

PROFESSIONAL SERVICES

- 23. Approve Amendment #3 to PS-5149-03/AJP – Agreement for CEI Services for Markham Woods Road Drainage and Turn Lane Improvements from Springs Landing Blvd. to E. E. Williamson Road with HNTB Corporation, Orlando (\$26,267.41).**

PS-5149-03/BJC provides various professional services related to construction, engineering and inspections for drainage and turn lane improvements on Markham Woods Road from Springs Landing Blvd. to E. E. Williamson Road.

Amendment #3 will provide for additional construction, engineering and inspection services to finalize quantity verifications and project close out requirements. This amendment coincides with the additional time granted to the Contractor for CC-1268-05/TLR under Deductive Change Order #6. The following is a summary of the cost of the contract:

Original Contract Sum	\$227,059.08
Amendment #1	726.53
Amendment #2	115,081.23
Amendment #3	<u>26,267.41</u>
Revised Contract Sum	\$369,134.25

Funds are available in account number 077541.560670, CIP #00192001. Public Works/Engineering Division and Administrative Services/

**THIRD AMENDMENT TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
AGREEMENT (PS-5149-03/AJP) MARKHAM WOODS ROAD**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on January 23, 2004, as amended February 13, 2006 and August 16, 2006, between **HNTB CORPORATION**, whose address is 1615 Edgewater Drive, Orlando, Florida 32803, 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, CONSULTANT and COUNTY entered into the above-referenced Agreement on January 23, 2004, as amended February 13, 2006 and August 16, 2006, for construction engineering and inspection services for Markham Woods Road in Seminole County; 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 20 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 is amended to read as follows:

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of THREE HUNDRED SIXTY NINE THOUSAND ONE HUNDRED THIRTY-FOUR AND 25/100 DOLLARS (\$369,134.25). 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. CONSULTANT shall be compensated at the rates as shown on Exhibit "B", attached.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice the amount due based on percentage of total required services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If COUNTY determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

2. 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.

HTNB CORPORATION

Witness

Print Name

Witness

Print Name

By: _____
RHETT C. LEARY, Vice-President

Date: _____

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

By: _____

PETER W. MALEY
CPPO, CPCM, C.P.M.
Contracts Supervisor

Date: _____

As authorized by Section 22.203,
Seminole County Administrative
Code

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Seminole County Markham Woods Road Three Laning Amendment 3			
Project Staff	2004 Billable Rate	Additional Hours	Amount
Resident Engineer	\$113.77	24.75	\$2,815.81
Project Engineer	\$82.56	247.5	\$20,433.60
Clerical/Asst. OE	\$33.54	0	\$0.00
Sr. Inspector	\$63.21	0	\$0.00
Inspector	\$49.30	0	\$0.00
		272.25	\$23,249.41
Summary of Estimated Costs			
Salary Related Costs			\$ 23,249.41
Vehicle Allowance - based on \$500 a month	1.7 mo. X \$500/mo.		\$ 850.00
Aerial Photography			\$ -
Material Sampling & Testing			\$ 2,168.00
Total Additional Requested Amount			\$ 26,267.41

