

24. **Approve Amendment #2 to PS-579-00/BJC – Construction Engineering and Inspection Services for C.R. 419 – Phase I & II, with Reynolds, Smith and Hills, CS, Inc., Plantation (\$122,801.30).**

PS-579-00/BJC provides for construction, engineering and inspections (CEI) services necessary to administer the construction contract in such manner to determine that the project is constructed in conformity with the plans, specifications and contract provisions. Amendment #2 will provide for additional CEI Services necessary to be concurrent with the sixty-two (62) day time extension granted to the Construction Contractor. The following is the summary of the cost of this contract:

Original Contract Sum	\$1,190,533.35
Amendment #1	80,251.30
Add Amendment #2	<u>122,801.30</u>
Revised Contract Sum	\$1,393,585.95

Funds are available in account numbers 077515-56067000 (Engineering, Roads) and 077524-56067000 (East Collector Projects, Roads), CIP #DE54022Z. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the Chairman to execute the Amendment.

**SECOND AMENDMENT TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
AGREEMENT (PS-579-00/BJC)  
C.R. 419 - PHASES I AND II PROJECT**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 2<sup>nd</sup> day of January, 2002, as amended on January 15, 2003, between **REYNOLDS, SMITH AND HILLS CS, INC.**, whose address is 300 South Pine Island Road, Suite 300, Plantation, Florida 33324, 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 2, 2002, as amended on January 15, 2003 for construction engineering and inspection services for the C.R. 419, Phase I and II Road Construction Project; 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 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 a "Time Basis Method" with a Not-to-Exceed dollar amount of ONE MILLION THREE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED EIGHTY-FIVE AND

95/100 DOLLARS (\$1,393,585.95), 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:

REYNOLDS, SMITH AND HILLS CS, INC.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
DALE A. BARNES, P.E., President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

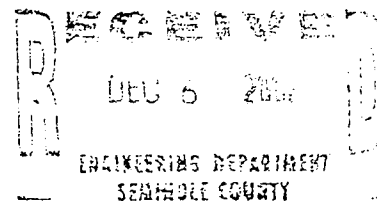
For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
7/15/03  
2am-ps-579

**RS&H CS**

Reynolds, Smith and Hills CS, Incorporated  
298 West C.R. 419  
Chuluota, Florida 32766  
407-977-7564  
Fax: 407-977-7316



Seminole County  
Construction Engineering  
520 Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

December 5, 2002

ATTN: Jim Pullen, PLS

RE: CEI Services (PS-579-00/BJC) for C.R. 419 Phases I & II (Lockwood Boulevard to 2<sup>nd</sup> Street in Chuluota) - Additional time for Contractor's Time Extension

Dear Mr. Pullen:

Reynolds, Smith & Hills CS, Inc. is pleased to submit this Price Proposal for providing construction engineering and inspection services on the referenced project during the additional 44 days of contract time granted to the contractor by CO #1 to the construction contract (FC-1165-01-A/BJC). The enclosed spreadsheet shows the proposed CEI budget for an additional 1-1/2 months on the project. Manhour rates and vehicle reimbursement are per the original agreement. No additional Testing Lab services are anticipated.

We trust that the information presented is sufficient for your needs. Thank you for your consideration in this matter!

Sincerely,

*Dale A. Barnes*  
Dale A. Barnes, P.E.  
President

Xc: file

Encl: RS&H CS CEI Budget Proposal

Reynolds, Smith &amp; Hills Construction Services

CEI BUDGET FOR CR-419 PS-579-00/BJC

Additional time required to match 44 days  
added to Construction Contract by CO #1

Personnel	Man-Months	Hrs/month*	Man Hours	Rate ✓	Total ✓
Resident Engineer	1.5	165	248	\$ 115.46	\$ 28,634.08
Sr. Inspector	1.5	177	266	\$ 55.15	\$ 14,669.90
Inspector - bridge	1.5	177	266	\$ 47.15	\$ 12,541.90
Inspector - roadway	1.5	177	266	\$ 47.15	\$ 12,541.90
Secretary	1.5	165	248	\$ 35.74	\$ 8,863.52

1,294

\* 165 hours/month excludes vacation time

\* 177 hours/month includes 12 hrs/mo for OT

Subtotal	\$ 77,251.30 ✓
Vehicle Reimbursement	\$ 3,000.00
Nodarse Testing Lab	\$ -
<b>Total</b>	<b>\$ 80,251.30 ✓</b>

Reimbursables	Qty	Rate ✓	Months	Total
Project Vehicles	2	\$ 500.00	1.5	\$ 1,500.00
Project Vehicles	1	\$ 500.00	1.5	\$ 750.00
Project Vehicles	1	\$ 500.00	1.5	\$ 750.00
				\$ 3,000.00 ✓

Other project reimbursable expenses are included in the hourly rates

1.5 months CEI Project time is based on CO#1 to the construction contract  
adding 44 additional days to contract time.By Joseph Shaughnessy, PE  
2-Dec-02