

PROFESSIONAL SERVICES

- 12. Increase the Board Approved Annual Expenditures on PS-586-01/BJC – Engineering Services Agreement for Solid Waste Management – Master Agreement, with SCS Engineers of Tampa, FL (Increase the Board Approved amount of the Contract by \$2,139,000.00 and the amount of Work Order # 23 by the same dollar amount).**

PS-586-01/BJC provides for engineering services for solid waste management, including FEMA coordination during emergencies, debris management, and support for debris removal. As a result of Hurricane Charley, the Board approved Work Order #23 in the amount of \$1,250,000.00 on 9/14/2004. The County has incurred extensive use of the contract for hurricane related debris removal coordination and monitoring services. Board approval is requested to increase the contract amount and the amount of Work Order #23 issued to SCS Engineers by an additional \$2,139,000.00 to cover emergency requirements.

The following is the summary of the cost of Work Order #23:

Original Board Approved Amount	\$ 1,250,000.00
Amendment # 1 (this agenda item)	\$ <u>2,139,000.00</u>
Revised Board Approved Amount	\$ 3,389,000.00

Funding for Work Order #23 was established as part of the "Hurricane Damage Analysis" presented to the Board on December 14, 2004. Environmental Services Department/Solid Waste Division, Public Works Department/Roads and Stormwater Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the increased amounts and authorize the County Manager to execute the Work Order amendment.

WORK ORDER AMENDMENT

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

Amendment Number: 1
Work Order Number: 23

Master Agreement No.: PS-586-01/BJC Dated: June 12, 2001
Contract Title: Engineering Service Solid Waste Management
Project Title: Emergency Hurricane Clean-up

Consultant: SCS Engineering
Address: 3012 U.S. Highway 301 North, Suite 700
Tampa, Florida 33619-2242

ATTACHMENTS TO THIS AMENDMENT: drawings/plans/specifications
 scope of services
 special conditions

In consideration of the mutual understandings and agreements contained herein, the parties agree Work Order Number 23 dated September 17, 2004, is amended as follows: This Work Order shall increase in the amount of Two Million One Hundred Thirty Nine Thousand and 00/100 (\$2,139,000.00). This Work Order through this amendment shall not exceed Three Million Three Hundred Eight Nine Thousand and 00/100 (\$3,389,000.00). Time for completion shall be modified to run until the project has been fully completed and accepted by the County. Except as herein modified, all terms and conditions of this Work Order shall remain in full force and effect for the term of this Work Order as originally set forth in said Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on this _____ day of _____, 2004, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SCS ENGINEERS

ATTEST:

, Secretary

(CORPORATE SEAL)

By: _____
RAYMOND J. DEVER, P.E., Vice President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Administrative Representative, print name)

(Administrative Representative, print name)

By: _____
J. Kevin Grace, County Manager

Date: _____

As authorized by Section 330.3, Seminole County Administrative Code and authorized for execution by the Board of County Commissioners at their, ____ 20 ____ regular meeting.

WORK ORDER AMENDMENT

TERMS AND CONDITIONS

- a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.
- b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.
- c) The Scope of Services attached to the cited Work Order is modified as provided in the attached Exhibit "A" which is incorporated by this reference.
- d) The CONSULTANT shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT upon execution by the COUNTY.

SCS ENGINEERS

December 20, 2004
File No. 09201019.08

Mr. David Gregory
Seminole County Department of Environmental Services
Solid Waste Division
500 W. Lake Mary Blvd.
Sanford, FL 32773-7499

DEC 27 2004

Subject: Modification of Contract Terms between SCS Engineers and Seminole County

Ref: Seminole County Engineering Services Agreement for Solid Waste Management – Master Agreement dated June 14, 2001
Amended April 30, 2003

Dear Mr. Gregory:

This letter is to confirm our conversation on December 7th in regards to increasing the total amount of compensation in the contract between SCS Engineers (SCS) and Seminole County (County). As you are aware, the initial amount of \$1,250,000 was an estimate based on the clean-up of one storm for a duration of six to eight weeks. Because of the two additional hurricanes that impacted the area, the clean-up activities were delayed; additional debris was generated causing the original schedule to be protracted.

At the direction of the County, SCS sub-contracted for labor with Aerotek Environmental and Engineering (Aerotek), for debris loading and some tower monitoring activities related to the storm debris clean-up from Hurricanes Charley, Frances, and Jean. The local temporary labor supply for skilled technical personnel was exhausted as other municipalities and counties in the Central Florida area were experiencing the same demands for monitoring clean-up activities from three hurricanes. Because the local labor supply was exhausted, Aerotek supplemented the labor force with personnel from outside the area causing SCS to incur charges for lodging and Aerotek to incur charges for per diem and mileage expenses.

SCS has prepared the attached spreadsheets for use by the County, which summarizes the invoice amounts through November 27th. In addition, at the direction of County staff, we have projected the expenses that may be incurred through January 2005. These projected expenses are for labor, lodging, per diem and mileage/rental car expenses and at the current level of service now being provided.



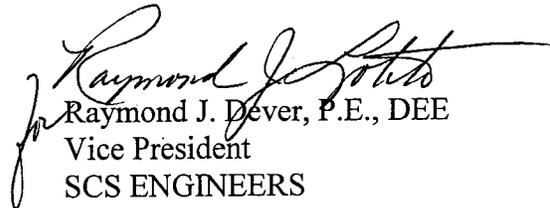
Mr. David Gregory
December 20, 2004
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Enclosed with this letter is an estimate of the invoices that we have received and conducted the cost allocation (invoices through the week ending November 27). SCS suggests increasing the original budget by \$2,139,000, for a total of \$3,389,000. We estimate this amount to be sufficient to cover the expenses incurred for the temporary personnel provided by Aerotek, additional labor provided by SCS lodging, per diem and/or mileage or rental vehicles to support the County's remaining clean-up and FEMA reimbursement requests, and any other unanticipated expenses. However, please understand that this figure may change because of future uncertainties in the project.

If you have any questions or need to discuss this further, please contact one of the undersigned.

Sincerely,


Raymond J. Lotito, *for*
Vice President
SCS ENGINEERS


Raymond J. Dever, P.E., DEE
Vice President
SCS ENGINEERS

RJL/RJD: rjl

Date of Invoice (Period Ending)	Seminole 09201019.08	Invoice Total
8/21/2004	\$14,986.19	\$33,924.56
8/28/2004	\$79,294.71	\$138,042.11
9/4/2004	\$89,028.12	\$115,599.89
9/11/2004	\$130,211.34	\$139,061.02
9/18/2004	\$266,906.83	\$305,732.29
9/25/2004	\$245,631.89	\$270,469.16
10/2/2004	\$162,408.95	\$186,976.81
10/9/2004	\$218,536.39	\$254,027.75
10/16/2004	\$142,497.90	\$174,469.14
10/23/2004	\$131,333.81	\$146,541.45
10/30/2004	\$108,028.74	\$117,494.75
11/6/2004	\$72,138.95	\$72,138.95
11/13/2004	\$40,039.37	\$42,054.99
11/20/2004	\$42,299.63	\$42,715.83
11/27/2004	\$15,122.33	\$15,122.33
Invoice Total to Date	\$1,758,465.15	\$2,054,371.03
Projected labor & expenses from 11/28 thru 01/31/05	\$380,100.00	
Projected grand total	\$2,138,565.15	

say \$2,139,000