
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #2 to PS-5124-02/BJC - Engineering Services Agreement Environmental Specialists For Land Management For The Northwest Area Regional Wastewater Treatment Facility

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Amendment #2 to PS-5124-02/BJC with PBS&J of Orlando, Florida, to extend the existing Agreement term by five (5) years.

County-wide

Ray Hooper

BACKGROUND:

PS-5124-02/BJC provides for professional services for land management of the Northwest Area Regional Wastewater Treatment Facility. These services are currently being provided by PBS&J, a firm that has provided exceptional service and which has met or exceeded required components of the Agreement. The scientists at PBS&J are knowledgeable of the specific permit conditions for the Yankee Lake Regional Water Reclamation Facility (formally known as the Northwest Area Regional Wastewater Treatment Facility). PBS&J is familiar with the requirements for this area as mandated by the Florida Department of Environmental Protection (FDEP), the St. Johns River Water Management District (District), the Department of the Army Corps of Engineers (ACOE), the Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (FWS) and others.

PS-5124-02/BJC is also linked to existing permit conditions at this facility through the pending construction activities which will impact wetlands as well as the Scrub Jay Management Area, both of which are currently managed by PBS&J. The Seminole County Regional Water Treatment Facility is still being reviewed by the regulatory agencies and PBS&J is supporting the process through responses to agency RAIs (Requests for Additional Information) which require field support, data collection, monitoring activities, expert witness services and other support.

In addition, PBS&J currently supports the ongoing Environmental Resources Permit effort for the Seminole County Regional Water Treatment Facility at Yankee Lake by providing environmental data collection, permitting, mitigation design and implementation, benthic sampling, listed species coordination including Section 7 Consultation through FWS, gopher tortoise permitting and relocation, habitat management planning and implementation for listed species, controlled fire planning and implementation (required for listed species habitat management), and coordinated management of critical habitats.

Amendment #1 to the Agreement was for a time extension through June 12, 2008, and PBS&J has not requested an increase of rates under the Agreement since it was executed on

December 12, 2002. Due to the institutional knowledge required, the intricate work involved in these permits, the timing of the permitting and mitigation processes, and the reliance by the permitting agencies on the required monitoring, mitigation, and land management proposed by PBS&J, the Environmental Services Department requests that the current Agreement be extended to continue to provide these services in a seamless, consistent, specific and timely manner.

The current term of the Agreement is set to expire on June 12, 2008, and provides no renewal period. Through this Amendment, the Environmental Services Department has requested to extend the term of the Agreement by five (5) years to expire on June 12, 2013. The Annual Estimated Usage will be \$300,000.00 per year. Funded work orders would be issued based upon budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #2 to PS-5124-02/BJC with PBS&J of Orlando, Florida, to extend the existing Agreement term by five (5) years.

ATTACHMENTS:

1. PS-5124-02_BJC Amendment #2 with PBSJ

Additionally Reviewed By:
<input checked="" type="checkbox"/> County Attorney Review (Ann Colby)

**SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT
ENVIRONMENTAL SPECIALISTS FOR LAND MANAGEMENT
FOR THE NORTHWEST AREA REGIONAL WASTEWATER TREATMENT FACILITY
(PS-5124-02/BJC)**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on December 12, 2002, as amended on October 15, 2007, between **PBS&J**, whose address is 482 South Keller Road, Orlando, Florida 32810, 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, ENGINEER and COUNTY entered into the above-referenced Agreement on December 12, 2002, as amended on October 15, 2007, for engineering services; 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 COUNTY and shall run until June 12, 2013. 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. COUNTY agrees to compensate 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.

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.

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

ATTEST:

PBS&J

BECKY S. SCHAFFER
Assistant Secretary



By: _____
TODD J. KENNER
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

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

AEC/lpk/sjs
4/29/08, 5/2/08

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