

25. Approve Amendment #1 and First Renewal for PS-594-01/BJC – Landfill Gas Management System, with Waste Energy Technology LCC, Fort Walton Beach (Not-to-Exceed \$350,000.00 per year).

PS-594-01/BJC provides for full service engineering and operation services to maintain the Landfill and Landfill Gas System in compliance with applicable air regulations. The scope of services include the development of long-term plans for the Osceola Road Landfill including but not limited to detailed engineering plans for expansion, preparation of County and State submittals, perform all required testing/monitoring as well as record keeping, permitting, support services, and other activities as directed by the County.

Amendment #1 will increase the annual Not-to-Exceed amount by \$100,000.00 to \$350,000.00. Environmental Services Department/Solid Waste Management Division recommends this increase due to significant expansion of the landfill gas collection system over the past three (3) years and increases in regulatory requirements.

Authorization for performance of services under this agreement are in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

Waste Energy Technology LCC, has agreed to extend their contract for one additional year at the current unit price, terms and conditions and at the sole option of the County this contract may be renewed for one (1) additional year.

Environmental Services/Solid Waste Management and Fiscal Services/ Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the County Manager to execute the documents as prepared by the County Attorney's office.

**FIRST RENEWAL AND FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT
(PS-594-01/BJC) LANDFILL GAS MANAGEMENT SYSTEM**

THIS FIRST RENEWAL AND FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 30th day of August, 2001 between **WASTE ENERGY TECHNOLOGY LCC**, whose address is 11 Tupelo Avenue, S.E., Fort Walton Beach, Florida 32548, hereinafter referred to as "ENGINEER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the ENGINEER and COUNTY entered into the above-referenced Agreement on August 30, 2004, for engineering services for the design monitoring, operation, maintenance, and permit compliance of the landfill gas management system in Seminole County; and

WHEREAS, the parties desire to renew and amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. **RENEWAL.** The Agreement is hereby renewed for the term of one (1) year from August 30, 2004 through August 29, 2005, unless terminated sooner as provided for therein.

2. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then ENGINEER shall be compensated in accordance with the Rate Schedule attached as Exhibit

"C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation, including reimbursable expenses, paid to the ENGINEER pursuant to this Agreement shall not exceed the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) per year.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

WASTE ENERGY TECHNOLOGY LCC

TERRY PETERSON, Secretary

(CORPORATE SEAL)

By: _____
MICHAEL W. RODGERS, President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

Date: _____

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

County Attorney
AC/lpk
6/21/04
1 renew 1 am ps 594

David Gregory

06/07/2004 05:35 PM

To: David Santiago/Seminole@Seminole
cc: Bob Adolphe, Bob Briggs, Judy Garrett, Carol Norwood, Greg Regan,
MHZinke@WETgas.com
Subject: Re: First Renewal for PS-594-01/BJC

David:

I would like to exercise the first year renewal for this contract. WET has provided good service.

Because the landfill gas collection system has been expanded significantly over the past three years, and regulatory requirements have increased accordingly, I would like to increase the annual not to exceed amount on this contract to \$350,000 per year (from \$250,000) currently. If the increase is a problem, let me know immediately. Of course, the contract work will be assigned by work order.

The work under this contract will come out of the Solid Waste, Non-Contract, Professional Services Line, 087900-53031 and specific Capital Improvement project lines. This contract should only be encumbered by work orders.

If I may provide any further information, please contact me.

Thanks for your help.

DG

David Gregory
Solid Waste Manager
Seminole County
407/665-2022
David Santiago

David Santiago

06/04/2004 10:49 AM

To: David Gregory/Seminole@Seminole
cc:
Subject: First Renewal for PS-594-01/BJC

This will require BCC approval.

The subject contract with WET is due to expire on August 30, 2004. The following options are available:

_____ First year renewable option - submit request to renew and any comments regarding past performance, pricing, etc. Please indicate ***estimated dollar amount*** of usage for renewal period. (\$ _____) and ***account number*** _____.

_____ Request a one (1) year extension from the BCC (justification required for agenda item).

_____ Re-bid - submit reasons for rebid, budget amount, account number, selection committee, updated scope, and any other changes.

_____ Close-out (User Department elects to let contract expire and no further activity).