

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment #5 to PS-5191-05/TLR - Engineering and Design for the Central Transfer Station Citizen Area

**DEPARTMENT:** County Manager Office

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Joe Forte

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Approve Amendment #5 to PS-5191-05/TLR with Brown and Caldwell, of Maitland, Florida to add a Not To Exceed fee in the amount of \$143,198.00.

County-wide

Ray Hooper

**BACKGROUND:**

PS-5191-05/TLR provides for the engineering and design of a citizen drop-off area at the Central Transfer Station. The citizen drop-off area will provide an unloading area for municipal solid waste, yard waste and other waste materials delivered to the Central Transfer Station in small self-haul loads (not commercial refuse vehicles). On September 27, 2005, the Board awarded this Agreement to Brown and Caldwell of Maitland, Florida.

Amendments 1-4 were primarily issued for additional design services to modify the waste loadout area enabling the facility to function as a disaster debris management area if needed, to meet more stringent wind load requirements of the Florida Building Code that resulted from hurricanes in 2004 and 2005, and to obtain the requisite Environmental Resources Permit from the St. Johns River Water Management District. The existing scope provides very limited construction services from Brown and Caldwell, essentially limiting the design engineer to function in an advisory role during construction. Amendment #5 will task the Design Engineer with providing Engineer of Record services during construction, while Project Management and day-to-day resident inspection will be performed by County staff in PEI.

The original method of compensation for this Agreement was a Fixed Fee amount. The requested increase is to add a Not-To-Exceed fee in the amount of \$143,198.00 for the services during construction, to be paid on a time and materials basis using the current rates under the Agreement.

The following is a summary of the total compensation for the Agreement:

Original Agreement amount	\$150,000.00
Amendments # 1-4	165,848.00
Requested Amendment #5	<u>143,198.00</u>
Revised Agreement Total	\$459,046.00

This is a budgeted project, and funds are available in Citizens' Services Area at Transfer

Station (Account 087907.560650, CIP # 00137801).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Amendment #5 to PS-5191-05/TLR with Brown and Caldwell, of Maitland, Florida to add a Not To Exceed fee in the amount of \$143,198.00.

**ATTACHMENTS:**

1. PS-5191-05\_TLR - Amendment #5 (Brown and Caldwell)

**Additionally Reviewed By:**

■ County Attorney Review ( Ann Colby )

**FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT FOR  
ENGINEERING DESIGN, PERMITTING, AND POST-DESIGN SERVICES FOR  
CENTRAL TRANSFER STATION CITIZEN AREA  
(PS-5191-05/TLR)**

**THIS FIFTH AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is to that certain Agreement made and entered into on November 7, 2005, as amended on May 21, 2007, February 19, 2008, April 25, 2008, and on February 24, 2009, between **BROWN AND CALDWELL**, whose address is 850 Trafalgar Court, Suite 300, Maitland, Florida 32751, 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 7, 2005, as amended on May 21, 2007, February 19, 2008, April 25, 2008, and on February 24, 2009, for engineering design, permitting, and post-design services for the Central Transfer Station Citizen Area in Seminole County; 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 19 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 1 of the Agreement is amended to read:

**Section 1. Services.**

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

(b) In addition to the services described in Exhibit "A", CONSULTANT further agrees to perform the services as described in Attachment "A" attached hereto.

~~2. Section 3 of the Agreement is amended to read:~~

**Section 3. Compensation and Payment.**

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of THREE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$315,848.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. CONSULTANT shall be compensated at the rates shown on Exhibit "B", attached.

(b) The CONSULTANT shall be entitled to reimbursable expenses in addition to the hourly rates. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the performance of the Scope of Services for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Scope of Services based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Scope of Services. Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of CONSULTANT.

(A) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(B) Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

(C) Reimbursement for lodging shall be at \$75.00 or ~~the actual expenses for lodging at a "non-resort"-type hotel located in~~ Seminole County, Florida.

(D) Meals shall not exceed:

Breakfast:

\$6.00 without receipts; or

\$10.00 with receipts.

Lunch:



\$11.00 without receipts; or

\$13.00 with receipts.

Dinner:

\$19.00 without receipts; or

\$27.00 with receipts.

(E) Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproductions, postage and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the performance of the Scope of Services.

(c) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the

employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(d) All reimbursable expenses must be allowable, allocable to the contract and reasonable, as solely determined by COUNTY.

(e) Payments shall be made to CONSULTANT when requested as work progresses for service furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of ~~CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt~~ of the invoice, pay CONSULTANT the approved amount.

(f) COUNTY further agrees to compensate CONSULTANT an amount not to exceed ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$143,198.00) for the services described in Attachment "A", attached hereto. Said compensation shall be paid on a time and materials basis, at the rates  as shown on Attachment "B", attached hereto.

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.

***(Signature Page Follows)***

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

BROWN AND CALDWELL

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
STUART OPPENHEIM, Vice-President  
Date: \_\_\_\_\_

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BOB DALLARI, 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

Attachments:  
Attachment A  
Attachment B

AEC/sjs  
12/11/09  
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-5191-05 5th Amd.doc

# ATTACHMENT A

## SCOPE OF SERVICES

### CENTRAL TRANSFER STATION CITIZEN AREA CONSTRUCTION PHASE SERVICES

This Scope of Services covers professional engineering services to be provided by Brown and Caldwell for the Seminole County Solid Waste Management Division (Division) during construction of the Citizen Area at the Central Transfer Station (CTS).

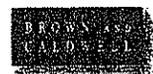
#### Introduction

In late 2005, Seminole County retained Brown and Caldwell to complete the design of a Citizen Area at the CTS that had been begun by another firm several years earlier, but was never completed. As a result of the hurricanes that impacted Central Florida in 2004 and 2005, the design criteria for the Citizen Area were modified to provide for debris load-out in the event of another emergency. In addition, 2004 revisions to the Florida Building Code (FBC) required structures such as the CTS to withstand higher wind loadings than required previously. Brown and Caldwell revised the design to meet Seminole County's operational objectives and to comply with current FBC requirements. The result was a project that no longer resembled the original design and, as a result, BC became Engineer of Record for the CTS Citizen Area project. After a lengthy regulatory review process, permitting and design of the CTS Citizen Area was completed in early 2009. Seminole County plans to advertise the project for bid in the next several months.

Brown and Caldwell's current contract for the CTS Citizen Area project (PS-5191-05/TLR) includes only very limited services during construction. Seminole County has requested that Brown and Caldwell perform certain additional services during construction to support County staff and to allow Brown and Caldwell to certify the project as Engineer of Record upon its completion. Accordingly, this Scope of Services addresses the additional services to be provided by Brown and Caldwell to supplement the services already defined in the existing contract. These services will be provided as an amendment to Brown and Caldwell's existing contract.

#### Work Breakdown Structure

Prior to preparing this Scope of Services, Brown and Caldwell met with Seminole County staff to define the work activities that County staff and Brown and Caldwell staff will perform during construction of the CTS Citizen Area. It was agreed that County staff will perform resident inspection services, and will review and process Contractor pay requests. Brown and Caldwell will respond to Contractor questions, make periodic site visits at a frequency necessary to provide Engineer of Record certification, attend monthly construction meetings and perform required office engineering activities. It was also decided that the Contractor will be responsible for providing third party material testing services (concrete, compacted soil density, etc.) to



document compliance with the specifications for the project. The Scope of Services described herein is not intended to duplicate work already budgeted for under the existing contract, but rather to supplement those services to adequately support County staff and to allow Brown and Caldwell to certify the project as Engineer of Record.

For the purposes of budgeting, we have assumed that the Citizen Area project will be completed over a 14-month schedule, with substantial construction completion being achieved in 10 months and final construction completion being achieved in 12 months. Project certification and close-out activities will be performed during the last 2 months of the project.

The following paragraphs describe the supplemental services to be performed by Brown and Caldwell during construction of the CTS Citizen Area project:

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### **Task 1 – Project Management**

Project management includes additional work order administration, preparation of project management and health and safety plans for Brown and Caldwell's supplemental work on the project, monitoring of Brown and Caldwell's manpower and budget resources, and documentation of the labor hours charged and direct expenses incurred so as to comply with Seminole County's current invoicing requirements.

### **Task 2 – Pre-Construction Meeting**

Prepare for and facilitate a pre-construction meeting with Seminole County staff and the selected Contractor. The purpose of the pre-construction meeting will be to review the Contractor's proposed schedule and methods for performing the work and to review with the Contractor the County's operational requirements at the CTS while construction of the Citizen Area is ongoing. Following the meeting, Brown and Caldwell will prepare and distribute meeting minutes to all attendees.

As part of this task, Brown and Caldwell will also review the Contractor's proposed Schedule of Values for the project and make recommendations to Seminole County for any changes, if necessary.

The work associated with this task is not included in the Scope of Services of Brown and Caldwell's current contract.

### **Task 3 – Monthly Construction Progress Meetings**

Prepare for and facilitate monthly construction progress meetings with Seminole County staff and the Contractor. The purpose of these meetings will be to review the status of work in progress and the schedule for future work activity. Any problems or issues related to the Contractor's ability to perform or the County's operational requirements at the CTS will be discussed and resolved. A review of the Contractor's red-line (as-built) drawings will also be made monthly. A total of twelve (12) monthly construction review meetings, all to be located at the CTS, has been assumed for budgeting purposes. BC staff will prepare agendas, chair the meetings and distribute written minutes to meeting attendees.

The current contract includes only 40 hours of professional labor for monthly site visits to view the progress of construction. This equates to less than 4 hours per month. Preparing for and leading the monthly meetings was not anticipated in the current Scope of Services. Accordingly, an additional 128 hours of professional labor have been budgeted under this task (increasing the total to 168 hours) to allow an average of 14 hours per month to be spent on these activities. This will allow the various engineering disciplines to attend the monthly construction progress meetings when it is appropriate for them to do so.

#### **Task 4 – Office Engineering**

Office engineering during construction includes (1) coordinating with County staff on responses to Contractor questions regarding the design documents, (2) review of Contractor shop drawing and material submittals, (3) review of Contractor change order requests and preparation of recommendations to the County for approval or denial, and (4) review of material testing documentation. For budgeting purposes, it has been estimated that 260 hours of professional labor will be required for this task.

In the current contract, a budget allocation of 80 hours was assigned to the review of shop drawings and material submittals. Since the original budgeting of the project was performed, the scope of the project has increased dramatically from an estimated construction cost of less than \$1 million to the current estimated construction cost of \$2.5 million. The number of shop drawings and material submittals requiring review is expected to increase dramatically as well. Also, none of the other work activities covered under Task 4 are included in the existing Scope of Services. Therefore, this supplemental Scope of Services includes 180 hours of additional professional labor hours.

#### **Task 5 – On-Site Construction Monitoring and Inspections**

As Engineer-of-Record, Brown and Caldwell will make periodic site visits to the CTS to monitor the Contractor's work and to make civil and structural engineering inspections at critical points in the project (e.g. inspect stormwater pond, rebar prior to concrete pours, etc.). These site visits generally will be made on a weekly basis, but will be reduced in frequency during periods of limited Contractor activity. For budgeting purposes, a total of 36 site visits by professional engineers, averaging 4 hours in duration, has been assumed for budgeting purposes.

When requested by the Contractor, Brown and Caldwell will perform an inspection of the project for the purposes of documenting Substantial Completion. The required County form(s) will be completed and a punchlist of work remaining will be provided to the Contractor and to Seminole County.

When requested by the Contractor, Brown and Caldwell will perform a final inspection to document that all of the punchlist items identified during the inspection for Substantial Completion have been completed by the Contractor and that the Contractor's work on the project is complete. County form(s) requiring certification by the Engineer-of-Record will be prepared and submitted to the County for processing. It has been assumed for budgeting purposes that only one final inspection will be required by Brown and Caldwell staff.

The work associated with this task is not included in the Scope of Services of Brown and Caldwell's current contract.

### **Task 6 – As-Built Drawings**

Prepare a final set of as-built drawings based on the red-line drawings developed and maintained by the Contractor. Provide Seminole County with three hard copy bound sets of as-built drawings and one electronic copy of as-built drawings in PDF format. In accordance with Seminole County's contract documents, the Contractor will be responsible for providing signed and sealed copies of the survey information reflected on the as-built drawings.

An allocation of 60 labor hours was assigned to this activity in the current contract. However, only 24 of these hours are for CAD operators to revise drawings. With the increased complexity of the project and the increased scrutiny of the regulatory agencies involved, particularly the St. John's River Water Management District, an additional allocation of labor to this task will be required. An additional 52 hours of professional labor and 48 hours of CAD-related labor have been budgeted for in this supplemental Scope of Services.

### **Task 7 – Project Close-Out**

Assist County staff with preparation of documentation for project close-out. If necessary, also prepare notification letters to FDEP and the Seminole County Building Department certifying construction completion in substantial compliance with the design drawings and technical specifications.

The work associated with this task is not included in the Scope of Services of Brown and Caldwell's current contract.

### **Supplemental Services**

If necessary, Brown and Caldwell may be called upon to provide services not specifically identified in the tasks described above. These may include, but are not necessarily limited to, the following:

1. Design revisions resulting from any additional project reviews by the Development Review Division or other County department;
2. Resident inspection services, including daily or weekly reports and construction photographs;
3. Review of Contractor pay requests;
4. Coordination with the County's landscape architect regarding replacement of trees on other County projects and/or development of landscaping plans for the CTS site;
5. Material testing services;
6. Surveying services;
7. Geotechnical engineering and/or subsurface investigation services;
8. Negotiation of fees for change order work performed by the Contractor; and
9. Attendance and presentations at meetings not identified in Tasks 1-7 above;
10. Extension of any of the services identified in Tasks 1-7 above due to the project extending beyond the 12-month construction completion schedule assumed in this proposal.

Should Seminole County desire Brown and Caldwell to provide any of these or other supplemental services, Brown and Caldwell will provide the County with a written proposal that includes a detailed scope of work and budget for performing the services requested. No supplemental services will be performed without a written contract amendment executed by both Brown and Caldwell and Seminole County.



**ATTACHMENT B**

**PROJECT BUDGET**

**CENTRAL TRANSFER STATION CITIZEN AREA  
CONSTRUCTION PHASE SERVICES**

Task	Labor Billing Rate	Labor Hours										Total	Labor Cost	Direct Costs <sup>a</sup>	Subcontractor Costs	Total Project Cost		
		Chief Engineer	Managing Engineer	Supervising Engineer	Senior Engineer	Engineer III	Engineer Operator	CAD Operator	Senior Project Analyst	Adm/Clerical	Total							
1. Project Management	\$180.00	16			40							56						\$23,626
2. Pre-Construction Meeting		8	10	42													\$340	\$9,516
3. Monthly Construction Meetings		8	24	48	48												\$2,640	\$22,032
4. Office Engineering		4	36	72	68												\$1,840	\$29,768
5. On-site Construction Monitoring and Inspections		16	68	96	64												\$1,960	\$37,480
6. As-Built Drawings		4	20	20	8						48						\$860	\$13,192
7. Project Close-out		4	10	24	8							8						\$7,744
<b>Total</b>		<b>60</b>	<b>168</b>	<b>346</b>	<b>236</b>	<b>0</b>	<b>48</b>	<b>64</b>	<b>100</b>	<b>1022</b>	<b>\$132,288</b>	<b>\$3,270</b>	<b>\$7,640</b>	<b>\$143,198</b>				

<sup>a</sup> Other direct costs are expected to include:

1. Mileage 2180 miles @ \$0.445/mile = \$970.00
2. Reproduction 2000 pages @ \$0.15/page = \$300.00  
200 blue line dwgs. @ \$2.50/dwg. = \$500.00
3. Postage and shipping 50 units @ \$5.00/unit = \$250.00  
50 units @ \$25.00/unit = \$1,250.00
4. Total Direct Costs = \$3270.00

