

24. Approve Amendment #1 to PS-5125-02/BJC – Cross Seminole Trail South – Phase II with Reynolds, Smith and Hills, Inc., (\$18,955.27).

PS-5125-02/BJC provides for professional design services for the Cross Seminole Trail North – Phase III project. Improvements will include the existing trail corridor between Red Bug Lake Road and Franklin Street East, also including a 15' wide paved multi-use trail and un-paved trail for hiking and equestrian use. Amendment #1 will provide for environmental permitting requirements of St. Johns River Water Management District (SJRWMD), and Army Corps of Engineers (ACOE) for wetland impacts within the corridor during construction. Additionally, a 5' wide sidewalk extension is needed along the east side of SR 426 to connect the proposed trail.

The following is a summary of the cost of the contract:

Original Contract Sum	\$175,000.00
Add Amendment #1	<u>18,955.27</u>
Revised Contract Sum	\$193,955.27

Funds are available in account number 077533-56068000, CIP #DI50291X. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board approve and authorize the County Manager to execute Amendment #1.

**FIRST AMENDMENT TO DESIGN AND ENVIRONMENTAL PERMITTING SERVICES
(PS-5125-02/B.JC) CROSS SEMINOLE TRAIL SOUTH - PHASE III**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 6th day of February, 2003 between **REYNOLDS, SMITH AND HILLS, INC.**, whose address is 3670 Maguire Boulevard, Suite 300, Orlando, Florida 32803, 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 February 6, 2003 for design and environmental permitting services for the Cross Seminole Trail South, Phase III; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the amount of compensation paid to the CONSULTANT; and

WHEREAS, Section 19 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 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of ONE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED FIFTY-FIVE AND 27/100 DOLLARS (\$193,955.27). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be

paid more than the negotiated fee stated above. Compensation shall be paid to the CONSULTANT at the rates as set forth in Exhibit "B," Rate Schedule, attached hereto and incorporated herein.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If COUNTY determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

2. Exhibit "A" of the Agreement is amended by the addition of services as indicated in Exhibit "A," attached hereto.

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:

REYNOLDS, SMITH AND HILLS, INC.

By: _____
JOSEPH N. DELOS
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.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
1/28/04
lam-ps-5125

Exhibit A
Cross Seminole Trail South Phase III
Scope of Services

1.0 St. Johns River Water Management District (District)

Environmental permitting through the District is a requirement of the District and a significant element of this project. Any activities involving the District on behalf of this project: pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc., are of keen interest to the COUNTY. Consequently, the CONSULTANT is to actively involve the COUNTY's Project Manager in all of these activities.

1.0.1 The CONSULTANT will prepare a Standard Environmental Permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.

1.0.1.1 The CONSULTANT will prepare profiles for use in the permit package.

1.0.1.2 The CONSULTANT will prepare plan revisions for RAIs.

1.0.1.3 The CONSULTANT will prepare written descriptions for the wetlands, Outstanding Florida Waters and Endangered and Threatened Species for use in the permit package.

1.0.2 The CONSULTANT will professionally endorse the permit package(s) for District permitting and any regulatory agency-exercising jurisdiction with the COUNTY as applicant. The CONSULTANT is responsible for agency coordination, all fees and information, permit package submittals, and subsequent requests for additional information necessary to secure permits from these regulatory agencies.

1.0.3 Should an Army Corps of Engineers (ACOE) permit be required by the District, Exhibit B includes an approximate fee of \$3,955.27 for the scope of work.

2.0 SR 426 Interim Improvement

The segment of the trail from SR 426 to Aulin Avenue will be included by FDOT in the proposed SR 426 improvements; however, since the project will not be let until 2006, the COUNTY has requested that the CONSULTANT design an interim improvement along the east side of SR 426.

2.0.1 The CONSULTANT will prepare all necessary and required construction plans for a 5-foot sidewalk on the east side of SR 426 from the existing sidewalk to the trail adjacent to Aulin Avenue.

2.0.2 The construction plans will be developed from the SR 426 survey and record drawings provided by FDOT.

Master Summary - Estimate of Work Effort & Fee Proposal

State Project No.:
 W.P.I. No.:
 F.A.P. No.:
 RFP No.: PS-5125-02/BJC

Consultant: Reynolds, Smith and Hills, Inc.
 Date Prepared: January 7, 2004

Job Description: Design and Environmental Permitting Services for Cross Seminole Trail South - Phase III

Work Element / Activity	Project Manager		Chief Engineer / Designer		Senior Engineer / Designer		Engineer / Designer				CADD Technician		Clerical		Total Man Hours	Salary Cost By Activity	Average Hourly Rate	
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	By Activity			
Administration																\$0.00	#DIV/0!	
Public Involvement																\$0.00	#DIV/0!	
Data Collection																\$0.00	#DIV/0!	
Survey Documents																\$0.00	#DIV/0!	
Final Design & Specifications	2	\$32.49		\$41.57		\$36.78	8					14	\$20.70		24	\$354.78	\$14.78	
Environmental & Permitting	12	\$32.49		\$41.57	55	\$36.78		\$25.82				79	\$20.70	4	\$12.96	150	\$4,099.92	\$27.33
Utility & Agency Coordination																\$0.00	#DIV/0!	
Post Design Services																\$0.00	#DIV/0!	
Totals	14	\$32.49	0	\$41.57	55	\$36.78	8	\$25.82				93	\$20.70	4	\$12.96	174	\$4,454.70	\$25.60

Total Per Classification	\$ 454.86	\$ -	\$ 2,022.90	\$ 206.56		\$ 1,925.10	\$ 51.84
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Total Burdened Salary Costs By Activity

Administration	\$0.00
Public Involvement	\$0.00
Data Collection	\$0.00
Survey Documents	\$0.00
Final Design & Specifications	\$1,031.77
Environmental & Permitting	\$11,923.39
Utility & Agency Coordination	\$0.00
Post Design Services	\$0.00
*Total	\$12,955.16

Total Contract Fee Computations

Total Activity Salary Costs	\$4,454.70
1.) Overhead Additives	
a.) Administrative & General Overhead and Fringe Benefits	162.00% \$7,216.61
Subtotal (Salaries + Combined Overhead)	\$11,671.31
2.) Operating Margin Cost (Fixed Fee)	11.00% \$1,283.84
*Subtotal (Burdened Salaries + Operating Margin)	\$12,955.15
3.) Misc. & Direct/Out of Pocket Expenses (LS)	\$235.84
3.) Drainage Permitting Fees (LS)	\$1,000.00
5.) Subconsultant Fees	\$4,764.28
TOTAL MAXIMUM LIMITING FEE	\$18,955.27

Subconsultants

EMS	\$3,559.00
EMS (ACOE)	\$1,205.28
TOTAL SUBCONSULTANT FEES	\$4,764.28

* THESE AMOUNTS SHOULD BE EQUAL(+/- \$0.05)