

21. **Approve Amendment #1 to PS-537-99/BJC – Preliminary Engineering and Final Design Services for C-15 (from S. R. 46 to S. R. 600/US 17-92), with Bowyer-Singleton & Associates, Inc., Orlando (Not-to-exceed \$72,540.00) (Time Extension).**

PS-537-99/BJC provides for project planning, preliminary engineering, environmental analysis and design services in connection with the reconstruction of C-15 (from S. R. 46 to S. R. 600/US 17-92) project.

Preliminary design, final design, environmental permitting and utilities updates have been completed and/or are in progress. Final construction specifications and drawings and final design services updates will be completed in this final renewal year. Authorization for performance of 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 Consultant. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project.

The additional time is necessary because the project design has been delayed due to coordination efforts with the County regarding the proposed regional water retention area and due to plan revisions required to realign the roadway and widen the proposed trail along CR 15. The time extension will facilitate the addition of the post design services to the contract. CR 15 is currently scheduled to be let in 2004, with construction completion in 2006. The estimated usage of this contract for the specified period is not-to-exceed \$72,540.00.

Public Works Department/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the continuation of the project and authorize the Chairman to execute the Amendment and Renewal as approved and prepared by the County Attorney's Office.

**FIRST AMENDMENT TO ENGINEERING CONSULTANT SERVICES AGREEMENT
C-15 S.R. 46 TO S.R. 600/U.S. 17-92 (PS-537-99/BJC)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the November 2, 1999 between **BOWYER-SINGLETON & ASSOCIATES, INC.**, whose address is 520 South Magnolia Avenue, 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 2, 1999 for engineering consultant services for the C-15 S.R. 46 to S.R. 600/U.S. 17-92 Project in Seminole County; 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 terminate sixty (60) days after completion of the C-15 S.R. 46 to S.R. 600/U.S. 17-92 road construction.

2. Section 5 of the Agreement is hereby amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for a 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 shall provide for no reimbursable expenses. The total amount of compensation paid to the CONSULTANT pursuant to this agreement including reimbursable expenses, shall not exceed the sum of ONE MILLION FIVE HUNDRED TWELVE THOUSAND FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$1,512,540.00).

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:

BOWYER-SINGLETON & ASSOCIATES, INC.

THOMAS M. TRAINER
Executive Vice-President

By: _____
JAMES W. BOWYER
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: _____
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
10/8/02
lam-ps-537