

## **PROFESSIONAL SERVICES**

### **MULTIPLE CONSULTANT CONTRACT WORK ORDERS OVER \$50K**

17. **Approve Work Order #22 – Annual Water Quality Services under contract PS-5150-03/AJR – General Environmental Services Agreement – to EMS Scientists, Engineers, Planners, Inc. of Altamonte Springs (FY05 - \$15,200.00; FY06 - \$91,000.00; FY07 & FY08 – TBD by Budget) ( Term – 38 months).**

Work Order #22 will provide for Annual Water Quality Monitoring Services as required for compliance under the County's federally mandated USEPA MS4 NPDES Permit. Services consist of (but are not limited to) the following: water quality monitoring, NPDES permit required chemistry & biological monitoring, vegetation assessments, monthly lake gauge/hydrologic recording, and weather station and continuous monitoring water quality station calibration and maintenance.

The four firms on contract PS-5150-03/AJR; EMS, ECT, Inc., Water and Air, Inc., and E Sciences, Inc.; were all solicited for proposals. Only EMS and ECT responded and ECT subsequently withdrew their offer leaving EMS. EMS's proposal was reviewed by Public Works, Roads-Stormwater Division and found acceptable.

The term of the work order is 38 months. The amount of the work order is \$15,200.00 for the remainder of FY05 and \$91,000.00 for FY06, with the FY07 and FY08 amounts to be determined by the Board approved budgets for those Fiscal years.

FY05 funds are available in account number 077600.530310. Public Works/Road-Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute the Work Order.

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**WORK ORDER**

Work Order Number: 22

Master Agreement No.: PS-5150-03/AJP  
Contract Title: General Environmental Services  
Project Title: Annual Water Quality Services

Dated: March 9, 2004

Consultant: EMS  
Address: 393 Centerpoint Circle, Suite 1483  
Altamonte Springs, FL 32701

**ATTACHMENTS TO THIS WORK ORDER:**

- drawings/plans/specifications
- scope of services
- special conditions
- 

**METHOD OF COMPENSATION:**

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

**TIME FOR COMPLETION:** The services to be provided by the CONSULTANT shall begin on August 1, 2005, not withstanding date of execution by the parties and shall be completed within THIRTY-EIGHT CALANDER (38) MONTHS of August 1, 2005. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount for FY 04/05 shall not exceed: FIFTEEN THOUSAND TWO HUNDRED DOLLARS (\$15,200),  
Work Order Amount for FY 05/06 shall not exceed: NINETY-ONE THOUSAND DOLLARS (\$91,000), and  
Work Order Amount for FY 06/07 and FY 07/08 are subject to Budgetary constraints.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

EMS Scientists, Engineers, Planners, Inc.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Paul Sebert, AICP

(CORPORATE SEAL)

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

**WITNESSES:**

\_\_\_\_\_  
(Contracts Analyst, print name)

By: \_\_\_\_\_  
J. Kevin Grace, County Manager

\_\_\_\_\_  
(Contracts Analyst, print name)

Date: \_\_\_\_\_  
As authorized for execution by the Board of  
County Commissioners at their  
20\_\_\_\_ regular meeting.

OP # 13005

## **WORK ORDER TERMS AND CONDITIONS**

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**EMS****SCIENTISTS, ENGINEERS, PLANNERS, INC.***393 CenterPointe Circle, Suite 1483 Altamonte Springs, FL 32701 407/260-0883 Fax: 407/331-4176*

June 29, 2005

Mrs. Kim Ornberg, P.E.  
Seminole County- Public Works Department  
Road Operations & Stormwater/Water Quality Division  
520 W. Lake Mary Blvd, Suite 200  
Sanford, FL 32773

**Re: Request For Proposal (RFP)  
Annual Water Quality Services**

Dear Mrs. Ornberg,

EMS scientists, engineers, planners Inc. (EMS) in conjunction with Shaw Environmental, Inc. (Shaw) is pleased to submit this scope and fee proposal to perform Annual Water Quality Services for the Seminole County – Public Works Department, Road Operations & Stormwater Division within Seminole County, Florida.

As part of this project, EMS/Shaw will perform and provide the following scope of services:

- Three Assistant Scientist positions reporting directly to Seminole County. The Assistant Scientist positions will report to the County for a nominal 30 hours per person per week, with an average of 385 hours per month.
- All Assistant Scientists have experience in the following tasks:
  - Water Quality monitoring
  - NPDES permit required chemistry & biological monitoring
  - Monthly lake gauge/hydrologic recording
  - Vegetation Assessments
  - Lake restorations and revegetation projects
  - Watershed Atlas data and website maintenance
  - Calibration and maintenance of remote sensing water quality monitoring stations
  - Calibration and maintenance of remote sensing weather stations
  - Illicit discharge investigations
  - Biological Assessments (LCI, Biorecon, SCI) for impaired waters
  - Water chemistry monitoring & biological assessments
  - Water quality and stream flow data collection for impaired waters

- Wekiva and Lake Jessup Study Area assessments
  - Post Field Biological Processing
  - Educational Outreach
- One (1) Chevrolet Colorado Extended cab 4X4 truck or equivalent 4 x 4 truck, to be kept at the Roads/Stormwater Division office located at 520 W. Lake Mary Blvd. **(To be provided by Shaw)**

EMS/Shaw understands that the Assistant Scientist training, scheduling, and direction will be provided by the Roads/Stormwater Division and each of the part-time positions will report directly to the Roads/Stormwater Division office. The work identified in the RFP would commence on August 1, 2005 and continue for a period of 14 months. Upon the completion of the 14 month period the costs and hours associated with positions would be reviewed with the County based upon available funding and required services.

EMS proposes to perform this work at a cost of **\$105,950.74**. The attached spreadsheet more specifically defines the items of work. The cost also includes 385 hours per month at an Assistant Scientist hourly rate of \$15.00 per hour (including base pay rate plus general and administrative costs) and a truck rate of \$38.50 per day for a period of 14 months. The truck rate includes standard maintenance, insurance, and fuel.

Should you have any questions or require additional information, please do not hesitate to call me, at (407) 260-0883.

Sincerely,

**EMS Scientists, Engineers, Planners, Inc**



Paul Sebert, AICP  
Sr. Environmental Consultant

Cc: Shaw Environmental

**EMS scientists, engineers, planners**

Estimate of Work Effort and Cost-Subconsultant

Project Name: Annual Water Quality Services

Date: 6/28/2005  
County: Seminole

Project Tasks	Project Manager	Project Engineer	Sr. Env. Specialist	Project Env. Specialist	Env. Specialist	CADD Technician	Secretary/ Clerical	Total Manhours	Total Costs
Project Administration (14 months)	70	0	0	0	0	0	56	126	\$8,738.24
	0	0	0	0	0	0	0	0	\$0.00
<b>Total Manhours</b>	70	0	0	0	0	0	56	126	\$8,738.24
<b>Wage Rates</b>	\$94.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.39	N/A	N/A
<b>Total Salary</b>	\$6,644.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,093.84	N/A	\$8,738.24

\*\*\*\*Note: Burdened hourly rates from original 3/2004 contract

	Subtotal (Lump Sum)	\$8,738.24
Subconsultant Fees (Shaw)		\$97,212.50
	<b>GRAND TOTAL Not to Exceed Fee:</b>	<b>\$105,950.74</b>