

20. Approve Amendment #1 for PS-570-00/BJC – Engineering Services for the Consumers/Lake Hayes Water Transmission Main, with Inwood Consulting Engineers, Inc., Orlando (\$315,528.00) (Time Extension).

PS-570-00/BJC provides for professional engineering services to design a major water transmission main running generally east from Tuskawilla Road (at Dike Road) to SR 426 (Aloma at Chapman Road). Major crossings include Bear Gully Creek, SR 417 and Aloma Avenue. The elements of this project include, but are not limited to evaluation of transmission main capacity requirements to meet alignment, surveying and mapping, and geotechnical investigation; assistance with obtaining necessary easements; permitting; bidding and construction services.

Amendment #1 will provide for an extension to the contract due to project delays. The delays are resultant from problems associated with acquiring easements along the project route. Due to these delays, the construction portion of the project was split into two phases. Phase I is currently being constructed by Garney Companies, Inc. Phase II, easement acquisitions, are still in process and construction for that phase is expected to bid after all the required easements are acquired. The scope of services for PS-570-00/BJC includes work in both phases of construction.

Inwood Consulting Engineers, Inc. has agreed to extend their contract ninety (90) calendar days past the completion of construction at the current rates, terms and conditions. The estimated usage for this specific period will not exceed \$315,528.00. Authorization for performance of professional services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultants. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project.

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

**FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (PS-570-00/BJC)
CONSUMERS/LAKE HAYES WATER TRANSMISSION MAIN PROJECT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 8th day of August, 2000 between **INWOOD CONSULTING ENGINEERS**, whose address is 3504 Lake Lynda Drive, Suite 410, Orlando, Florida 32817, hereinafter referred to as "ENGINEER," 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 ENGINEER and COUNTY entered into the above-referenced Agreement on August 8, 2000 for engineering services for the Consumers/Lake Hayes Water Transmission Main 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 2 of the Agreement is amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run until ninety (90) days after construction on the Consumers/Lake Hayes Water Transmission Main Project is completed. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work

Order.

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.

INWOOD CONSULTING ENGINEERS

Witness

By: _____

Witness

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
DARYL G. MCLAIN, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

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
AC/lpk
4/16/03
1am-ps-570