

PROFESSIONAL SERVICES

- 26. Approve Amendment #3 to PS-5146-03/AJP – Construction Engineering and Inspection Services for S.R. 434 Access Management Project (U.S. Highway 17-92 to S.R. 419) with AB/WCG Joint Venture of Orlando (\$234,431.24).**

PS-5146-03/AJP provides professional services related to construction and engineering inspections for the construction of the S.R. 434 Access Management Project from US 17-92 to S.R. 419.

Amendment #3 will provide for an eight (8) month extension of the existing CEI agreement for the final time extension of the construction contract and the final closeout for SR 434 Access Management Project necessary to be concurrent with the construction contract CC-1221-03/AJP.

Extensive additional services were required of the CEI due to the delays encountered for construction contract completion and closeout of this project. Additional costs for the CEI services are 100% off-set by a combination of: credits from the construction contract, in the form of liquidated damages and quantity under-runs; and reimbursements, from the Florida Department of Transportation and the City of Winter Springs.

The following is a summary of the agreements cost:

Agreement Award Amount	\$575,000.00
Amendment #1	24,637.82
Amendment #2	119,764.60
Amendment #3	<u>234,431.24</u>
Revised Agreement Amount	\$953,833.66

Funds are available in account 077501.560670 CIP#173501. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend the Board approve Amendment #3 to PS-5146-03.

**THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-5146-03/ALP)
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR S.R. 434
ACCESS MANAGEMENT PROJECT (U.S. HIGHWAY 17-92 TO S.R. 419)**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Agreement made and entered into on the January 6, 2004, as amended October 19, 2005 and February 22, 2006, between **AB/WCG JOINT VENTURE**, whose address is 8529 South Park Circle, Suite 250, Orlando, Florida 32819, 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 January 6, 2004, as amended October 19, 2005 and February 22, 2006, for construction, engineering and inspection services for S.R. 434 Access Management Project (U.S. Highway 17-92 to S. R. 419); 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. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of NINE HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED THIRTY-THREE AND 66/100 (\$953,833.66). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. Compensation shall be paid to the CONSULTANT at the rates as shown on Exhibit "B" attached.

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

2. Section 8 of the Agreement is hereby amended to read:

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until the final completion of construction under Seminole County Contract CC-1221-03/AJP.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of this Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

AB/WCG JOINT VENTURE

Witness

Print Name

By:_____

Date:_____

Witness

Print Name

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.

As authorized by Section 330.3,
Seminole County Administrative Code.

Approved as to form and
legal sufficiency.

County Attorney

County Attorney

AC/jr
12/1/06
P:\Users\jroyal\Purchasing-2006\PS-5146-3am.doc

PROJECT:
SUBJECT:
PERIOD:

**SR 434 ACCESS MANAGEMENT PROJECT
ADDITIONAL SERVICES PROPOSAL FOR SEMINOLE COUNTY
JANUARY 1, 2006---AUGUST 31, 2006**

ADDITIONAL WORK THIS PROPOSAL			
DESCRIPTION	ADDITIONAL MAN-HOURS	COST/MAN-HOUR	TOTAL COST
Project Executive	8.00	\$ 127.04	\$ 1,016.32
Sr. Project Engineer	48.00	\$ 101.94	\$ 4,893.12
Project Resident Engineer	688.00	\$ 112.45	\$ 77,365.60
Truck - Months	5.25	\$ 500.00	\$ 2,625.00
Project Engineer	-	\$ 71.65	\$ -
Senior Construction Inspector	-	\$ 80.26	\$ -
Truck - Months	-	\$ 500.00	\$ -
Senior Construction Inspector	922.00	\$ 80.26	\$ 73,999.72
Truck - Months	5.25	\$ 500.00	\$ 2,625.00
Construction Inspector	578.00	\$ 50.00	\$ 28,900.00
Truck - Months	4.25	\$ 500.00	\$ 2,125.00
Project Administrator	922.00	\$ 44.34	\$ 40,881.48
Soils & Materials Testing Consultant	-	-	\$ -
TOTAL	3,180.75		\$ 234,431.24

