
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Work Order #6 for PS-5183-05/MJB Master Agreement for Continuing Contract - Minor Projects Construction & Engineering with HDR Engineering, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Work Order #6 for PS-5183-05/MJB - Master Agreement for Continuing Contract - Minor Projects Construction & Engineering in the amount of \$117,664.40 to HDR Engineering, Inc., of Orlando, Florida to provide CEI Services for the Howell Branch Road at SR 436 Intersection Improvements.

County-wide

Ray Hooper

BACKGROUND:

PS-5183-05/MJB provides minor construction, engineering and inspection services for the Seminole County Public Works Department. Under the Consultant Competitive Negotiation Act (CCNA), work orders are limited by construction costs of \$1,000,000.

Work Order # 6 will provide Construction, Engineering and Inspection services for the Howell Branch Road at SR 436 Intersection Improvements. The CEI services to be performed under this work order will be based on the scope of services provided under the executed agreement. These services will include, but not be limited to survey control, testing, management engineering services such as documentation and plan interpretation, and project oversight by resident engineer. The time for completion of this project is based on a seventy-five (75) day estimated construction contract duration, with fifteen (15) days each of pre-construction and post-construction activities, for a total project period of one hundred and five (105) days.

This is a budgeted project, and funds are available in account line for Engineering - Roads, SR436 @ Howell BR - Minor Projects (077541.560670, Subledger #00191648).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Work Order #6 for PS-5183-05/MJB - Master Agreement for Continuing Contract - Minor Projects Construction & Engineering in the amount of \$117,664.40 to HDR Engineering, Inc., of Orlando, Florida to provide CEI Services for the Howell Branch Road at SR 436 Intersection Improvements.

ATTACHMENTS:

1. PS-5183-05 - Work Order 6 to HDR Engineering, Inc.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: 6

Master Agreement No.: PS-5183-05/MJB Dated: July 21, 2005

Contract Title: Master Agreement – Continuing Contract – Minor Projects Construction & Engineering
Inspection Services

Project Title: Howell Branch Rd at SR 436 Intersection Improvements

Consultant: HDR Engineering Inc.
Address: 315 East Robinson Street Suite 400
Orlando FL 32801

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services (Exhibit A)
- special conditions
- Line Item Rate Schedule (Exhibit B)

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within one hundred five (105) days of the effective date of this agreement.. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: ONE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SIXTY FOUR AND 40/100
DOLLARS (\$117,664.40)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Paul Bowdler
Secretary
Sr. Vice President
(CORPORATE SEAL)

By: *W. H. Wadsworth*
W.H. Wadsworth, Exec. Vice President
Date: *6-22-07*

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
Carlton D. Henley, Chairman

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

OC #802194 ON #18144

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT 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.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**PS-5183-05/MJB
Work Order # 6**

SCOPE OF SERVICES

Howell Branch Road at SR 436 Intersection Improvements

The services of a professional Consultant are required to provide Construction, Engineering and Inspection (CEI) services for intersection improvements located at the Howell Branch Road and SR 436 intersection.

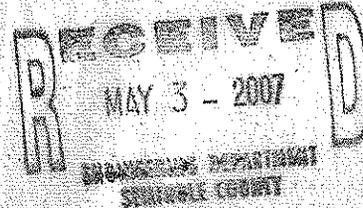
The CEI services to be performed under this work order will be based on the scope of services provided under the executed agreement, PS-5183-05/MJB. These services will include, but not be limited to, survey control, testing, management engineering services such as documentation and plan interpretation, and project oversight by Resident Engineer.

The time for completion of this project is based on a seventy-five (75) day estimated construction contract duration, with fifteen (15) days each of pre-construction and post-construction activities, for a total project period of one hundred and five (105) days.



May 2, 2007

Public Works Department – Engineering Division
Attn: William M. Glennon, P.E.
520 West Lake Mary Blvd., Suite 200
Sanford, FL 32773-7424



Re: SR-436 and Howell Branch Road Intersection – Add Turn Lanes
CEI Services Contract # PS 5183-05/MJB

Dear Mr. Glennon:

As requested attached please find HDR CCC's revised fee proposal for CEI Services for the referenced project.

The billing rates for the proposed staff are the same rates being used on the Markham Woods Road Outfall Realignment Project. The manhours are based on a project duration of 75 days.

I discussed the project with the proposed contractor (Southland Construction). The majority of the work will be performed at night due to the heavy traffic during the day time hours. However the contractor feels there will be some work activity that can be done during the day time that's out of the traffic area. With this information I have structured the manhours as follow:

1. The Senior Project Engineer will be at 20% of the contract duration of 75 days.
2. The Project Administrator will be at 100% of the project duration of 75 days plus 14 days for preconstruction activities, 14 days for post construction activities and straight overtime.
3. I have included 100% of the project duration of 75 days for a daytime inspector. It's difficult to determine the manhours that will be required. It will depend on the contractor's work schedule. The inspector will be on site only when the contractor is performing daytime work.
4. The administrative cost will be at 25% of the project duration of 75 days.
5. Vehicle costs of \$500.00 per month are included for the Senior Project Engineer, Project Administrator and Inspector.
6. Costs for soil, concrete and material testing are included.

We appreciate the opportunity to offer our services. HDR-CCC has enjoyed our past working relationship with Seminole County and I would welcome any questions you have and will provide, at your request, any additional information you may need.

Sincerely,

Dean A. Hilborne
Sr. Project Administrator

DAH:llr
Attachment

**Consultant CEI Firm Estimated Staffing Cost
CEI Services**

FIRM NAME: HDR CONSTRUCTION CONTROL CORPORATION
 PROJECT NAME: Howell Branch Road and SR-436 Intersection
 CITY/COUNTY: Casselberry / Seminole
 DATE PREPARED: 5/2/2007

POSITIONS	Apr-07			May-07			Jun-07			Jul-07			Man Months	Man Hours	Billing Rate*	Labor Costs
	ST MH	O/T MH	ST MH	O/T MH	ST MH	O/T MH	ST MH	O/T MH	ST MH	O/T MH						
	1	16.67	33.34	33.34	33.34	33.34	33.34	33.34	33.34	33.34	33.34	33.34				
2	83.34	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	3.50	658.35	\$97.90	\$64,452.47	
3		166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	2.50	416.68	\$58.21	\$24,254.94	
4	20.83	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	0.875	145.84	\$46.30	\$6,752.39	
5															\$111,789.40	
6															\$3,375.00	
7															\$115,164.40	
TOTAL	120.84	408.35	408.35	25.00	408.35	25.00	25.00	325.02	25.00	25.00	25.00		1262.56	Total Cost =	\$117,664.40	

* Approved Billing Rates

VEHICLE COSTS				
No.	Classifications	Cost Per Mo.	No. Months	Total Cost
1	Senior Project Engineer	\$ 500.00	0.75	\$ 375.00
2	Project Administrator	\$ 500.00	3.50	\$ 1,750.00
3	Inspector	\$ 500.00	2.50	\$ 1,250.00
	Total Vehicle Cost			\$ 3,375.00

6 Testing Lab \$ 2,500.00