

PROFESSIONAL SERVICES

13. Approve Amendment #1 to PS-5138-03/BJC – Residential Reclaimed Water Main Retrofit – Phase I, to PBS&J, Inc. of Orlando (\$56,755.00).

PS-5138-03/BJC provides professional engineering services in connection with the construction of residential reclaimed water service retrofits in five subdivisions within the County’s Northwest Service Area (Heathrow - Bristol Park, Heathrow - Chestnut Hill, Heathrow - East Camden, Heathrow Woods, and Magnolia Plantation) and a reclaimed water distribution main on Bridgewater Drive from Markham Woods Road to Heathrow Boulevard.

Amendment #1 will add funding to cover Work Order Number 2; services for the water supply permitting phase. The following is a summary of the cost of the Contract:

Original Contract Sum	\$900,000.00
Add Amendment #1	<u>56,755.00</u>
Revised Contract Sum	\$956,755.00

Authorization for performance of services by the Consultant under this agreement shall be 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 negotiated on an as-needed basis for each project. The total amount for all work orders will not exceed \$956,755.00.

This is a budgeted project and funds are available in account number 087880-56065000, CIP 2173-01. Environmental Services /Planning, Engineering, & Inspections Division and Fiscal Services/Purchasing and Contracts Division recommend the Board authorize the County Manager to execute the amendment as prepared by the County Attorney's Office as long as the contract does not exceed \$956,755.00.

**FIRST AMENDMENT TO ENGINEERING SERVICES MASTER AGREEMENT
(PS-5138-03/BJC)
RESIDENTIAL RECLAIMED WATER MAIN RETROFIT - PHASE I**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 18th day of September, 2003, between **PBS&J**, whose address is 482 S. Keller Road, Orlando, Florida 32810-6101, 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 September 18, 2003, for engineering services regarding the residential reclaimed water main retrofit - Phase I; and

WHEREAS, the parties desire to amend the Agreement so as to increase the ENGINEER's compensation by FIFTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$56,755.00); and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. 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 paid to the ENGINEER pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of NINE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$956,755.00).

2. 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:

PBS&J

CHARLES D. NOSTRA
Assistant Secretary

By: _____
RICHARD A. WICKETT
Chairman of the Board

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
9/2/04
1am-ps-5138

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

WORK ORDER

Work Order Number: 2

Master Agreement No.: PS-5138-03/BJC Dated: 11/24/2003

Contract Title: Residential Reclaimed Water Main Retrofit – Phase I

Project Title: **Water Supply Permitting – Reclaimed Water Main Retrofit**

Consultant: PBS&J
Address: 482 South Keller Road
Orlando, FL 32810-6101

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 CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed 30 days after final construction of the project. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: One Hundred Fifty Eight Thousand Eight Hundred Twenty Four and 00/100 DOLLARS (\$158,824.00)

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:

PBS&J

Charles D Nostra, Assistant Secretary
(CORPORATE SEAL)

By: _____
Richard A. Wickett, Chairman of the Board
Date: _____

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

(Contracts Analyst, print name)

Date: _____
As authorized by Section 330.3, Seminole
County Administrative Code.

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.

July 1, 2004

SCOPE OF WORK

PS-5138-03/BJC RESIDENTIAL RECLAIMED WATER MAIN RETROFIT - PHASE I PERMITTING, ADDITIONAL SERVICES WORK ORDER NO. 2

GENERAL

Seminole County (COUNTY) has identified the need to retrofit reclaimed water mains in several subdivisions in the Northwest Service Area. PBS&J (ENGINEER) has assisted the COUNTY with master planning that identified the need to retrofit reclaimed water to eliminate the need to retrofit the potable water system, and also to reduce potable water consumption for irrigation purposes. Part of Work Order No. 1 provided additional services for water supply/water resources planning. Work Order No. 2 is related to the water supply permitting phase. The Scope of Work includes the following tasks:

- Task 1 – Project Administration
- Task 2 – Data Collection
- Task 3 - Meetings
- Task 4 – Tables & Exhibits
- Task 5 – Model Support
- Task 6 – Draft Permit Application
- Task 7 – Finalize Application and Submit
- Task 8 – Impact Evaluation
- Task 9 – Temporary Permit

TASK 1 – PROJECT ADMINISTRATION

Task 1.1 – Status Reports

Prepare up to twelve additional monthly status reports.

Task 1.2 – Communications

Coordinate ENGINEER team communications with COUNTY and other team members.

TASK 2 – DATA COLLECTION/REVIEW

Task 2.1 – Data Collection

Prepare revised detailed list of data required from COUNTY and others to cover information needed on the service areas. Meet with COUNTY to review data needs. ENGINEER will also request data from other sources as necessary related to permits by other utilities and wetland/water bodies.

Task 2.2 – Data Review

Review data received from COUNTY and other sources. Related to COUNTY historical water use data, ENGINEER will review the data that has been previously provided for accuracy and compare same with the database utilized for the Master Plan update that was completed in July 2003.

Task 2.3 – Water Use Data Review

ENGINEER will review the existing and projected water use based on existing data and input from COUNTY. ENGINEER will also review the regional model well files for location of Seminole County wells and for the distribution of demands (flows) between wells. ENGINEER will be provided well files in electronic format.

Task 2.4 – Regional Model Recharge Package Review

ENGINEER will review the recharge package used in the regional model and make recommendations relative to the application of reclaimed water and septic tanks in the regional model. This task will include review of potential potable water offsets by reclaimed water both in COUNTY service areas and in adjoining utility service areas that utilize COUNTY reclaimed water. This task will also include review of evaluations done under the Tri-Party Agreement for utilizing reclaimed water to recharge in the vicinity of well fields. COUNTY will review the ENGINEER recommendations and make final adjustments prior to submittal.

Task 2.5 – Potable Water Offsets/Reclaimed Water Conservation Credits

Develop allocation spreadsheet tool that includes potable water offsets, permit credits and water conservation credits. The tool will be used to review all applicable quantities with the COUNTY. Meet with COUNTY to review alternatives and finalize offsets and credits. Communicate with Connect Consulting, Inc. on final alternatives for modeling.

Task 2.6 – Water Quality Consideration Review

Collect and review COUNTY water quality data. Determine if allocations should be adjusted based on water quality considerations. Prepare backup information suitable for inclusion with application.

Task 2.7 – Permit Data Review

Collect information on existing permits. If appropriate, review files on current permit applications. Prepare a technical memorandum on findings and review with COUNTY.

TASK 3 – MEETINGS

ENGINEER will prepare for, arrange and attend up to ten (10) meetings with COUNTY and any regulatory agencies if necessary.

As appropriate, ENGINEER will prepare minutes or correspondence required as a follow-up to meetings.

TASK 4 – TABLES AND EXHIBITS

ENGINEER will prepare tables and exhibits for the permit application including all appropriate tables and exhibits.

TASK 5 – MODEL SUPPORT SERVICES

ENGINEER will assist in developing modeling scenarios related to reclaimed water, recharge, and other impacts. Assist in reviewing results of preliminary modeling and strategize alternatives for further development.

TASK 6 – DRAFT PERMIT APPLICATION

Based on the data acquired, evaluations and work completed by both COUNTY and ENGINEER, ENGINEER will prepare a draft application package and assemble data for review by the COUNTY. Four (4) application packages will be provided to the COUNTY for review and two (2) for the ENGINEER. A meeting will be held per Task 3 above to receive comments and coordinate preparation.

TASK 7 – FINALIZE APPLICATION/SUBMITTAL

ENGINEER and COUNTY will make final edits to application package based on review comments. ENGINEER will prepare final application packages copies for signature by COUNTY. Two copies will be provided to COUNTY, one copy to COUNTY's counsel, and two copies for ENGINEER's use.

TASK 8 - IMPACT ASSESSMENT/EVALUATION

Task 8.1 – Collect/Assimilate Existing Historical Database Information

This task will involve the collection of available, existing data which will be utilized to compare changes in wetlands/water bodies. Coupled with an evaluation of the aerial extent of wetlands/water bodies over time, data specific to rainfall and lake levels will be evaluated. It is anticipated that the following items will be collected:

- Aerial photographs for representative periods from the 1940's through current period.
- Available rainfall data from representative periods from the 1940's through 2004.
- Available lake level data for the subject area.

Task 8.2 – Assimilate relevant database information specific from the following sources.

Once available aerial photography, rainfall and lake level data is assimilated, data specific to hydrologic conditions and transportable into a GIS format will be collected. Ultimately the collected data from this task and Task 10.1 will be utilized to support a site screening methodology.

Task 8.3 – Evaluation of Database Elements in GIS Format

Based on the data collected, this task will involve data evaluation and the development of a screening criteria and methodology. Following this evaluation, wetlands/water bodies will be evaluated to determine if other factors can be identified to explain observed conditions.

Task 8.4 – Identify Indicator Wetlands/Water Bodies

The task seeks to identify wetlands/water bodies that will potentially be impacted in the well field service area.

TASK 9 – TEMPORARY PERMIT

It is anticipated that the demands will exceed the current allocations for the NE and SE service areas. Additionally, it is anticipated that the NWSA will potentially exceed its allocation because reclaimed water retrofit services are not projected to be connected until late 2005 or early 2006. Accordingly, the COUNTY has requested that applications for temporary permits be made for additional capacities for up to a 1.5-year period. This task includes services to prepare the applications, having up to two (2) meetings with staff, and attending the initial board meeting. It is assumed that the COUNTY will do any other tasks related to the monthly temporary permits.

ASSUMPTIONS

In preparing this scope of services ENGINEER has made the following assumptions:

1. Detailed evaluation of wetlands and water bodies cannot be accurately estimated until the assessments are completed.
2. No application permit fees are included in this scope and budget.

WORK PRODUCTS

Task 1:

Status Reports

Task 2:

Data summary if applicable

Task 3:

Meeting minutes

Task 4:

Application tables and exhibits

Task 5:

Connect Consulting work products

Task 6:

Draft application package (6 copies)

Task 7:

Final application package (8 copies)

Task 8:

Wetland/Water Bodies Assessment Report (Tasks 8.1-8.4)

Task 9:

Draft temporary application
Final temporary application
RAI responses

SCHEDULE

The services described herein are anticipated to be provided within 120 days from the Notice to Proceed.

KEY PERSONNEL

ENGINEER proposes to utilize the following personnel in providing the services described herein:

Project Director	Wayne Mather, P.E., DEE
Task Engineer	Pamela Holcomb, P.E.
Task Engineer	Abdel Kardash, P.E.
Task Engineer	Chris Gaw, E.I.

SERVICES PROVIDED BY COUNTY

The ENGINEER will rely on information and services provided by the COUNTY, or others retained by COUNTY, in executing the services in this scope of work. The information and services include, but is not limited to, the following:

1. Provide copy of the previous permit applications and RAIs and responses.
2. Provide copy of the current permit.
3. Provide in electronic format EN-50 forms for past 5 years.
4. Provide data on each well and pump (ENGINEER may have some of this information).
5. Provide Water Conservation Plan or a consolidated plan.
6. Timely review and comment on deliverables.
7. Participation in regulatory meetings and communications related to permit and related issues.

COMPENSATION

Compensation for the additional services described herein will be on a Time Basis Method as described in the Agreement with a not to exceed amount of \$158,824.