

PROFESSIONAL SERVICES

- 26. Approve Amendment #2 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 (\$119,764.60).**

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 #2 will provide for additional construction engineering and inspection services necessary to be concurrent with time extensions for additional work on the construction project.

The following is a summary of the agreement's cost:

Agreement Award Amount	\$575,000.00
Amendment #1	24,637.82
Amendment #2	<u>119,764.60</u>
Revised Agreement Amount	\$719,402.42

Funds are available in accounts 077501.560670 CIP 173501 and 077501.530310. Public Works Department/Engineering Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve Amendment #2 and authorize the Purchasing and Contracts Manager to execute it.

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

THIS SECONDE 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 January, 2004, as amended October 19, 2005, 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, 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 SEVEN HUNDRED NINETEEN THOUSAND FOUR HUNDRED TWO AND 42/100 (\$719,402.42). 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. The Purchasing and Contracts Manager is hereby authorized to execute this Amendment on behalf of the COUNTY.

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

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

County Attorney

AC/lpk
1/12/06
PS-5146 2am

By: _____
RAY HOOPER, Purchasing Manager

Date: _____

As authorized by Section 330.3,
Seminole County Administrative
Code.

**SR 434 ACCESS MANAGEMENT PROJECT
 ADDITIONAL SERVICES PROPOSAL FOR SEMINOLE COUNTY
 SEPTEMBER 23, 2005 - DECEMBER 31, 2005**

**103
 824**

ADDITIONAL WORK THIS PROPOSAL			
DESCRIPTION	ADDITIONAL MAN-HOURS	COST/MAN-HOUR	TOTAL COST
Project Executive	-	\$ 127.04	\$ -
Sr. Project Engineer	-	\$ 101.94	\$ -
Project Resident Engineer	412.00	\$ 112.45	\$ 46,329.40
Truck - Months	1.00	\$ 500.00	\$ 500.00
Project Engineer	-	\$ 71.65	\$ -
Senior Construction Inspector	-	\$ 80.26	\$ -
Truck - Months	-	\$ 500.00	\$ -
Senior Construction Inspector	412.00	\$ 80.26	\$ 33,067.12
Truck - Months	1.00	\$ 500.00	\$ 500.00
Construction Inspector	412.00	\$ 50.00	\$ 20,600.00
Truck - Months	1.00	\$ 500.00	\$ 500.00
Project Administrator	412.00	\$ 44.34	\$ 18,268.08
Soils & Materials Testing Consultant	-	-	\$ -
TOTAL	1,651.00		\$ 119,764.60

AB \$ 51,835.20
WCG \$ 67,929.40