

27. Approve Amendment #2 to M-336-02/BJC – Concrete Telecommunications Shelter, with Tower Systems South, Inc., Winter Park (\$54,176.00).

M-336-02/BJC provides for correspondence and approvals, site acquisition, utilities/emergency generators, site grounding, electrical and HVAC, inventory, space, site access, zoning and permitting and site utilization to include tower structural upgrade.

Amendment #2 will provide for the ancillary tower and building work necessary to bring on the additional Oviedo site, Sabal Point equipment and microwave optimization. During the assessment of the sites, microwave coordination, tower work for the project and additional scope was developed to provide structural upgrade, equipment, and configurations for the completion of the System Enhancement Project (M-317-02/BJC) with Motorola, approved by the Board of County Commissioners on June 11, 2002. The following is a summary of the cost of this contact:

Original Contract Sum	\$92,297.00
Amendment #1	25,000.00
Add Amendment #2	<u>54,176.00</u>
Revised Contact Sum	\$171,473.00

Information Technologies/Telecommunications and Fiscal Services/Purchasing and Contacts Division recommend the Board to approve and authorize the Chairman to execute the amendment as prepared and approved by the County Attorney's Office.

**SECOND AMENDMENT TO CONCRETE TELECOMMUNICATIONS
SHELTER INSTALLATION AGREEMENT (M-336-02/BJC)**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 30th day of October, 2002, as amended on February 21, 2003, between **TOWER SYSTEMS SOUTH, INC.**, whose address is 3075 North Forsyth Road, Winter Park, Florida 32792, hereinafter referred to as "CONTRACTOR," 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 CONTRACTOR and COUNTY entered into the above-referenced Agreement on October 30, 2002, as amended on February 21, 2003, for delivery and installation of a concrete telecommunications shelter; 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 18 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. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fixed fee in the amount of ONE HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$171,473.00). CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be

paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

2. Exhibit "A" of the Agreement is amended by the addition of additional services as outlined 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:

TOWER SYSTEMS SOUTH, INC.

By: _____
TRES FULBRIGHT, COO

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
BETSY COHEN, Contracts Supervisor

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized by Section 330.3,
Seminole County Administrative
Code.

County Attorney

AC/lpk

4/1/03

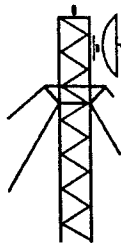
2am-m-336

Attachment:

Exhibit "A" - Scope of Services

Amendment #1 to M-336-02/BJC – Concrete Telecommunications Tower

The Service Provider will provide labor, materials, equipment, incidentals and coordination necessary to install and align the necessary microwave equipment for the Tower Systems, fixed fee of \$25,000.00 for tower work at the Oviedo site, Sabal Point site and Microwave path optimization for these two new sites.



Tower Systems South, Inc. ®

3075 N. Forsyth Road
 Winter Park, FL 32792
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 Fax: (407) 681-0501
 E-mail: soneill@towersystems.com



EXHIBIT A

SEMINOLE COUNTY Addendum2 3-26-03

QUOTE

#03-3298	Additional for shelter set at Oviedo site	32,376.00
	Includes:	
	Electrical upgrade 400 Amp/3 Phase	2,500.00
	w/g bridge completion supply/install	2,900.00
	Permitting & drawings	2,500.00
	Additional antenna	1,000.00
	Provide/install 400 Amp/3 Phase Generator	23,476.00
	w/400 Amp/3Phase Transfer switch	
#03-3476	Tower mods – Sabal Point	11,400.00
#03-3471	Install w/g ladder, w/g bridge, relocate 4 lines – Sabal Point, FL	5,400.00
#03-3458R1	Path Align 4 sites:	
	Dyke Road to Oviedo	1,250.00
	Paola to Sabal Point	1,250.00
	Chuluota to Oviedo	1,250.00
	Forest City to Sabal Point	1,250.00
	TOTAL:	\$54,176.00