

34. Approve Amendment #1 to M-355-03/BJC – Northwest Area Regional Wastewater Treatment Facility Sodium Hypochlorite Feed System with Reiss Environmental, Winter Park (\$5,000.00).

M-355-03/BJC provides engineering services for sodium hypochlorite (bulk liquid) feed system to replace the gaseous chlorine feed system at the Northwest Area Regional Wastewater Treatment Facility (WWTF), including structural professional services; and Construction Engineering Services for the sodium hypochlorite feed system at the Northwest Area Regional WWTF. Amendment #1 will provide for additional services to properly document and close out the construction of the described services with Mack Concrete Industries.

Funds are available in account number 087801-56065000 (Water & Sewer, Construction in Progress), CIP #DG85542X. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute Amendment #1 to M-355.03/BJC.

**FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (M-355-03/BJC)
NORTHWEST AREA REGIONAL WWTF SODIUM HYPOCHLORITE FEED SYSTEM**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 6th day of February, 2003 between **REISS ENVIRONMENTAL, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2487 Aloma Avenue, Suite 200, Winter Park, Florida 32792, hereinafter called the "ENGINEER"," 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 ENGINEER and COUNTY entered into the above-referenced Agreement on February 6, 2003 for engineering services regarding the Northwest Area Regional WWTF sodium hypochlorite feed system; 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. Section 3 of the Agreement is amended to read:

SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate ENGINEER for the professional services called for under this Agreement a fixed fee in the amount of TWENTY-NINE THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$29,706.00). ENGINEER shall perform all work required by the Scope of Services but,

in no event, shall ENGINEER be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the ENGINEER when requested as work progresses for services furnished, but not more than once monthly. ENGINEER may invoice amount due based on the total required services actually performed and completed. Upon review and approval of ENGINEER's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay ENGINEER the approved amount.

2. Exhibit "A" of the Agreement is amended by the addition of services as indicated in Exhibit "A," attached hereto.

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:

REISS ENVIRONMENTAL, INC.

C.R. REISS, Secretary

By: _____
EDWARD H. TALTON, Vice-President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
11/12/03
lam-m-355

Attachment:
Exhibit "A" - Scope of Services

Seminole County Environmental Services
NORTHWEST AREA REGIONAL WWTF
SODIUM HYPOCHLORITE FEED SYSTEM
RECORD DRAWINGS AND CLOSE-OUT SERVICES
Proposal for Scope of Services
Reiss Environmental (August 28, 2003)

A. Project Intent

The scope of services contained herein would provide the County with Record Drawings and Close-out services for :

- Sodium hypochlorite (bulk liquid) feed system at the Northwest Regional Wastewater Treatment Facility (WWTF) upon construction completion.

B. Scope of Services**TASK 1 -- RECORD DRAWINGS AND CLOSE-OUT**

- 1.1 Revise original design drawings of the project and submit to the County, within 30 working days of the final completion date, one set of drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, County Personnel, and other sources. The Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- 1.2 Make final review of construction to determine if work was completed in general conformance of the Contract Documents. Assist in negotiating the final payment for construction and submit a final letter report upon which final settlement and termination of Contract can be based.

F. Compensation

Reiss Environmental proposes to provide the services described herein for a Lump Sum of \$5,000 as presented in the following table:

Task	Amount.
1	\$5,000