

9. Approve Amendment #1 to PS-577-00/BJC – Construction Engineering & Inspection Services for Dodd Road Expansion with HDR Construction Control Corp., Winter Park, FL. (\$127,319.50)

PS-577-00/BJC provides for construction, engineering & inspection services for Dodd Road Expansion. Amendment #1 will provide for additional construction, engineering and inspection services required to close out the project. The additional cost for CEI services for additional work incorporated into the project by the County per acquisition agreements and field changes is \$127,319.50. The following is a summary of the cost of the contract:

Original Contract Sum	\$ 1,060,977.50
Amendment #1	<u>\$ 127,319.50</u>
Revised Contract Sum	\$ 1,188,297.00

Funds are available in accounts 077515.560670 and 077525.560670, sub-ledger 007502. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute Amendment #1.

**FIRST AMENDMENT TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
· AGREEMENT FOR DODD ROAD PROJECT (PS-577-00/BJC)**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____ and is to that certain Agreement made and entered into on the 28th day of March, 2002, between **HDR CONSTRUCTION CONTROL CORP.**, whose address is 1201 S. Orlando Avenue, Suite 200, Winter Park, Florida 32789, 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 March 28, 2002, for construction engineering and inspection services for the Dodd Road Construction Project; and

WHEREAS, the parties desire to amend the Agreement so as to increase the compensation paid to the CONSULTANT by ONE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED NINETEEN AND NO/100 DOLLARS (\$127,319.00) as a result of time extension on the project; and

WHEREAS, Section 22 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 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on "Time Basis Method" with a Not-to-Exceed dollar amount of ONE MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND TWO HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$1,188,297.00), including reimbursable expenses. The CONSULTANT

shall be compensated in accordance with the Rate Schedule attached as Exhibit "B".

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.

ATTEST:

HDR CONSTRUCTION CONTROL CORP.

PAUL BOWDOIN
Senior Vice-President

By: _____
WILLIAM H. WADSWORTH, P.E.
Senior Vice-President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

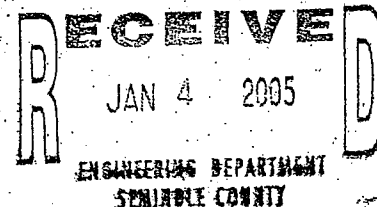
Date: _____

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
2/10/05 2/11/05
lam-ps-577



December 30, 2004

Seminole County Engineering Division
Attn: Stephen C. Krug, P.E.
520 W Lake Mary Blvd
Sanford FL 32773-7424

RE: CEI for Dodd Road PS-577-00/BJC
Seminole County
Contract Time Extension

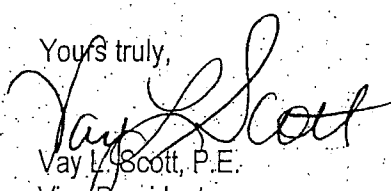
Dear Mr. Krug:

HDR is requesting a Supplemental Agreement to our Construction Engineering and Inspection Services Agreement with Seminole County for the Dodd Road Project.

The Contractor for the project will not complete their contract on time (01/03/2005). TMC has not provided HDR with a schedule of when they anticipate the work on the project will be completed. Also Seminole County is planning on adding 700-feet of 8-inch block/stucco screen wall to the project. The wall is being added to match the new installed 8-inch block/stucco screen wall and create a more homogeneous look to the area.

Due to the above circumstances, HDR estimates that a time extension of two months will be required. Attached is a breakdown of the additional man-hours and cost for the two-months being requested.

Yours truly,


Vay L. Scott, P.E.
Vice President

VLS:DAH:llr

EXHIBIT B

ADDITIONAL MAN HOURS COST FOR TIME EXTENSION

EXHIBIT B