32. Approve Amendment #1 for PS-5120-02/BJC – Master Agreement for General Engineering Consultant Services to support Seminole County Public Works Department, with PBS&J, Inc., Orlando (Not-to-Exceed $975,000.00 per year).

PS-5120-02/BJC provides Consultant support for a wide range of engineering, architectural, technical, management, and administrative services for the Seminole County Public Works Department. The Consultant shall function as an extension of the Seminole County Public Works Department's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement for General Engineering Services. The Consultant shall minimize to the greatest extent possible the Seminole County Public Work's Department's need to apply its own resources to assignments authorized by the Seminole County Public Works Department.

Amendment #1 will: (1) add two additional renewal periods not to exceed one year each to this agreement for a total contract term of five years; (2) increase the original Board approved Not-to-Exceed (NTE) amount from NTE $740,000.00 to NTE $975,000.00 per year; and (3) replace Exhibit "C" rate schedule with the revised Exhibit "C" rate schedule which ties future annual rate increase to the US Dept. of Labor's CPI.

Professional services by the Consultant under this Agreement shall be authorized by written Work Orders issued and executed by the County and signed by the Consultant. The work and the dollar amount for each Work Order will be negotiated on an as-needed basis for each task of the project.

Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the request and authorize the County Manager to execute the amendment as prepared by the County Attorney's Office.

FIRST AMENDMENT TO GENERAL ENGINEERING CONSULTANT SERVICES AGREEMENT (PS-5120-02/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 26th day of November, 2002, between **PBS&J**, whose address is 482 Keller Road, Orlando, Florida 32810-6111, hereinafter referred to as "CONSULTANT," 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 CONSULTANT and COUNTY entered into the above-referenced Agreement on November 26, 2002 for consultant services in support of the Seminole County Public Works Department; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; 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 2 of the Agreement is amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for four (4) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the

work authorized by the Work Order.

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

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT 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 CONSULTANT 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 CONSULTANT, including reimbursable expenses, under this Agreement shall not exceed the sum of NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($975,000.00) per year

3. Exhibit "C" of the Agreement is amended by the addition of services as indicated in Exhibit "C," attached hereto.

4. The County Manager is hereby authorized to execute this Amendment on behalf of the County.

5. 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. SCHAFFER
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.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
11/12/04
1am-ps-5120

Attachment:
Exhibit "C" - Rate Schedule

EXHIBIT C

POST, BUCKLEY, SCHUH & JERNIGAN, INC.
Average Wage Rates by Job Classification
October 21, 2004 Update
Additional Classifications and Future Rate Increases
Seminole County GEC
PS-5120-02/BJC

Base rate:	1.0000
Overhead:	1.6165
	2.6165
Op Margin:	1.1100
	2.9043
Capped at	2.90

Job Classification	Actual 2004 Billing Rates	Proposed 2005 Billing Rates W/ 3.5% Escalation*	2006 Billing Rates To be determined In October 2005*	2007 Billing Rates To be determined In October 2006*
Project Manager	188.58	$195.18		
Principal/Chief Engineer	152.62	$157.96		
Senior Engineer IV	139.05	$143.92		
Senior Engineer III	128.71	$133.21		
Senior Engineer II	102.93	$106.53		
Senior Engineer I	92.39	$95.63		
Sr. Info Solutions Dev III	134.49	$139.20		
Sr. Scientist III	120.03	$124.23		
Sr. Scientist II	95.88	$99.24		
Sr. Landscape Architect III	105.05	$108.73		
Sr. Designer III	81.05	$83.89		
Sr. Planner III, Transportation	131.34	$135.94		
Sr. Planner II, Transportation	105.06	$108.74		
Sr. Planner I, Transportation	72.96	$75.52		
Sr. ROW Agent III	85.74	$88.74		
Sr. ROW Agent II	83.80	$86.73		
Sr. Technical Coordinator II	97.85	$101.27		
Sr. Surveyor II	93.74	$97.02		
Sr. Surveyor I	75.59	$78.24		
Sr. Tech II, Survey	69.02	$71.44		
Sr. Project Engineer, Construction	95.77	$99.12		
Sr. Field Rep II	70.76	$73.24		
Sr. Estimator/Scheduler II	81.43	$84.28		
Sr. Estimator/Scheduler I	73.95	$76.54		
Construction Mgmt Rep II	87.46	$90.53		
Engineer II	74.95	$77.57		
Engineer I	64.12	$66.36		
ITS Specialist II	97.59	$101.00		
Surveyor II	75.84	$78.49		
Technical Coordinator II	69.92	$72.37		
Technical Coordinator I	57.40	$59.41		
Scientist II, Environmental	55.42	$57.36		
Landscape Architect II	55.56	$57.50		
Party Chief II	56.87	$58.86		
Instrument Operator II	38.43	$39.77		
Rodperson II	26.83	$27.76		

*Annual Rate Increase based the "CPI (South Urban) Index" +1%
"CPI (South Urban) Index" defined as Series ID CUUR0300SA0, CUUS0300SA0, All Urban Consumers, Not Seasonaly Adjusted, South Urban, All Items, Base 1982-84=100, 12 month Sept. to Sept.

EXHIBIT C

Job Classification	Actual 2004 Billing Rates	Proposed 2005 Billing Rates W/ 3.5% Escalation*	2006 Billing Rates To be determined In October 2005*	2007 Billing Rates To be determined In October 2006*
CADD Technician II	43.07	$44.58		
Technician, ROW	41.33	$42.77		
Administrative Assistant / Sr. Program Assistant I	52.86	$54.71		
Sr. Secretary III / Coord. II Opers./ Sr. Prog. Assistant II	55.99	$57.95		
Sr. Secretary II / Program Assistant III	47.37	$49.03		
Additional Classifications to be added				
Sr. Engineering Tech	72.94	$75.49		
Sr. Info Solutions Dev II	126.59	$131.02		
Sr. Info Solutions Dev I	86.16	$89.17		
Info Solutions Dev II	68.88	$71.29		
Sr. Scientist I	65.28	$67.56		
Sr. Landscape Architect IV	108.32	$112.11		
Sr. Landscape Architect II	86.80	$89.83		
Sr. Landscape Architect I	80.85	$83.68		
Sr. Technical Coordinator I	81.75	$84.61		
Sr. Tech I, Survey	56.99	$58.98		
ITS Specialist I	80.85	$83.68		
Scientist I, Environmental	47.42	$49.07		
Landscape Architect I	46.23	$47.84		
Party Chief I	47.04	$48.68		
Instrument Operator I	36.25	$37.52		
Sr. CADD Tech	48.81	$50.52		

*Annual Rate Increase based the "CPI (South Urban) Index" +1%
"CPI (South Urban) Index" defined as Series ID CUUR0300SA0, CUUS0300SA0, All Urban Consumers, Not Seasonaly Adjusted, South Urban, All Items, Base 1982-84=100, 12 month Sept. to Sept.