

TAB 7

Point Paper

PROFESSIONAL ENGINEERING CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1

PROBLEM:

The City of Palmetto's contracts for professional engineering services will expire in October of this year. It is necessary for the City to have access to professional engineers for the City's projects which include, but are not limited to, the following: Architectural, Road Improvements, Utility Improvements, Environmental Assessments, and Feasibility Studies along with Mapping & Surveying.

BACKGROUND:

A Request for Qualifications was published in 2006, describing the engineering needs of the City. Eighteen (18) engineering firms' submitted proposals for services. Staff reviewed the submitted proposals and selected eight engineering firms with varying specialties, many of which already serve the City. The eight firms approved by Commission are GWE, LFK, CPH, PBS&J, ZNS, TBE, JEA and Ghafari.

Staff is proposing to extend the Agreement for one (1) year for professional engineering services with each of the eight firms beyond the two (2) year period ending October of this year

ALTERNATIVES:

1. Do nothing.
2. Authorize the Mayor to execute Amendment No. 1 to extend the professional engineering services Agreement with GWE, LFK, CPH, PBS&J, ZNS, TBE, JEA and Ghafari for one (1) year, as per Article 4 of the original Agreement.

RECOMMENDATION:

Staff recommends Alternative #2; authorize the Mayor to execute Amendment No. 1 to extend the professional engineering services Agreement with GWE, LFK, CPH, PBS&J, ZNS, TBE, JEA and Ghafari for one (1) year, as per Article 4 of the original Agreement.

Budget Impact: None

**PROFESSIONAL ENGINEERING CONSULTING SERVICES
AGREEMENT**

AMENDMENT NO. 1

EXHIBIT A to each of the Professional Engineering Consulting Services for General Engineering Projects - Amendment No. 1 is on file in the City Clerk's office.

AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS

[POST, BUCKLEY, SCHUH & JERNIGAN, INC.]

THIS AGREEMENT is made and entered into by and between the CITY OF PALMETTO, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and POST, BUCKLEY, SCHUH & JERNIGAN, INC., hereinafter called "the Consultant," duly authorized to conduct business in the State of Florida, with offices located at 5300 West Cypress Street, Suite 200, Tampa, Florida 33607.

WHEREAS, on October 5, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

WHEREAS, the City finds that the continuation of services for an additional year by execution of this Amendment No. 1 is in the best interest of the public health, safety and welfare.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

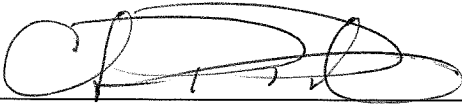
1. The duration of the Agreement shall be extended by one (1) year, commencing October 5, 2008 and ending October 4, 2009.
2. Exhibit B to the Agreement shall be removed and replaced in its entirety with the Exhibit B, attached hereto and incorporated herein, and entitled "AMENDED CONSULTANT FEE RATE SCHEDULE".
3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement as amended by this First Amendment including Article 7, pertaining to adjustment of Consultant's fee rate schedule upon renewal or extension of the contract term.

The parties hereto have caused this Amendment Number One to Agreement for Professional Engineering Consulting Services to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

Carol Jotham
Print name: CAROL JOTHAM

By: 

Charles P. Putman, P.E., Vice President

Bryan Zoller
Print name: BRYAN ZOLLER

Date: 8/18/08

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

EXHIBIT "B"

PBS&J CITY OF PALMETTO CONSULTING ENGINEERING SERVICES

FEE RATE SCHEDULE October 5, 2008 to October 4, 2009

CLASSIFICATION	\$/HR
Principal In Charge	213.00
Program Manager	190.00
Senior Project Manager	163.00
Project Manager	152.00
Senior Engineer IV	145.00
Senior Engineer II	121.00
Senior Engineer I	105.00
Engineer II	79.00
Engineer I	74.00
Senior Hydrogeologist	147.00
Hydrogeologist II	121.00
Hydrologist I	79.00
Senior Env Scientist IV	156.00
Senior Env Scientist II	141.00
Environmental Scientist II	84.00
Environmental Scientist I	71.00
Three-Man Survey Crew	152.00
Survey Manager	146.00
Senior Surveyor I	123.00
Senior Designer	83.00
CADD Operator	70.00
Administrative Assistant	65.00
Clerical	53.00

The hourly billing rate for any personnel not listed shall be determined by multiplying their actual hourly salary times a factor of 3.15.

Costs for Professional Associates (whose expertise is required to complete the project) shall be charged at actual costs plus an administrative charge of five percent (5%).

The above hourly rates include direct expenses for copies, reproductions, travel, shipping, communications and computer charges. No separate charge will be made for these items.

AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS

[JONES, EDMUNDS & ASSOCIATES, INC.]

THIS AGREEMENT is made and entered into by and between the CITY OF PALMETTO, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and Jones, Edmunds & Associates, Inc., hereinafter called "Consultant," duly authorized to conduct business in the State of Florida, with offices located at 730 NE Waldo Rd., Gainesville, Florida 32641.

WHEREAS, on December 5, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

WHEREAS, the City finds that the continuation of services for an additional year by execution of this Amendment No. 1 is in the best interest of the public health, safety and welfare.

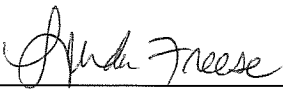
NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The duration of the Agreement shall be extended by one (1) year, commencing December 5, 2008 and ending December 4, 2009.
2. Exhibit B to the Agreement shall be removed and replaced in its entirety with the Exhibit B, attached hereto and incorporated herein, and entitled "AMENDED CONSULTANT FEE RATE SCHEDULE".
3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement as amended by this First Amendment including Article 7, pertaining to adjustment of Consultant's fee rate schedule upon renewal or extension of the contract term.

The parties hereto have caused this Amendment Number One to Agreement for Professional Engineering Consulting Services to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

JONES, EDMUNDS & ASSOCIATES, INC.



Print name Linda Freese

JFW By: 

Name: Stanley F. Ferreira, Jr., P.E.



Print name: JoAnne Talamo

Title: Chief Operating Officer

Date: 8/20/08

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

EXHIBIT "B"
Jones Edmunds & Associates, Inc.
AMENDED CONSULTANT FEE RATE SCHEDULE
Through December 4, 2009

Title	Hourly Rate 2006	Hourly Rate 2008
Project Officer	\$215	\$233
Senior Project Manager (Registered PE, PG, AIA)	\$175	\$189
Project Manager (Registered PE, PG, AIA)	\$155	\$168
Project Manager (Non-Registered)	\$115	\$124
Senior Research Engineer, Scientist, Architect	\$185	\$200
Research Engineer, Scientist, Architect	\$170	\$184
Senior Project Engineer, Scientist, Architect	\$150	\$162
Project Engineer, Scientist, Architect	\$120	\$130
Engineer Intern, Geologist, Hydrogeologist, Intern Architect	\$95	\$103
Designer (BS, MS, or Ph.D. Engineering)	\$85	\$92
Senior Ecologist	\$135	\$146
Ecologist	\$90	\$97
Senior CADD Designer	\$115	\$124
CADD Designer	\$80	\$87
Senior CADD Technician	\$75	\$81
CADD Technician	\$60	\$65
CADD Operator	\$50	\$54
Senior GIS Programmer/Analyst	\$100	\$108
GIS Programmer/Analyst	\$95	\$103
GIS Coordinator	\$90	\$97
Senior GIS Analyst	\$85	\$92
GIS Analyst	\$80	\$87
Senior GIS Technician	\$75	\$81
GIS Technician	\$50	\$54
Senior Database Administrator	\$115	\$124
Database Administrator	\$85	\$92
Environmental Data Analyst	\$75	\$81
Senior Field Technician Environmental	\$70	\$76
Field Technician Environmental	\$65	\$70
Senior Construction Administrator	\$120	\$130
Construction Administrator	\$105	\$114
Senior Field Representative Construction	\$90	\$97
Field Representative Construction	\$80	\$87
Resident Observer	\$80	\$87
Construction Project Coordinator	\$70	\$76
Senior Administrative Assistant	\$70	\$76
Administrative Assistant	\$60	\$65
Graphics Technician	\$65	\$70

CPI December 2006 = 201.8

CPI December 2007 = 210.036 [4.08% increase; capped at 4% annually]

CPI June 2008 = 218.8 [4.17% increase; capped at 4% annually]

Calculation = 12/2006 + 4% = 12/2007; 12/2007 + 4% = 6/2008

Rates rounded to nearest whole dollar

AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS

[LOMBARDO, FOLEY & KOLARIK, INC.]

THIS AGREEMENT is made and entered into by and between the CITY OF PALMETTO, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and Lombardo, Foley & Kolarik, Inc., hereinafter called "Consultant," duly authorized to conduct business in the State of Florida, with offices located at 825 4th Street West, Palmetto, Florida 34221.

WHEREAS, on October 5, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

WHEREAS, the City finds that the continuation of services for an additional year by execution of this Amendment No. 1 is in the best interest of the public health, safety and welfare.

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3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement as amended by this First Amendment including Article 7, pertaining to adjustment of Consultant's fee rate schedule upon renewal or extension of the contract term.

The parties hereto have caused this Amendment Number One to Agreement for Professional Engineering Consulting Services to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

LOMBARDO, FOLEY & KOLARIK, INC.

Shera Mays

Print name Shera Mays

Judy M. Wilson

Print name: Judy M. Wilson

By: Robert J. Lombardo

Name: ROBERT J. LOMBARDO

Title: PRESIDENT

Date: AUGUST 13, 2008

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

EXHIBIT "B"
Lombardo, Foley & Kolarik, Inc.
FEE RATE SCHEDULE

Charges for professional services provided by Lombardo, Foley & Kolarik, Inc. (LF&K) shall include:

- (1) hourly fees for individuals actively working on the project;
- (2) reimbursement of expenses; and
- (3) reimbursement of any subcontractor's and/or other special cost.

HOURLY FEE SCHEDULE

Fees will be charged in accordance with the following schedule:

<u>ENGINEERING DIVISION</u>	<u>RATE/HOUR</u>
Principal Engineer/P.E.	\$185.00
Project Manager/P.E.	\$142.00
Project Engineer III/Project Manager III	\$127.00
Project Engineer II/Project Manager II	\$ 95.00
Project Engineer I/Project Manager I	\$ 74.00
Designer/Technician III/Const. Observ. III	\$ 90.00
Designer/Technician II/Const. Observ. II	\$ 63.00
Designer/Technician I/Const. Observ. I	\$ 53.00
Draftsman/Illustrator III	\$ 74.00
Draftsman/Illustrator II	\$ 63.00
Draftsman/Illustrator I	\$ 53.00
Administrative/Clerical	\$ 53.00

SURVEYING DIVISION**RATE/HOUR**

Principal Surveyor/P.L.S.	\$158.00
Project Surveyor/P.L.S.	\$132.00
Project Surveyor III	\$ 95.00
Project Surveyor II	\$ 69.00
Project Surveyor I	\$ 58.00
Survey Technician III	\$ 63.00
Survey Technician II	\$ 53.00
Survey Technician I	\$ 47.00
Draftsman III	\$ 74.00
Draftsman II	\$ 63.00
Draftsman I	\$ 53.00
Administrative/Clerical	\$ 53.00
4 Man Field Crew	\$127.00
3 Man Field Crew	\$111.00
2 Man Field Crew	\$ 95.00
Survey Boat/Motor	\$ 95.00/day

NOTE: Field Crew rates include electronic equipment, four-wheel drive vehicle and travel time to and from LF&K.

PLANNING DIVISION**RATE/HOUR**

Principal Planner	\$132.00
Senior Planner	\$116.00
Project Planner	\$ 95.00

**AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS**

[Ghafari Associates, Inc.,]

THIS AGREEMENT is made and entered into by and between the **CITY OF PALMETTO**, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and Ghafari Associates, Inc., hereinafter called "Consultant," duly authorized to conduct business in the State of Florida, with offices located at 5373 Ehrlich Road, Suite 203, Tampa, Florida 33625.

WHEREAS, on October 16, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as **Exhibit A** (" Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

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1. The duration of the Agreement shall be extended by one (1) year, commencing October 16, 2008 and ending October 15, 2009.
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3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement as amended by this First Amendment including Article 7, pertaining to adjustment of Consultant's fee rate schedule upon renewal or extension of the contract term.

The parties hereto have caused this Amendment Number One to Agreement for Professional Engineering Consulting Services to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

GHAFARI ASSOCIATES, INC.,

Dhlypa

By: [Signature]

Print name DAKSHA SEJPAL

Name: Samer AlGhafari

[Signature]

Title: President

Print name: Suzan Cheikh

Date: 8/18/08

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

Standard Fee Schedule
For 2008

STAFF

PER HOUR

Principal Engineer	\$ 151.00
Director Engineer	\$ 151.00
Director of Surveying	\$ 140.00
Senior Planner	\$ 151.00
Survey Manager	\$ 119.00
3-Man Crew	\$ 157.00
2-Man Crew	\$ 130.00
Environmental Scientist	\$ 119.00
Project Engineer	\$ 113.00
Project Manager	\$ 113.00
Senior Designer / Design Engineer	\$ 103.00
Designer / Engineer Intern	\$ 92.00
CADD Technician	\$ 81.00
Landscape Architect	\$ 119.00
Bookkeeper	\$ 76.00
Administrative Staff	\$ 49.00

EXPENSES

Mileage	\$ 0.55 per mile
Applicable in limited situation only)	

PRINTS, MATERIALS AND REIMBURSABLE EXPENSES

COST

Mylar	\$ 16.00 Each
Black & White Copies or Prints (8 1/2" x 11")	\$ 0.30 Each
Black & White Copies or Prints (11" x 17")	\$ 0.30 Each
Black & White Copies or Prints (24" x 36")	\$ 1.45 Each
Color Copies or Prints (8 1/2" x 11")	\$ 1.10 Each
Color Copies or Prints (11" x 17")	\$ 1.60 Each

Out-of-pocket expenses at cost plus 15%, including fees and permits. Subconsultants and outside contractors at cost plus 15%.

AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS

[GIFFELS-WEBSTER ENGINEERS, INC.]

THIS AGREEMENT is made and entered into by and between the CITY OF PALMETTO, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and GIFFELS-WEBSTER ENGINEERS, INC., hereinafter called "the Consultant," duly authorized to conduct business in the State of Florida, with offices located at 900 Pine Street, Suite 225, Englewood, Florida 34223.

WHEREAS, on October 5, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A (" Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

WHEREAS, the City finds that the continuation of services for an additional year by execution of this Amendment No. 1 is in the best interest of the public health, safety and welfare.

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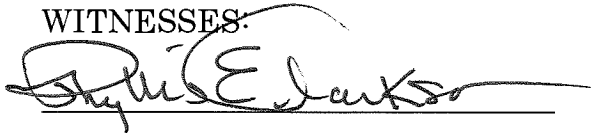
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WITNESSES:



Print name **Phyllis E. Clarkson**



Print name: **Sherrie Pollard**

GIFFELS-WEBSTER ENGINEERS, INC.

By: 

Name: **Jonathan H. Cole**

Title: **President**

Date: **August 13, 2008**

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

EXHIBIT B

SCHEDULE OF FEES
FOR ENGINEERING SERVICES

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Clerical-Technical Services.....	\$52.00 per hour
Construction Inspector.....	\$73.00 per hour
Certified Building Inspector/Plan Reviewer.....	\$88.00 per hour
Construction Administrator.....	\$78.00 per hour
Environmental Specialist.....	\$88.00 per hour
Data Collection Assistant.....	\$57.00 per hour
Crew Chief.....	\$68.00 per hour
Engineer Technician.....	\$78.00 per hour
Senior Designer/Senior Engineering Technician.....	\$83.00 per hour
Design Engineer.....	\$104.00 per hour
Project Manager/Senior Engineer.....	\$130.00 per hour
Principal.....	\$156.00 per hour
Expert Witness.....	\$260.00 per hour

Note: Land Surveying and Landscaping Services are sub-contracted to outside firms. Outside services used will be billed at invoice amount, plus 15% for handling and are not included in the lump sum fees or estimates.

SUBSURFACE UTILITY ENGINEERING

<u>EQUIPMENT CATEGORY</u>	<u>RATE</u>
● <u>GROUND PENETRATING RADAR</u>	
(Not including "Potholing")	\$203.00 per hour (4 Hr. Min)
● <u>SUBSURFACE UTILITY LOCATE TEST HOLES ("Potholes")</u>	
Not Under Pavement	\$156.00 Each
Under Pavement	\$364.00 Each
Mobilization/Demobilization/Clean-Up	\$286.00 Each
(For Vac-Tron Work Only)	
Maintenance of Traffic	\$187.00/Setup
● <u>ELECTRONIC DESIGNATING</u>	\$0.63/L.F.
(Electrically Conductive Material Only)	

**Blueprints: •24X36=\$ 2.50 •18X24=\$ 1.50•11X17=\$.50 •8-1/2X14=\$.25 •8-1/2X11=\$.20
**Mylar Sepia: • 24X36=\$15.00 **Transbond: • 24X36=\$ 7.50 **Compact Disk (CD) & 3-1/4
**Disk rates will be quoted. **Cost for items in excess of contractual deliverables.

**AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS**

[ZNS Engineering, LC]

THIS AGREEMENT is made and entered into by and between the **CITY OF PALMETTO**, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and **ZNS ENGINEERING, LC**, hereinafter called "Consultant," duly authorized to conduct business in the State of Florida, with offices located at 201 5th Avenue Drive East, Bradenton, Florida 34208.

WHEREAS, on October 16, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A (" Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

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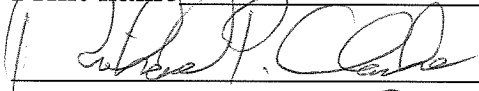
ZNS ENGINEERING, L.C.

Diana L. Hubbard

By: 

Print name Diana L. Hubbard

Name: Leonard J. Najjar



Title: President

Print name: Richard P. Clarke

Date: 8/13/08

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

**CITY OF PALMETTO
RATE SCHEDULE
(October 16, 2008 – October 15, 2009)**

Principal or Professional Engineer		\$ 157.00 per hour
Professional Land Surveyor or Land Planner		\$ 125.00 per hour
Professional Landscape Architect/Environmentalist		\$ 125.00 per hour
Expert Witness Testimony (Trial/Arbitration/Deposition)		\$ 179.00 per hour
Graduate Engineer or Senior Designer		\$ 117.00 per hour
Technician, Designer, Senior Drafter or Field Representative		\$ 80.00 per hour
Junior Drafter		\$ 62.00 per hour
Survey Crew (Four Man Crew)		\$ 147.00 per hour
Survey Crew (Three Man Crew)		\$ 131.00 per hour
Survey Crew (Two Man Crew)		\$ 106.00 per hour
Aide (Technical Secretary)		\$ 45.00 per hour
Special Surveying Equipment:	Boat and motor	\$ 713.00 per day
	Trimble 440 RTK System (GPS)	\$ 718.00 per day
Materials:		
	Plans, including submittals	\$ 1.00 each
	Mylars	\$ 11.00 each
	Photocopies (specifications, etc.)	\$.12 each
	Iron pipe or re-bar (3/4" x 24")	\$ 17.00 each
	Surveyor's certified concrete monument	\$ 62.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred.

Submittal fees required by governmental agencies are the responsibility of the client.

Invoices will be sent monthly, representing services performed during the previous month. Payment is due upon receipt of invoice, and will be considered past due if not paid within 30 days.



**AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS**

[TBE GROUP, INC.]

THIS AGREEMENT is made and entered into by and between the **CITY OF PALMETTO**, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and **TBE GROUP, INC.**, hereinafter called "the Consultant," duly authorized to conduct business in the State of Florida, with offices located at 380 Park Place Blvd, Suite 300, Clearwater, Florida 33759.

WHEREAS, on October 16, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

WHEREAS, the City finds that the continuation of services for an additional year by execution of this Amendment No. 1 is in the best interest of the public health, safety and welfare.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The duration of the Agreement shall be extended by one (1) year, commencing October 16, 2008 and ending October 15, 2009.

2. Exhibit B to the Agreement shall be removed and replaced in its entirety with the Exhibit B, attached hereto and incorporated herein, and entitled "AMENDED CONSULTANT FEE RATE SCHEDULE".

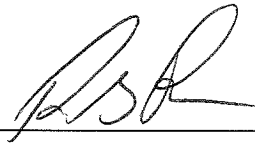
3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement as amended by this First Amendment including Article 7, pertaining to adjustment of Consultant's fee rate schedule upon renewal or extension of the contract term.

The parties hereto have caused this Amendment Number One to Agreement for Professional Engineering Consulting Services to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

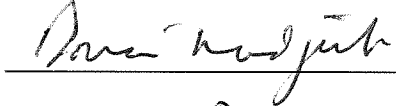
TBE GROUP, INC.



By: 

Print name DAVID A. O'CONNOR

Name: Robert G. Brown, PE



Title: Senior Vice President

Print name: Dorian Modjeski

Date: August 14, 2008

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____



**2008/09 STANDARD RATES
COMPENSATION FOR PROFESSIONAL SERVICES**

	Hourly Rate
Professional Engineer III	\$163
Professional Engineer II	\$133
Professional Engineer I	\$108
Engineer III	\$120
Engineer II	\$90
Engineer I	\$78
Professional Planner III	\$145
Professional Planner II	\$108
Professional Planner I	\$90
Planner III	\$78
Planner II	\$72
Planner I	\$66
Professional Landscape Architect III	\$157
Professional Landscape Architect II	\$108
Professional Landscape Architect I	\$96
Landscape Architect III	\$90
Landscape Architect II	\$78
Landscape Architect I	\$60
Professional Scientist III	\$133
Professional Scientist II	\$108
Professional Scientist I	\$96
Scientist III	\$90
Scientist II	\$78
Scientist I	\$66
Professional Surveyor III	\$139
Professional Surveyor II	\$108
Professional Surveyor I	\$102
Surveyor III	\$90
Surveyor II	\$78
Surveyor I	\$66
Technician VI	\$84
Technician V	\$72
Technician IV	\$66
Technician III	\$54
Technician II	\$48
Technician I	\$42
Senior Principal	\$217
Principal	\$205
Senior Professional	\$193
Administrative Manager	\$163
Administrative Supervisor II	\$127
Administrative Supervisor I	\$108
Project Administrator III	\$114
Project Administrator II	\$90
Project Administrator I	\$66
GIS Analyst	\$145
GIS Programmer	\$145
GIS Technician II	\$108
GIS Technician I	\$90
Brownfields Specialist	\$108
Brownfields Economic Development Director	\$151
Senior Professional Hydrogeologist	\$163
Senior Professional Geologist/Project Director	\$175

Subsurface Utility Engineering	Unit Rate
Testhole (0-6 feet) per Testhole	\$ 771
Testhole (>6 feet) per Foot	\$ 129
Designating per Linear Foot	\$ 1.71

AMENDMENT NO. 1
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR GENERAL ENGINEERING PROJECTS

[CPH ENGINEERS, INC.]

THIS AGREEMENT is made and entered into by and between the CITY OF PALMETTO, a Florida Municipal Corporation, hereinafter referred to as the "City," with offices located at 516 8th Avenue West, Palmetto, Florida 34221, and CPH ENGINEERS, INC., hereinafter called "the Consultant," duly authorized to conduct business in the State of Florida, with offices located at 500 West Fulton Street, Sanford, Florida 32771.

WHEREAS, on October 5, 2006, the parties hereto entered into an Agreement for Professional Engineering Consulting Services, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement is to remain in full force and effect for a period of two (2) years but may be renewed for two (2) additional periods, each of one (1) year; and

WHEREAS, the City has determined a need for services beyond the initial two (2) year period; and

WHEREAS, the City finds that the continuation of services for an additional year by execution of this Amendment No. 1 is in the best interest of the public health, safety and welfare.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The duration of the Agreement shall be extended by one (1) year, commencing October 5, 2008 and ending October 4, 2009.

2. Exhibit B to the Agreement shall be removed and replaced in its entirety with the Exhibit B, attached hereto and incorporated herein, and entitled "AMENDED CONSULTANT FEE RATE SCHEDULE".

3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement as amended by this First Amendment including Article 7, pertaining to adjustment of Consultant's fee rate schedule upon renewal or extension of the contract term.

The parties hereto have caused this Amendment Number One to Agreement for Professional Engineering Consulting Services to be fully executed, in duplicate, by their authorized representatives.

WITNESSES:

CPH ENGINEERS, INC.

Misha McKinzie Smiley

Print name Misha McKinzie Smiley

Andrea Vigil

Print name: Andrea Vigil

By: Judson Pankey

Name: JUDSON PANKEY

Title: SR VP

Date: 8/13/08

ATTEST: JAMES R. FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

Rates & Reimbursables

Category	Rate
Sr. Principal	\$161.55
Sr. Project Manager	\$150.78
Project Manager	\$140.01
Senior Professional Engineer	\$134.63
Professional Engineer	\$129.24
Sr. Permit Coordinator/Manager	\$118.47
Sr. Engineering Manager	\$123.86
Engineering Manager	\$113.09
Sr. Design Engineer	\$107.70
Design Engineer EIT	\$102.32
Principal Traffic Engineer	\$150.78
Sr. Traffic Engineer II	\$150.78
Sr. Traffic Engineer I	\$134.63
Sr. Traffic Analyst	\$118.47
Traffic Analyst	\$102.32
Traffic Engineer	\$129.24
Sr. ITS Project Manager	\$134.63
Sr. Traffic E.I.	\$113.09
Traffic E.I.	\$102.32
Environmental Scientist Director	\$134.63
Environmental Scientist V	\$102.32
Environmental Scientist IV	\$91.55
Environmental Scientist III	\$80.78
Environmental Scientist II	\$70.01
Environmental Scientist I	\$64.62
Sr. GIS Analyst	\$91.55
GIS Specialist	\$75.39
Sr. Arborist	\$123.86
Principal Planner	\$150.78
Sr. Planner	\$129.24
Planner 1	\$96.93
Planner	\$80.78
Principal Architect	\$150.78
Sr. Architect	\$140.01
Architect	\$118.47
Sr. Design Architect	\$102.32
Design Architect	\$91.55
Architect Coordinator	\$80.78

Category	Rate
Principal Landscape Architect	\$150.78
Sr. Landscape Architect	\$123.86
Landscape Architect	\$102.32
Sr. Landscape Designer	\$96.93
Landscape Designer	\$80.78
Sr. Project Coordinator	\$96.93
Project Coordinator	\$86.16
Sr. Design Technician	\$102.32
Design Technician	\$91.55
Sr. CADD Technician	\$80.78
CADD Technician	\$75.39
CADD Operator	\$64.62
Administrative	\$70.01
Clerical II	\$53.85
Clerical I	\$37.70
Sr. Construction Manager	\$118.47
Construction Manager	\$102.32
Construction Field Representative II	\$96.93
Construction Field Personnel I	\$75.39
Principal Surveyor	\$145.40
Sr. Professional Surveyor	\$129.24
Professional Surveyor and Mapper	\$123.86
Surveyor in Training	\$96.93
Survey Project Manager/CADD	\$96.93
Survey Party Chief	\$70.01
Survey Instrument Man	\$59.24
Surveying Sr. CADD Tech	\$80.78
Surveying CADD Tech	\$70.01
Surveying COP	\$59.24
Survey Crew (2 Man)	\$129.24
Survey Crew (Construction Staking - 2 Man)	\$161.55
Survey Crew (3 Man)	\$156.17
GPS (1 Man)	\$129.24
GPS (2 Man)	\$166.94
Scanner/Laser Survey Crew	\$269.25

Schedule of Reimbursable Charges

Copies (B&W)		Plots (B&W)		Mileage	At Current IRS Rates
8.5 x 11	\$0.05 Each	11 X 17	\$0.21 Each	Phone	At Cost
8.5 x 14	\$0.10 Each	12 X 18	\$0.24 Each	Postage	At Cost
11 x 17	\$0.20 Each	15 X 21	\$0.35 Each	Outside Reimbursables	At Cost
		34 X 22	\$0.83 Each		
Copies (Color)		24 X 36	\$0.96 Each		
8.5 x 11	\$1.00 Each	30 X 42	\$1.42 Each		
8.5 x 14	\$1.50 Each	36 X 48	\$1.92 Each		
11 x 17	\$2.00 Each				
		Plots (Color/Bond)			
Mylars		24 x 36	\$36.00 Each		
24 x 36	\$9.00 Each	30 x 42	\$52.50 Each		
32 x 42	\$13.00 Each	36 x 48	\$72.00 Each		

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: July 22, 2008