

**16. Approve Amendment #6 to PS-549-00/BJC – Architectural and Engineering Services for the Seminole County New Criminal Justice Center and Renovation of Existing Courthouse, with HKS Architects, Inc. of Tampa, FL (add \$91,000.00 to Existing Courthouse Renovations).**

PS-549-00/BJC was approved by the Board in November, 2000 and provides for programming, architectural and engineering services for the new Criminal Justice Center and for renovations to the existing courthouse. Amendment #6 will provide for additional services regarding the renovation of the existing courthouse.

The Architects fee for the renovation of the existing courthouse was based on the limited scope of services available at that time. Since then, the scope of services needed for renovation of the existing Courthouse has been refined and expanded. Piping failures this summer have shown the need for the replacement of the Heating and Condenser Water piping. This replacement was not anticipated at the time of contract award. The additional cost for the engineering services needed for this replacement is \$37,500.

Other additional services to be included in the architects scope of services are adding security vestibules in the lobby, extensive interior re-work to move CDD and the Sheriff's office to the third floor, additional furniture selection for public areas, more extensive redesign in the of the courtroom area and judges benches – including the re-design of Courtroom F to a jury courtroom. The fee for all of these additional services is \$53,500.

The total additional fixed fee to cover both of the additional scope items is \$91,000. This is an approximately 3% increase over the original contract amount. The following is a summary of the cost of PS-549-00/BJC:

|  |                   |
|--|-------------------|
| Original Contract Amount-Professional Services | \$2,995,920       |
| Original Contract Amount-Reimbursable Expense  | <u>\$ 150,000</u> |
| Original Contract Amount-Total                 | \$3,145,920       |
| Amendments #1 through #5                       | 94,123            |
| Amendment #6-Add                               | <u>91,000</u>     |
| New Total Contract Amount                      | \$3,331,043       |

The new contract total amount is broken down into \$3,116,043 for professional services and \$215,000 for reimbursable expenses.

Administrative Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute the Amendment as prepared by the County Attorney's Office.

**SIXTH AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT  
(PS-549-00/BJC)  
SEMINOLE COUNTY NEW CRIMINAL JUSTICE CENTER  
AND RENOVATION OF EXISTING COURTHOUSE**

**THIS FIFTH AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 8<sup>th</sup> day of November, 2000, as amended on May 30, 2002, October 9, 2002, March 19, 2003, July 22, 2003 and on August 19, 2003, between **HKS ARCHITECTS, INC.**, whose address is 225 East Robinson Street, Suite 405, Orlando, Florida 32801, 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**, the CONSULTANT and COUNTY entered into the above-referenced Agreement on November 8, 2000, as amended on May 30, 2002, October 9, 2002, March 19, 2003, July 22, 2003 and on August 19, 2003, for architectural and engineering services for the Seminole County new Criminal Justice Center and renovation of the existing Courthouse; and

**WHEREAS**, the parties desire to amend the Agreement so as to increase the amount of compensation payable to the CONSULTANT for basic services; and

**WHEREAS**, Section 22 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. The parties agree to increase the compensation paid to the CONSULTANT for Basic Services by the fixed fee sum of NINETY-ONE

THOUSAND AND NO/100 DOLLARS (\$91,000.00). The total fixed fee compensation for Basic Services through this Fifth Agreement is the fixed sum of THREE MILLION ONE HUNDRED SIXTEEN THOUSAND FORTY-THREE AND NO/100 DOLLARS (\$3,116,043.00), with TWO HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$215,000.00) payable for reimbursable expenses. In no event shall CONSULTANT be paid more than the fixed fee sums as stated above.

2. The County Manager is hereby authorized to execute this Amendment on behalf of the COUNTY.

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:

HKS ARCHITECTS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
G. CRAIG WILLIAMS  
Senior Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE  
County Manager

\_\_\_\_\_

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 Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Attorney

AC/gn  
1/12/04  
5am-ps-549