

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #2 to PS-5151-03/AJP - Cassel Creek Stormwater and Investigation Facility with BCI Engineers & Scientists, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve Amendment #2 to PS-5151-03/AJP - Cassel Creek Stormwater and Investigation Facility with BCI Engineers & Scientists, Inc. of Lakeland, Florida, to increase the total Not-To-Exceed Amount for the term of the Agreement by an additional \$200,000.00.

County-wide

Ray Hooper

BACKGROUND:

PS-5151-03/AJP provides for the design, analysis and permitting of the Cassel Creek Regional Stormwater Facility. On February 10, 2004, the Board awarded this Work Order based Master Agreement to BCI Engineers & Scientists, Inc. of Lakeland, Florida.

The total Board-approved Not-To-Exceed Amount was based on an SJRWMD funding grant in the amount of \$250,000.00. The preliminary design effort included extensive water quality sampling and testing to determine pollutant loading and methods of reducing these loads to Lake Howell, Howell Creek and Lake Jesup. Since this time, additional funds to complete the final design and permitting have been allocated and approved by the Board. Under Amendment #2, the Engineering Division of the Public Works Department has requested an increase to the Agreement to complete the design phase of this project. Funding for construction is anticipated from additional grants from SJRWMD.

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

Original Board Approved NTE Amount \$250,000.00

Amendment #1 (Replace Exhibit C) \$0.00

Amendment #2 (Requested Increase) 200,000.00

Revised NTE Amount \$450,000.00

Authorization for the performance of the services by the Consultants under this Master Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultants. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #2 to PS-5151-03/AJP - Cassel Creek Stormwater and Investigation Facility with BCI Engineers & Scientists, Inc. of Lakeland, Florida, to increase the total Not-To-Exceed Amount for the term of the Agreement by an additional \$200,000.00.

ATTACHMENTS:

1. PS-5151-03_JVP - Amendment 2 (BCI Engineers)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-5151-03/AJP)
CASSEL CREEK STORMWATER AND INVESTIGATION FACILITY**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 10th day of February, 2004, as amended on November 17, 2008, between **BCI ENGINEERS & SCIENTISTS, INC.**, whose address is P.O. Box 5467, Lakeland, Florida 33807-5467, hereinafter referred to as "CONTRACTOR", 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, CONTRACTOR and COUNTY entered into the above referenced Agreement on February 10, 2004, as amended on November 17, 2008, for consultant services regarding the Cassel Creek Stormwater management and Investigation Facility; 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 5 of the Agreement is hereby 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 the 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 pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00).

Exhibit "C" of the Agreement is deleted and replaced by the new Exhibit "C" attached hereto.

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.

(Signature Page Follows)



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

ATTEST:

BCI ENGINEERS & SCIENTISTS, INC.

, Secretary
(CORPORATE SEAL)

By: _____
WALTER R. REIGNER, 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

AEC/sjs
12/11/08
F:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-5151-03 2nd Amd.doc

Attachment:
Exhibit "C" - Rate Schedule

BILLING RATES
SEMINOLE COUNTY
PS - 5151-03 / AJPBJC
BCI ENGINEERS & SCIENTISTS, INC
Cassel Creek
PROJECT NUMBER 19-12841

Classification	Average Wage	162.00% Overhead	11.0% Margin	Original Contracted Rate	Amended Rate
Clerical	\$ 16.76	\$ 43.91	\$ 4.83	\$ 48.74	\$ 51.03
SR CADD	\$ 19.00	\$ 49.78	\$ 5.48	\$ 55.26	\$ 57.86
Lab / Field Technician	\$ 16.46	\$ 43.10	\$ 4.74	\$ 47.84	\$ 50.10
Project Professional	\$ 33.76	\$ 88.45	\$ 9.73	\$ 98.18	\$ 84.62
Staff Professional/Engineer	\$ 21.79	\$ 57.09	\$ 6.28	\$ 63.37	\$ 66.35
Sr. GIS/Designer	\$ 21.40	\$ 56.07	\$ 6.17	\$ 62.24	\$ 65.16
Senior Professional/Engineer	\$ 36.41	\$ 96.39	\$ 10.49	\$ 105.89	\$ 110.87
Project Manager	\$ 39.38	\$ 103.18	\$ 11.35	\$ 114.52	\$ 119.91
Other Fees					
Reproduction					
	Color Photocopying	\$ 1.00	ea		
	Blueprints	\$ 2.50	ea		
Plotting - Standard					
	11 X 17	\$ 6.00	ea		
	24 X 36	\$ 7.50	ea		
	30 X 42	\$ 9.00	ea		
Aerials					
	11 X 17	\$ 10.00	ea		
	24 X 36	\$ 12.00	ea		
	30 X 42	\$ 15.00	ea		
Computer CAD/GIS Modeling		\$ 10.00	hr		
Mileage		\$ 0.50	mi		
Reimbursables		cost			
Subcontractors		cost			



FIELD / CONFINED SPACE EQUIPMENT RATES

<u>Equipment</u>	<u>Rates</u>		
2" PVC Temporary Monitor Wells, 4-6' deep	\$150	each	
Atmospheric testing/monitoring Equip	\$55	per day	\$165 per week
Auto Sampler/1 Week Duration	\$743	per week	
Auto Sampler/2-3 Week Duration	\$550	per week	
Auto Sampler/3 Month or greater Duration	\$1,240	per month	
Auto Sampler/4-7 Week Duration	\$415	per week	
Auto Sampler/8-11 Week Duration	\$360	per week	
Confined Space Equipment	\$165	per day	
Confined Space Equipment	\$550	per week	
Continuous Recording Staff Gauge	\$220	per week	
Coring Machine	\$250	per day	
Dissolved Oxygen Meter	\$33	per day	
Electric Water Level Indicator	\$20	per day	\$44 per week
Foxboro OVA/PID	\$100	per day	\$330 per week
Generator	\$50	per day	\$550 per month
GPR Equipment	\$360	per site	
Ground Water Sample Bailers (Decontaminated)	\$20	each	
Ground Water Sampling Pump (Disposable Tubing)	\$55	per day	\$165 per week
Grunfos Sampling Pump	\$220	per day	\$1,870 per month
Honda Pump	\$90	per day	
Hydrolab Surveyor II	\$66	per day	\$265 per week
Inline 45 micron water filter	\$25	each	
Jon Boat 12'	\$20	per day	
Jon Boat 16' 25 HP Motor and Trailer or Genoa	\$110	per day	
Open Channel FlowMeter and Datalogger	\$415	per week	
Piston Tube Sampler	\$22	per day	\$66 per week
Pressure Transducer/Data Logger	\$110	per day	\$440 per week
Sample Jars (Box of 12)	\$10	each	
Soil Auger	\$20	per day	\$50 per week
Staff Gauges	\$20	each	
Stream Flow Meter	\$95	per day	\$270 per week
Temp, pH, Conductivity Meter	\$22	per day	\$88 per week
Turbidity Meter, Digital (Portable)	\$22	per day	\$88 per week
Vacuum Pump	\$55	per day	\$165 per week