-341 \$350.00/set of 3
- 10. CLAY BRICK (ASTM C-67) CLAY TILE (ASTM C-1120)
 - a. Compressive strength, 5 specimens \$125.00/set
 - b. Flexible strength, 5 specimens \$125.00/set
 - c. Absorption, 24 hour specimen, 5 specimens, 5 hour boiling, 5 specimens each \$100.00/set
- 11. TESTING AND EVALUATION OF LIGHTWEIGHT INSULATING CONCRETE
 - a. Obtaining and testing samples of lightweight insulating concrete during construction (ASTM C-495) \$ 60.00/set (field)
 - i. Set of 5 compressive strength and dry unit weight cylinders. \$ 50.00/set (lab)
 - ii. Wet unit weight tests of plastic insulating concrete. \$ 15.00/test
- F. ASPHALT MIXTURES**
 - 1. Bitumen Extractions \$ 60.00 each
 - 2. Graduations of Extracted Aggregates \$ 60.00 each
 - 3. Marshall Stability (includes density, flow and stability of 3 specimens) \$ 90.00 each
 - 4. Field density and thickness determination \$ 20.00 each
(\$200.00 minimum per trip)
 - 5. Asphaltic Concrete Paving Plant Inspection \$ 45.00/hr
 - 6. Asphaltic Concrete Quality Assurance \$ 45.00/hr
- G. STRUCTURAL STEEL INSPECTION AND TESTING**
 - 1. Magnetic particle, dye penetrant and radiographic examination of weldments \$ 70.00/hr
 - 2. Inspection and thickness checks of fire proofing material applied to structural steel \$ 55.00/hr
 - 3. Observation of reinforcing steel to verify that the size, number, spacing, securement, grade and placement of reinforcing steel \$ 55.00/hr

4. Observations during construction required to determine the suitability of erection and securement of the steel framing system and tensions (torque) of high strength bolted connections within the structural framing system. \$ 55.00/hr
5. Observation of placement and securement of post-tension tendons and/or tensioning operations including measurements of elongations and monitoring jacking force for each tendon \$ 55.00/hr

H. INSPECTION AND ANALYSIS OF BUILT-UP ROOFING

1. Observations of built-up roofing operations including types of materials, bitumen temperature at application, moisture conditions, rain precautions and general compliance with project specifications \$ 65.00/hr
2. Analysis of new built-up roofing components (ASTM D-3617) \$ 65.00/hr
3. Analysis of existing built-up roofing components (ASTM D-2829) \$ 65.00/hr

I. SPECIAL TESTING SERVICES

1. Vibration monitoring \$ 65.00/hr (plus \$300.00 equipment charge per trip)
2. Floor slab flatness profiling \$700.00 per section
3. Ultrasonic testing of concrete \$ 65.00/hr (plus \$200.00 equipment charge per trip)



Purchasing
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110
Phone: 386-313-4008



October 2, 2018

Universal Engineering Sciences, Inc.
3532 Maggie Boulevard
Orlando, FL 32811

RE: Final Contract Extension for Geotechnical Engineering

To Whom It May Concern:

Universal Engineering Sciences, Inc. entered into an agreement with Flagler County for RSQ-Q010-2015; Geotechnical Engineering on February 16, 2015. The County has reviewed the contract and pursuant to the terms of the agreement would like to exercise the final renewal option for the period ending February 15, 2020 at the current terms, conditions and payment structure.

If Universal Engineering Sciences, Inc. agrees to the extension, please acknowledge receipt of this letter by signing below & emailing to purchasing@flaglercounty.org.

If you have any questions or concerns, please contact Holly Durrance, Procurement Analyst at (386) 313-4063.


Regards,

Holly Durrance

Holly Durrance
Procurement Analyst
Flagler County

ACKNOWLEDGEMENT

Universal Engineering Sciences, Inc. to extend Geotechnical Engineering through the period ending February 15, 2020 at the terms, conditions and payment structure as outlined above.

By:  Title: Branch Manager
(Signature)

Name: Brian C. Pohl, P.E. Date: November 1, 2018
(Print or type name)

Charles Erickson, Jr.
District 1

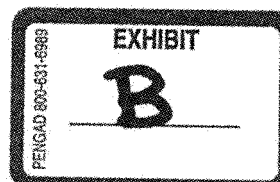
Greg Hansen
District 2

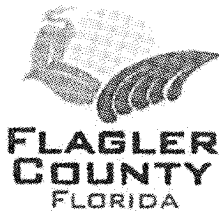
David Sullivan
District 3

Nate McLaughlin
District 4

Donald O'Brien Jr.
District 5

<http://www.flaglercounty.org>





WORK AUTHORIZATION
FLAGLER COUNTY CONTRACT NO. RSQ-Q010-0-2015
Work Authorization No. WA-19

This Work Authorization No. 19 establishes the Scope of Services and Compensation for specific work to be performed by *Universal Engineering Sciences, Inc.* ("Consultant") under FLAGLER COUNTY Contract No. RSQ-Q010-0-2015.

Work Authorization No. 19 is for a building condition survey and asbestos evaluation for 4888 Palm Coast Parkway NW, Palm Coast, Florida. Flagler County Property Appraisers No. 07-11-31-5055-00000-0020.

The Scope of Services to be provided by Consultant consists of the following:

I. Specific Scope of Service

Task a.: Building Condition Assessment

The objective of this inspection will be to identify general/current conditions that are/are not consistent with the architectural plans, as-built drawings, project specifications as available and building standards. The building assessment does not include any destructive or invasive testing. The requested engineering service shall provide a complete inspection in all areas of construction related to each building. This includes a structural evaluation of the foundation, floor, wall & roof, and evidence of any moisture penetration.

The common elements and impact areas required for inspection consist of but are not limited to:

- Roofing
- Structural Beams
- Structural Columns
- Exterior Load-Bearing Walls
- Electric
- Plumbing
- Air Conditioning
- Life Safety

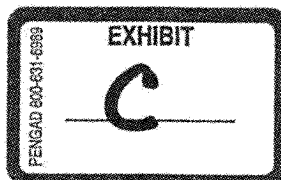
Task b.: Asbestos Survey

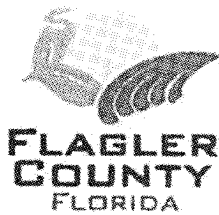
Consultant asbestos evaluation will include:

- A review of available building documents to identify potential locations of Suspect Asbestos Containing Materials (SACMs);
- A visual building inspection of accessible areas by a certified facility survey asbestos inspector to identify SACMs;
- Collection of samples of each homogeneous SACM;
- Analysis of collected samples by an accredited laboratory using polarized light microscopy; and
- A written report that documents work performed and the results of our interior asbestos evaluation.

Consultant understands that the client does not want any samples of the metal roof taken. Consultant shall test the insulation under the metal roof but shall not affect the integrity of the roof itself.

II. Schedule





WORK AUTHORIZATION
FLAGLER COUNTY CONTRACT NO. RSQ-Q010-0-2015
Work Authorization No. WA-19

Consultant shall mobilize to the field within five business days following receipt of the signed work authorization executed by an authorized agent of the client. CONSULTANT will then provide preliminary verbal results within five business days after completing sample collection pending our receipt of the laboratory analytical results. The formal report for your records will then be delivered to you approximately one week thereafter following review by our corporate licensed asbestos consultant.

III. DELIVERABLES AND DURATION

CONSULTANT will send the client the final report in pdf format via email. Printed and bound copies can be furnished if requested. Additional copies will be mailed standard ground shipping or normal priority.

IV. Fee

Consultant proposes to perform the above mentioned work in accordance with our General Conditions and for a combined not to exceed fee of \$7,600.00. This amount includes completing the Building Condition Assessment for a fee of \$5,300.00 and conducting a pre-renovation limited asbestos survey for a fee of \$2,300.00 (Consultant will obtain samples of SACM as encountered during our asbestos evaluation. You will only be charged for analysis of samples actually taken. Any additional samples needed beyond the proposed work scope will be analyzed at a cost of \$12.00 per sample upon your approval).

SIGNATURE PAGE TO FOLLOW



WORK AUTHORIZATION
FLAGLER COUNTY CONTRACT NO. RSQ-Q010-0-2015
Work Authorization No. WA-19

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

CONSULTANT:



(Signature)

Brian C. Pohl, P.E.
(Typed or Printed Name)

Branch Manager
(Title)

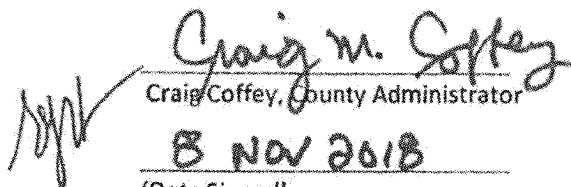
11/9/2018
(Date Signed)

RECOMMENDED:


Tim Telfer, Public Lands and Natural
Resources Manager

10/31/2018
(Date Signed)

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS:


Craig Coffey, County Administrator
8 NOV 2018
(Date Signed)