

18. **Approve Amendment #1 to Work Order #2 to RFP-4108-01/BJC – Owner’s Representation Services Agreement for the Juvenile Justice Center Expansion and Renovation, with ZHA, Inc., Orlando (\$15,000.00).**

RFP-4108-01/BJC provides for Owner's Representation Services for various projects within Seminole County. Work Order #2 will provide for the Owner's Representation Services for the Juvenile Justice Center Expansion and Renovation project. The expansion and renovation is being performed by The Collage Company as a design-build project. Amendment #1 will provide for additional Owner's Representation Services for a cost of \$15,000 and the Work Order must remain open until one month after final completion of the construction phase of the project estimated to be in December 2003. The following is a summary of the cost of the Work Order:

Original Work Order Sum	\$80,000.00
Add Amendment #1	<u>15,000.00</u>
Revised Work Order Sum	\$95,000.00

Funds are available in account number 010560-53031000 (Facilities Maintenance, Professional Services) CIP #DN10161X. Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing recommend the Board to approve and authorize the County Manager to execute the Amendment to Work Order #2.

**FIRST AMENDMENT TO WORK ORDER NO. 2 FOR
OWNER'S REPRESENTATION SERVICES AGREEMENT (RFP-4108-01/BJC)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Work Order No. 2 made and entered into on the 26th day of March, 2002, between **ZHA, INCORPORATED**, whose address is 225 East Robinson, Suite 200, 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 Work Order No. 2 on March 26, 2002 for owner's representation services for the Juvenile Justice Center Expansion and Renovation; and

WHEREAS, the parties desire to amend Work Order No. 2 so as to extend the termination date of the Work Order and increase the amount of compensation paid to the CONSULTANT; and

WHEREAS, Section 22 of the Agreement dated November 29, 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 Work Order No. 2 as follows:

2. The COUNTY agrees to compensate CONSULTANT an additional fixed fee sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for the increased Scope of Services. The total fixed fee compensation through this First Amendment is the fixed sum of NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00). In no event shall CONSULTANT be paid more than the fixed fee sum stated above.

3. The termination date of Work Order No. 2 as amended is extended to January 31, 2004.

4. Except as herein modified, all terms and conditions of Work Order No. 2 shall remain in full force and effect for the term of Work Order No. 2 as originally set forth in said Work Order No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

ZHA, INCORPORATED

MARK M. KECK
Secretary

(CORPORATE SEAL)

By: _____
DAVID V. FISHER
Executive Vice-President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
KEVIN GRACE, County Manager

Date: _____

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

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

County Attorney

AC/lpk
8/13/03
lam-wo2-4108