

**29. Approve Amendment One to RFP-4129-01/BJC – Right-of-Way Acquisition Services for Lake Drive Road Improvement, to PBS&J, Orlando (\$20,892.00).**

On 3/26/02, the Board competitively awarded RFP-4129-01/BJC for right-of-way acquisition services for approximately sixty-six (66) parcels on Lake Drive Road. This Amendment is necessary to complete acquisition services for the remaining project parcels. The revised Not-to-Exceed amount for this project is \$270,892.00.

This is a budgeted project and funds are available in account numbers 077515-56061000 (Engineering, Lands) and 077525-56061000 (S/Central Collector Projects, Lands) CIP #DE55021Z. County Attorney's Office and Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the County Manager to execute Amendment One as prepared by the County Attorney's Office.

**FIRST AMENDMENT TO RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT  
(RFP-4129-02/BJC)  
LAKE DRIVE ROAD IMPROVEMENTS**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 16<sup>th</sup> day of May, 2002 between **PBS&J**, whose address is 5300 West Cyprus Street, Suite 300, Tampa, Florida 33607, 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 16, 2002 for right-of-way acquisition services for the Lake Drive Road improvement project; 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 19 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. The Scope of Services attached to the Agreement is increased to provide for the additional services provided in the attached Exhibit "A," which is incorporated by this reference.

2. The COUNTY agrees to compensate CONSULTANT a fee not to exceed the sum of TWENTY THOUSAND EIGHT HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$20,892.00) for the increased Scope of Services. The total compensation through this First Amendment shall not exceed the sum of

TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED NINETY-TWO AND NO/100 DOLLARS  
(\$«TOTALDOLLARS»).

3. The County Manager is hereby authorized to sign this Amendment on behalf of the COUNTY.

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.

ATTEST:

PBS&J

\_\_\_\_\_  
BECKY S. SCHAFER  
Assistant Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
W. SCOTT DELOACH  
Executive Vice-President

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

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

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  
11/18/03  
lam-rfp-4129

Attachment:  
Exhibit "A" - Scope of Services

## **SCOPE OF SERVICES**

**Complete acquisition services for additional and/or revised project parcel(s) associated with the Lake Drive Major Road Project: PHASE I and PHASE II, per the attached proposal.**

Seminole County  
Lake Dr.  
RFP 4129/01/BJC

Parcels		Parcels Proposed	Parcels Added	Additional Fee	Parcels Deleted	Reduced Fee	Second Negotiation Additional Fee
103							
104		104					
105/705		105	705	375			
106/706		106	706	375			
107/707		107	707	375			
108/708		108	708	375			
109		109					
110		110					
111		111					
112		112					
113		113			113	3665	
115/715		115	715	375			
116/716a&b		116	716a&b	375			
117/717		117	717	375			
118/718		118	718	375			
121/721		121	721	375			
122/722		122	722	375			
123		123					
124		124					
125		125					
126		126					
127		127					
128		128					
129		129					
130		130					
131		131					
132		132					
133		133/733			733	375	
134		134					
135		135					
136		136					
137		137					
138		138			138	3290	
139/739		139	739	375			
140		140					
142		142					
144		144					
145		145					
146		146					1466
147		147					1316
148/748		148/748					
149		149					
150	##	150/750					
151/751		151/751					1316
152		152					1466
153		153					
155/755		155/755			155/755	3665	
156/756		156/756			156/756	3665	
157		157					
159		159			159	3290	
162/862		162	862	375			1466
163/763		163	763	375			
164		164					
168/768		168	768	375			
169/769		169	769	375			
170		170					1466
171		171					1316
173		173					
174			174	3290			

242		242									
765				765		3290					
767				767		3290					
775				775		3290					
776				776		3290					
1739				1739		3290					
1740				1740		3290					
1837/1737		1837		1737		375					
1838		1838									
						\$29,030			\$17,950		

**Total Additional Fee**

**\$20,892**