

16. Approve Amendment #4 to PS-356-96/BJC – Engineering Services for Water and Wastewater Master Planning, with PBS&J, Orlando (Replace Exhibit C - Schedule).

PS-356-96/BJC provides for Water and Wastewater Master Planning services on a continuing basis, to update and maintain Seminole County's Water and Wastewater Master Plan, which includes ten (10) water plants and two (2) wastewater plants and in excess of 500 miles of distribution and collection systems.

Amendment #4 will provide for an increase to the billing rate per hour for those positions directly involved in the performance of this project. The proposed rates schedule will be effective after approval and will apply to Work Order #18 in the amount of \$174,350.00. Work Order #18 is for Water and Waste Water Master Planning for Fiscal Year 2003 Annual Services and it is included as part of the backup documents.

Funds are available in account number 087802-53031000 (Project Management – Water and Sewer, Professional Services). Environmental Services/PEI and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the rate schedule and authorize the Chairman to execute the Amendment and authorize the Purchasing and Contracts Division to execute the Work Order as approved and prepared by the County Attorney's Office.

**FOURTH AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WATER AND WASTEWATER MASTER PLANNING (PS-356-96/BJC)**

THIS FOURTH 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 November, 1996 between **PBS&J**, whose address is 1560 Orange Avenue, #700, Winter Park, Florida 32789, 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 November 18, 1996, as amended on August 23, 2000, November 29, 2000, and on October 1, 2001 for water and wastewater master planning; and

WHEREAS, the parties desire to amend the Agreement so as to adjust billing rates and position titles; and

WHEREAS, Section 23 of the Agreement dated November 19, 1996 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. Exhibit "C" "Rate Schedule" of the Agreement is deleted and Exhibit "C" "PBS&J FY 2003 Billing Rates By Grade Level" attached hereto, is substituted therefore.

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

BECKY S. SCHAFER
Assistant Secretary

(CORPORATE SEAL)

By: _____
H. MICHAEL DYE
Chairman of the Board

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
10/17/02
4am-ps-356

Attachment:

Exhibit "C" - PBS&J FY 2003 Billing Rates By Grade Level

PBS&J FY 2003 Billing Rates By Grade Level - Seminole County Water and Wastewater Master

Planning PS 356 (Note: These rates will be applied to all work performed under contract for work completed through FY 2003. New rates will be negotiated for work performed in subsequent fiscal years.)

Multiplier= 2.91

<u>Grade Level</u>	<u>Position Titles</u>	<u>2003 Raw Hourly Rate \$/hr</u>	<u>2003 Billing Rate \$/hr</u>
N1 and N2	Rodperson I, Trainee	8.33	24.24
N3	Technical Aide I	10.70	31.14
N4	Rodperson II, Drafter I	10.93	31.81
N5	Instrument Operator I, Technician Aide II, Secretary	11.89	34.02
N6	Interior Designer I, Sr. Secretary I, Drafter II	13.32	38.77
N7	Instrument Operator II, Cadd Technician I, Technician I	14.49	42.16
N8	Party Chief II, Sr. Secretary III	16.57	48.21
N9	Sr. Technician I, Administrative Assistant, Party Chief II, Sr. CADD Technician, Sr. Drafter II, Sr. Tech. Estimator/Scheduler	18.61	54.14
N10	Designer, CADD Designer/Technician, Sr. Technician II, Sr. Party Chief, Sr. Field Representative, Sr. Graphics Coordinator	22.06	64.19
N11	CADD Designer, Sr. Party Chief II, Sr. Field Rep. II, Designer II	24.76	72.06
E10	Engineer I, Technical Professional I, Tech. Coordinator I, Estimator/Scheduler, GIS Analyst, Sr. CADD Designer/Operator, Sr. Designer I, Property Acquisition Agent I	21.25	61.83
E11	Engineer II, Technical Professional II, GIS Analyst II, Sr. CADD Designer, ITS Analyst, Sr. Designer II, CADD Supervisor, Technical Coordinator II, Property Acquisition Agent II	26.23	76.33
E12	Sr. Engineer I, Sr. Technical Professional I, Sr. Tech. Coordinator I, GIS/ITS Specialist I, Sr. Designer III, Survey Manager I, Sr. Estimator/Scheduler I	27.34	79.56
E13	Sr. Technical Coordinator II, Sr. Property Acquisition Agent II, ITS Specialist II, Sr. Technical Coordinator II	29.75	86.62
E14	Sr. Engineer II, Sr. Technical Professional II, Sr. Surveyor II, Sr. Estimator/Scheduler II, Sr. Property Acquisition Agent III, Sr. GIS Specialist, Survey Manager II	34.01	98.96
E15	Sr. Engineer III, Sr. Technical Professional III, Sr. Property Acquisition Agent IV, Sr. Project Manager, Program Manager, Resident Engineer	42.90	124.84
E16	Sr. Engineer IV, Sr. Technical Professional IV, Sr. Program Manager, Division Manager, Sr. Resident Engineer, Project Director	53.13	154.61
E17 and above	Principal Technical Professional, Sr. Division Manager	60.99	177.47

PBS&J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N1 to N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate. The term "Technical Professionals" refers to: Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc.

Current Audited Overhead Rate = 2.64, use 2.62

Contract Margin Rate @ 11%	2.62
Total Contract Multiplier	0.29
	2.91

WORK ORDER
FOR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR WATER AND WASTEWATER MASTER PLANNING (PS-356-96/BJC)

WORK ORDER NO.: 18

PROJECT: Fiscal Year 2003 Annual Services

COUNTY: SEMINOLE COUNTY, a Political Subdivision
of the State of Florida

ENGINEER: POST, BUCKLEY, SCHUH & JERNIGAN, INC.

Execution of this Work Order by the COUNTY shall serve as authorization for the ENGINEER to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A" to that certain Agreement of November 19, 1996 between the COUNTY and the ENGINEER and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☐ Drawings/Plans/Specifications
☒ Scope of Services
☐ Special Conditions
☐ _____

The ENGINEER shall provide said services pursuant to this Work Order, its attachments and above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TERM: This Work Order shall terminate upon completion of the Scope of Services, or one (1) year from the date of execution, whichever comes first.

(a) This Work Order is issued on a:

- [] FIXED FEE BASIS
 [] TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
 [X] TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) The compensation is based on a "Time Basis Method" with a Limitation of Funds Amount. The ENGINEER is not authorized to exceed the Limitation of Funds amount of ONE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$174,350.00) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The ENGINEER shall advise the COUNTY whenever the ENGINEER has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate the ENGINEER for the actual work performed under this Work Order.

Payment to the ENGINEER shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the ENGINEER that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the ENGINEER and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the ENGINEER 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.

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

ATTEST:

POST, BUCKLEY, SCHUH &
JERNIGAN, INC.

BECKY S. SCHAFFER
Assistant Secretary

By: _____
WILLIAM W. RANDOLPH
Chairman of the Board

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
BETSY COHEN, Contracts
Supervisor

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized by Section 330.0,
Seminole County Administrative
Code.

County Attorney

AC/lpk
10/8/02 10/23/02 10/28/02 10/29/02
wo18-356

Attachment:
Exhibit "A" - Scope of Services

**Seminole County
Water and Wastewater Master Planning
FY 2003 Annual Services
PS-356-96
Scope of Work**

General

PBS&J (CONSULTANT) will provide Seminole County (COUNTY) with utility resource planning and regulatory permitting assistance, as requested by the COUNTY. This scope of work defines the level of effort and support for FY 2003.

Work Description

The work included in this work order has been divided into two major tasks. The first task will include a variety of support services for utility resource planning including Development Plan Analysis, Planning Update Workshops, Update Reports, and Water, Wastewater, and Reclaimed Water Hydraulic Modeling Update Assistance. The second task will provide regulatory permitting assistance. These services shall be provided on an "as requested" basis.

TASK 1.0 Utility Resource Planning

This task will provide COUNTY with technical support in a number of subtasks. The level of effort included in each of these sub tasks is based on the COUNTY'S request. Work will be on an as needed basis and actual work efforts could vary significantly between tasks based on actual COUNTY needs. This task includes, but is not limited to, the following sub-tasks:

1.1 Development Plan Analysis

As development is proposed, the COUNTY is compelled to review proposed extensions and expansions to its water and wastewater systems. This task consists of assisting in project specific evaluations that require use of existing hydraulic models. These evaluations may include evaluating proposed pump stations, specific demands, fire flow test results and/or flow projections, and specific connection points. The evaluations may also take into consideration the hydraulic impact of the proposed development on the COUNTY'S existing system.

1.2 Planning Update and Workshops

This task will consist of CONSULTANT attending a maximum of six (6) County Planning, Engineering, and Inspections (PEI) and Operations staff meetings to evaluate the status of CIP projects, discuss and obtain input on current and upcoming projects, and get input from operations on capacity concerns.

1.3 Update Reports

This task will provide the COUNTY with periodic update reports (maximum 4) of their water, wastewater, and reuse systems identifying any critical needs, areas of concern and recommendations for improvements. This report may include periodic tabular and/or graphical analysis of data provided by the COUNTY.

1.4 Water, Wastewater, and Reclaimed Water System Mapping and Model Update

This task will consist of updating the hydraulic models to reflect new development and system improvements based on the COUNTY'S as-builts and GIS. CONSULTANT has developed hydraulic models for the COUNTY'S water, sewer, and reuse systems. This task consists of providing assistance to the COUNTY in making limited updates to the hydraulic models on a quarterly basis to reflect the new development and system improvements included in subtask 1.1 of this Work Order after completion of the 2002 Master Plan Update. Hydraulic models will be maintained in H2O Map pending successful completion of pilot migration project currently in progress. During a platform transition period, records may also be maintained in H2ONet version 3.1. The extent of this task is dependent on the expressed needs of the COUNTY.

TASK 2.0 Regulatory Permitting Assistance

This task will provide COUNTY with technical support in a number of subtasks. The level of effort included in each of these sub tasks is based on the COUNTY'S request. Work will be on an as needed basis and actual work efforts could vary significantly between tasks based on actual COUNTY needs. This task includes, but is not limited to, the following sub-tasks:

2.1 General Consumptive Use Permit (CUP) Response Assistance

This task will consist of CONSULTANT providing CUP general assistance including review of request for additional information (RAI), review of draft responses to RAI's prepared by COUNTY, preparation of portions of RAI responses, and review of draft CUP conditions prepared by the St Johns River Management District (SJRWMD). CONSULTANT will communicate with COUNTY, SJRWMD and others as required to assist in the CUP application process. Work on this task will be provided as requested and directed by the COUNTY.

2.2 Work Sessions with COUNTY and SJRWMD

CONSULTANT will prepare for and attend up to four (4) meetings with COUNTY, two (2) meetings with the SJRWMD, and prepare necessary follow-up documentation.

2.3 Reuse Element Assistance

This task will consist of CONSULTANT communicating with the COUNTY and reviewing prior RAI response and develop strategy for RAI response related to reuse. CONSULTANT will perform calculations, prepare tables and exhibits appropriate for RAI response, prepare draft response and meet with COUNTY and the SJRWMD. This task will include providing limited assistance in updating the existing Reuse model.

Compensation

CONSULTANT will perform the services described herein in a "Time Basis Method" with a "Limitation of Funds" amount of \$174,350.00.

Schedule

The work described herein will be completed by November 18, 2003. Specific tasks will be scheduled with COUNTY Environmental Services staff.