

**8. Approve Amendment #3 to PS-527-98/BJC – Construction Engineering and Inspection Services for C. R. 427 – Phase I, with Earth Tech Consulting Inc., Orlando (\$79,491.09).**

PS-527-98/BJC provides for services necessary to administer the construction contract so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions. Amendment #3 will provide for additional construction engineering and inspection services necessary to be concurrent with the contract extension granted to the construction contractor under FC-1156-01/BJC, Change Order #5 approved by the Board on September 28, 2004.

The following is a summary of the Agreement's costs:

Agreement Award Amount	\$600,000.00
Amendments #1 & 2	319,781.92
Amendment #3	<u>79,491.09</u>
Revised Agreement Amount	\$999,273.01

Funds are available in account numbers 077515-56067000 and 077521-56067000 CIP #DE51032Z. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute the Amendment.

**THIRD AMENDMENT TO CONSTRUCTION ENGINEERING AND  
INSPECTION SERVICES AGREEMENT (PS-527-98/BJC)  
C.R. 427 - PHASE I PROJECT**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 13<sup>th</sup> day of September, 2000, as amended on January 29, 2003, and on January 23, 2004, between **EARTH TECH CONSULTING, INC.**, whose address is 30 South Keller Road, Suite 500, Orlando, Florida 32810, 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 September 13, 2000, as amended on January 29, 2003, and on January 23, 2004 for construction engineering and inspection services for the C.R. 427 - Phase I Project; and

**WHEREAS**, the parties desire to amend the Agreement so as to increase the compensation paid to the CONSULTANT by the sum of SEVENTY-FIVE THOUSAND FOUR HUNDRED NINETY-ONE AND 09/100 DOLLARS (\$75,491.09); and

**WHEREAS**, Section 23 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 either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total amount of compensation, including reimbursable expenses, paid to the CONSULTANT under the terms of this Agreement, shall not exceed the sum of NINE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED SEVENTY-THREE AND 01/100 DOLLARS (\$999,273.01).

2. The County Manager is hereby authorized to execute this Amendment on behalf of the Board of County Commissioners.

3. 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:

EARTH TECH CONSULTING, INC.

\_\_\_\_\_  
WILLIAM E. GARRETT  
Assistant Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
DAVID W. GORDEN  
Vice-President

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

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

\_\_\_\_\_

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  
9/28/04  
3am-ps-527