

PROFESSIONAL SERVICES

16. **Approve Amendment #2 to PS-5149-03/AJP – Agreement for CEI Services for Markham Woods Road Turn Lane Safety and Drainage Improvements from Springs Landing Blvd. to E. E. Williamson Road with HNTB Corporation, Orlando (\$115,081.23).**

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

Amendment #2 will provide for additional construction, engineering and inspection services due to increased construction time associated with major field changes incorporated into the project dealing primarily with the drainage system. Staff has reviewed the rate proposal provided by HNTB Corporation and has determined that the hours proposed are fair and reasonable for this additional work. The additional costs for the revisions are \$115,081.23. The following is a summary of the cost of the contract:

Original Contract Sum	\$227,059.08
Amendment #1	726.53
Amendment #2	<u>115,081.23</u>
Revised Contract Sum	\$342,866.84

Funds are available in account number 077541.560670, CIP 00192001. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the amendment and authorize the Purchasing and Contracts Manager to execute Amendment #2.

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

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 23rd day of January, 2004, as amended on February 13, 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, the CONSULTANT and COUNTY entered into the above-referenced Agreement on January 23, 2004, as amended on February 13, 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 2 of the Agreement is hereby amended to read:

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed no later than one hundred fifty (150) days after completion of the construction project.

2. Section 3 of the Agreement is hereby 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 THREE HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED SIXTY-SIX AND 84/100 DOLLARS (\$342,866.84). 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. The CONSULTANT shall be compensated 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 percentage of 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 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.

3. 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 one hundred fifty (150) days after the construction project.

4. 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

By: _____
RAY HOOPER, Purchasing and
Contracts Manager
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
AC/lpk
7/11/06
ps-5149 2am

**Seminole County
Markham Woods Road Three Lining
Budget Proposal**

Project Staff	2004 Billable Rate	Additional Hours	Amount
Resident Engineer	\$113.77	66	\$7,508.82
Project Engineer	\$82.56	660	\$54,489.60
Clerical/Asst. OE	\$33.54	0	\$0.00
Sr. Inspector	\$63.21	165	\$10,429.65
Inspector	\$49.30	660	\$32,538.00
		1551	\$104,966.07
Summary of Estimated Costs			
Salary Related Costs			\$ 104,966.07
Vehicle Allowance - based on \$500 a month	9.4 mo. X \$500/mo.		\$ 4,700.00
Aerial Photography	4 mo. X 103.79/mo		\$ 415.16
Material Sampling & Testing			\$ 5,000.00
Total Additional Requested Amount			\$ 115,081.23

Summary of Additional Time Needed

Reason	Months
Difference between contract with PCG and CFE	1
Change Order #1	1
Change Order #2	1
Change Order #3	1

Total 4
x 165 hr/mo
660 hours