

PROFESSIONAL SERVICES

- 24. Approve Amendment #1 to PS-596-01/BJC – Engineering Services for Preliminary Engineering Analysis and Implementation Program for Subdivision Rehabilitation Program – Phase I for Professional Engineering Consultants, Inc. Orlando, FL (\$230,000.00).**

PS-567-00/BJC provided professional services necessary for engineering analysis and program implementation in the rehabilitation of the County's public infrastructure within selected, unincorporated Seminole County residential subdivisions. This amendment will provide for continuing the engineering support of the infrastructure rehabilitation program and specific future projects.

This Amendment will increase the term of the Agreement by two (2) years for a total of seven (7) years from the date of its original execution on November 13, 2001. In addition, the Amendment will increase the Not-to-exceed amount by \$230,000.00. The following is a summary of the contract cost:

Original Contract Sum	\$ 500,000.00
Amendment #1	<u>\$ 230,000.00</u>
Revised Contract Sum	\$ 730,000.00

Funds for the additional years will be made available in account #077600.530340. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the Chairman to execute Amendment #1.

**FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (PS-596-01/BJC)
REHABILITATION OF PUBLIC INFRASTRUCTURE**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 13th day of November, 2001, between **PROFESSIONAL ENGINEERING CONSULTANTS, INC.**, whose address is 200 E. 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 November 13, 2001 for preliminary engineering analysis and an implementation program for rehabilitation of the COUNTY's public infrastructure; 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 hereby amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of seven (7) years. 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. Section 5 of the Agreement is hereby 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 amount of compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00).

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:

PROFESSIONAL ENGINEERING
CONSULTANTS, INC.

By: _____
KENNETH R. HOOPER, Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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
8/28/06
ps-596 1am