

## **PROFESSIONAL SERVICES**

- 36. Approve First Amendment for PS-5155-04/AJR – CEI Services for East Lake Mary Blvd., Segment IIB, with URS Construction Services, Inc., of Orlando (\$120,325.58).**

PS-5155-04/AJR provided various professional services related to construction and engineering inspections for the construction of East Lake Mary Blvd., Segment IIB.

This First Amendment will provide for an additional ten (10) weeks of CEI services in conjunction with the time extension granted to the associated construction project. The additional work will require an increase in the Not to Exceed amount of \$120,325.58, for a total contract amount of \$1,709,049.00.

Funds are available in account 077515.560670 CIP 10701. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the Chairman to execute an Agreement as prepared by the County Attorney's office.

**FIRST AMENDMENT TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
AGREEMENT (PS-5155-04/AJR)  
EAST LAKE MARY BOULEVARD--SEGMENT IIB**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is to that certain Agreement made and entered into on the 5<sup>th</sup> day of August, 2004, between **URS CONSTRUCTION SERVICES**, whose address is 1717 S. Rio Grand Avenue, Orlando, Florida 32705, 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 August 5, 2004 for construction engineering and inspection services regarding East Lake Mary Boulevard-Segment IIB; 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 19 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 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 ONE MILLION SEVEN HUNDRED NINE THOUSAND FORTY-NINE AND NO/100 DOLLARS (\$1,709,049.00). 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. Compensation shall be paid to the CONSULTANT at the rates as shown on Exhibit "B", attached hereto.

(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 amounts due based on the 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 the approved amount.

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.

URS CONSTRUCTION SERVICES

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
10/23/06  
PS-5155 1AM