

20. **Approve Amendment #1 to PS-587-01/BJC – Engineering Services for Markham Water Transmission Main, with Blount, Sikes & Associates, Inc., Orlando (Increase the Not-to-Exceed amount of Contract by \$6,635.51).**

PS-587-01/BJC provides for professional services for a water transmission main in the County's Northwest Service Area. The 24 inch and 16 inch transmission main was to be constructed within the proposed Seminole Wekiva Trail from the easterly entrance to the Buckingham Estates development to Lake Markham Road, for approximate distance of 7,000 feet.

Amendment #1 will provide for an increase to the contract not-to-exceed amount to cover for additional design and construction inspection services required due to unforeseen field conditions adjustments as indicated in the backup documents. The following is the summary of the cost of the Contract:

Original Contract Sum	\$100,000.00
Add Amendment #1	<u>6,635.51</u>
Revised Contract Sum	\$106,635.51

Funds are available in account number 087816-56065000 (W/S 21M Debt Proceeds, Construction in Progress) CIP #DF85244X. Environmental Services/PEI and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment as prepared and approved by the County Attorney's Office.

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-587-01/BJC)  
MARKHAM ROAD WATER TRANSMISSION MAIN**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 31<sup>st</sup> day of May, 2001 between **BLOUNT SIKES & ASSOCIATES**, whose address is 3032 Mercy Drive, Orlando, Florida 32808, 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 May 31, 2001, for consultant services regarding the Markham Road Water Transmission Main; 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 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 the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of ONE HUNDRED SIX THOUSAND SIX HUNDRED THIRTY-FIVE AND 51/100 DOLLARS (\$106,635.51).

2. Exhibit "A" of the Agreement is amended by the addition of services as indicated in Exhibit "A" "Scope of Services" attached hereto and incorporated herein.

3. Compensation shall be paid to the CONSULTANT for the additional services as described in Exhibit "A" at the rates as indicated on Exhibit "B" "Compensation" attached hereto and incorporated herein.

4. 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.

BLOUNT SIKES & ASSOCIATES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

(CORPORATE SEAL)

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  
10/17/02  
lam-ps-587

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule

**PS-587-01/BJC – Markham Water Transmission Main****Work Order Number 2****Scope of Services**

The Scope of Services for the project changed due to the following:

1. Additional pipe needed to connect to the existing connection point at the entrance to Buckingham Estates. The connection point was moved by the developer after the water main plans were completed and permitted.
  - 1.1 Design the additional 400 feet of pipe, appurtenances and connection points.
  - 1.2 Prepare construction drawing and details.
2. Changes to the plans for construction of the Wekiva/Seminole Trail resulted in a change to the water main plans during construction.
  - 2.1 Field locate the pipe relative to the bottom of the reconfigured swale.
  - 2.2 Meet and coordinate with staff and contractor to define a resolution to this situation.
3. As required by our Scope of Services, the Engineer had a representative at the project site when critical utilities construction work was going on and he remained on site as long as necessary to monitor that the work was progressing according to the Contractor's contract documents. Our original Scope of Services proposed construction observation for 2 hours per day for 60 work days for a total of 120 hours.

Due to County requested field changes and to unforeseen conditions encountered during construction, the project took longer than originally anticipated. The County also requested the inspector be present on the construction site longer than the 2 hours per day originally provided for.

## PS-587-01/BJC - Markham Water Transmission Main

## Work Order Number 2

## Compensation

**BASIS:** The compensation to the Engineer for performing the services shall be in accordance with Section 5, "Compensation", of the Consultant Services Agreement (PS-587-01-BJC), between Seminole County and Rockett & Associates titled "Markham Water Transmission Main"; and as set forth as follows:

**METHOD:** Time Basis Method

**AMOUNT:** Thirty Seven Thousand Nine Hundred Eighteen Dollars and Ninety Four Cents (\$37,918.94)

Manhour Detail

Project Engineer 25.0 Hours x \$87.87/hr .....	\$2,196.74
Senior Designer 32.5 Hours x \$69.60/hr .....	\$2,262.00
CAD Technician 4.5 Hours x \$58.00/hr .....	\$261.00
Technical Assistant/Clerical 4.0 Hours x \$43.50/hr .....	\$174.00
Survey Crew 8.0 Hours x \$117.45/hr .....	\$939.60
CEI 461.0 Hours x \$69.60/hr .....	<u>\$32,085.60</u>

<b>TOTAL</b>	<b>\$37,918.94</b>
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