

27. **Approve Amendment #5 to PS-576-00/BJC to increase the Not-to-Exceed amount - Engineering Services – Preliminary Engineering, Final Design & Environmental Permitting and Post Design Services for Sand Lake Road (Hunt Club Boulevard to S. R. 434), with Professional Engineering Consultants, Inc., Orlando (\$189,684.00).**

PS-576-00/BJC provides for preliminary engineering, final design & environmental permitting and post design services for Sand Lake Road between Hunt Club Boulevard and S. R. 434 (approximately 1.90 miles including the intersections at each end).

An increase of \$189,684.00 in the not-to-exceed amount is necessary to modify current design plans adding an additional Water Retention Area (WRA). Additional services will include: to design and coordinate with the Seminole County School Board for a joint use WRA with the Forest City Elementary School, additional geotechnical and survey work for the design of the WRA's, design of conflict structures for Utilities, and for Post Design Services for right of way acquisition and roadway construction.

The following is a summary of project costs:

Original Contract Sum	\$550,000.00
Amendment #1	119,659.00
Amendment #2 (Administrative)	0
Amendment #3	6,601.75
Amendment #4 (Administrative)	0
Amendment #5	<u>189,684.00</u>
Revised Contract Sum	\$865,944.75

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.

Funds are available in accounts numbered 077515-56068000 and 077523-56068000, CIP #DE53071Z. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the increase in the Not-to-Exceed amount of this Agreement and authorize the Chairman to execute the Amendment.

FIFTH AMENDMENT TO ENGINEERING SERVICES MASTER AGREEMENT  
(PS-576-00/BJC)  
PRELIMINARY ENGINEERING, FINAL DESIGN AND POST DESIGN -SAND LAKE ROAD

THIS FIFTH AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 15<sup>th</sup> day of March, 2001, as amended on April 11, 2002, May 16, 2002, January 3, 2003, and on June 30, 2003 between PROFESSIONAL ENGINEERING CONSULTANTS, INC., whose address is 200 East Robinson Street, Suite 1560, 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 March 15, 2001, as amended on April 11, 2002, May 16, 2002, January 3, 2003, and on June 30, 2003 for preliminary engineering, final design and post design for Sand Lake Road; and

WHEREAS, the parties desire to amend the Agreement so as to correct an error in the amount of compensation noted in the Agreement; and

WHEREAS, Section 23 of the Agreement dated March 15, 2001 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 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement

on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to CONSULTANT under this Agreement, including reimbursable expenses, shall not exceed the sum of EIGHT HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED FORTY-FOUR AND 75/100 DOLLARS (\$865,944.75).

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.

ATTEST:

PROFESSIONAL ENGINEERING  
CONSULTANTS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
KENNETH R. HOOPER, Vice-President

(CORPORATE SEAL)

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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 Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
6/30/03 7/2/03  
5am-ps-576