

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #1 to PS-5102-01/BJC - Consultant Services Agreement for TMDL Development and Implementation Project

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Approve Amendment #1 to PS-5102-01/BJC with PBS&J, Inc., Orlando, Florida to increase the Not-To-Exceed Amount to \$975,000.00 over the term of the agreement.

County-wide

Ray Hooper

BACKGROUND:

PS-5102-01/BJC provides various professional services related to the development and implementation of the Total Maximum Daily Load (TMDL) process required by the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA) for Seminole County’s impaired water bodies.

The original Work Order-based Master Agreement was executed on January 8, 2002 and it provided for a term of eight (8) years with a Not To Exceed Amount of \$725,000.00 over the term of the agreement. Amendment #1 would provide for additional funding due to the evolving nature of the new federal and state TMDL regulatory program and for subsequent regulatory requirements. To date, the County has issued 7 Work Orders and staff has identified a total expenditure of \$657,381.00 or approximately 90% under the current Not-To Exceed Amount. This Amendment would provide an increase of \$250,000.00 to support the continued TMDL implementation in accordance with the approved Stormwater budget of \$300,000.00 over the remaining three (3) years of the Agreement. The following is the summary of the revised Not-To-Exceed Amount of \$975,000.00 over the total term of the agreement:

Original Not-To-Exceed Amount	\$725,000.00
Amendment #1	<u>\$250,000.00</u>
Revised Not-To-Exceed Amount	\$975,000.00

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to PS-5102-01/BJC with PBS&J, Inc., Orlando, Florida to increase the Not-To-Exceed Amount to \$975,000.00 over the term of the agreement.

ATTACHMENTS:

1. PS-5102-01_BJC Amendment 1 with PBS&J, Inc.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
TMDL DEVELOPMENT AND IMPLEMENTATION PROJECT
(PS-5102-01/BJC)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on January 8, 2002, between **PBS&J**, whose address is 482 South Keller Road, Orlando, Florida 32810, 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, CONSULTANT and COUNTY entered into the above-referenced Agreement on January 8, 2002, for consultant services related to the TMDL development and implementation project; 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 amended to read:

SECTION 5. COMPENSATION. 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 CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$975,000.00).

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.

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

ATTEST: PBS&J

BECKY S. SCHAFFER
Assistant Secretary

By: _____
JOHN B. ZUMWALT, III
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: _____
CARLTON HENLEY, 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:jjr
8/2/07
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