

**25. Approve Amendment #2 to PS-527-98/BJC – Construction Engineering and Inspection (CE&I) Services for C.R. 427 – Phase I, with Earth Tech Consulting Inc., Orlando (\$255,437.43).**

PS-527-98/BJC provides for services necessary to administer the construction contract to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions. Amendment #2 will provide for additional CE&I services at a cost of \$255,437.43 to allow for delays in the construction phase of this project.

The following is the summary of the cost of the contract:

Original Contract Sum	\$600,000.00
Amendment #1	64,344.00
Add Amendment #2	<u>255,437.43</u>
Revised Contract Sum	\$919,781.43

Funds are available in account numbers 077515-56067000 (Engineering, Roads) and 077521-56067000 (Arterial Road Projects, Roads) CIP #DE51032Z and 077519-56067000 (Altamonte Springs, Roads) CIP #CITYALT3. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute the Amendment.

**SECOND AMENDMENT TO CONSTRUCTION ENGINEERING AND  
INSPECTION SERVICES AGREEMENT (PS-527-98/BJC)  
C.R. 427 - PHASE I 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 13<sup>th</sup> day of September, 2000, as amended on January 29, 2003, 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 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 enable both parties to continue to enjoy the mutual benefits it provides; 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 NINETEEN THOUSAND SEVEN HUNDRED EIGHTY-~~THREE~~<sup>ONE PWTM</sup> AND 03/100 DOLLARS (\$919,78<sup>PWTM</sup>1.03).

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.

\_\_\_\_\_  
R. NUNES  
Vice-President

By: \_\_\_\_\_  
JOHN BERGERSON  
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.

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  
11/19/03  
2am-ps-527

## EXHIBIT C

Construction Management Billing Rates  
Valid through July 31, 2001

<u>Position</u>	<u>Name</u>	<u>Billing Rates</u>
Resident Engineer	David Gordon, P.E.	\$157.79
Project Engineer (1)	Brian Scales	\$67.62
Clerk (1)	Jean J. Collock	\$33.13
Sr. Inspector (1)	Judy Rice	\$53.93
Inspector (1)	Terry Tague	\$46.79
Sr. Inspector (1)	Don Smith	\$63.35
Inspector (1)	Mark Haworth	\$43.97
Highway Engineer	Jim Murray/Lloyd Gurr	\$111.43
CADD/Drafting (1)	Robert Shields	\$63.44
Inspector (1)	TBD	\$40.54

1. Billing Rates are for field services and would be adjusted for H&B services.
2. Rates shall be adjusted to reflect the Company's actual escalation estimated at 3% to 5% annually on August 1<sup>st</sup>.