

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment #1 to PS-5147-03/AJP - Engineering Services Agreement - State Road 434 (Montgomery Road to I-4)

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Steve Howard

**CONTACT:** Bill Johnson

**EXT:** 7128

**MOTION/RECOMMENDATION:**

Approve Amendment #1 to PS-5147-03/AJP with Inwood Consulting Engineers, Oviedo, Florida to increase the Not-To-Exceed Amount to \$1,350,000.00 over the term of the agreement, and authorize a rate increase as identified in the revised Exhibit C included in the amendment.

County-wide

Ray Hooper

**BACKGROUND:**

PS-5147-03/AJP provides various professional services related to Design & Environmental Permitting, and Post Design Services for State Road 434 from Montgomery Road to I-4.

The original agreement provided for a term of eight (8) years with a Not To Exceed Amount of \$1,200,000.00 over the term of the Agreement. Amendment #1 would provide for post design services during the Right-Of-Way acquisition and construction phases of this project. This amendment would allow for an increase of \$150,000.00, for a revised Not-To-Exceed Amount of \$1,350,000.00 over the term of the Agreement.

The following is the summary of the revised Not-To-Exceed Amount over the total term of the Agreement:

Original Not-To-Exceed Amount	\$1,200,000.00
Amendment #1	\$ 150,000.00
Revised Not-To-Exceed Amount	\$1,350,000.00

Inwood Consulting Engineers has also requested a rate increase for this Agreement (see revised Exhibit C included in the amendment), and has held their rates since the execution of the Agreement on February 5, 2004. Staff has reviewed the rate increase, has found the request to be within the prescribed range and has determined the request to be acceptable. Work will be ordered by Work Orders as required and funded within approved budget amounts.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Amendment #1 to PS-5147-03/AJP with Inwood Consulting Engineers, Oviedo, Florida to increase the Not-To-Exceed Amount to \$1,350,000.00 over the term of the agreement, and authorize a rate increase as identified in the revised Exhibit C included in the amendment.

**ATTACHMENTS:**

1. PS-5147-03\_AJP 1st Amendment Backup

<b>Additionally Reviewed By:</b> <input checked="" type="checkbox"/> County Attorney Review ( Ann Colby )
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**FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT  
STATE ROAD 434 (MONTGOMERY ROAD TO I-4)  
(PS-5147-03/AJP)**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on February 4, 2004, between **INWOOD CONSULTING ENGINEERS, INC.**, whose address is 870 Clark Street, Oviedo, Florida 32765, 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**, CONSULTANT and COUNTY entered into the above-referenced Agreement on February 4, 2004, for engineering services; 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.**

(a) COUNTY agrees to compensate 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, CONSULTANT shall be compensated in accordance with the rate scheduled attached hereto 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 compensation payable to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,350,000.00).

(b) CONSULTANT shall execute the Truth-in-Negotiation Certificate attached to this Agreement as Exhibit "D". Said Certificate certifies that wage rates and other factual unit costs supporting the determination of CONSULTANT's compensation are accurately complete and current at the time of execution of this Agreement. CONSULTANT's compensation, pursuant to this Agreement and any additions thereto, will be adjusted to exclude any significant sums by which COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustments shall be made within one(1) year following the termination of the contract.

2. Exhibit "C" of the Agreement is amended by the addition of services as indicated in Exhibit "C," attached hereto.

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:

INWOOD CONSULTING ENGINEERS, INC.

\_\_\_\_\_  
ANDY DEWITT, P.E.

Secretary

(CORPORATE SEAL)

By:\_\_\_\_\_

ALEX B. HULL  
President

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

AEC:jjr  
07/02/07  
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EXHIBIT C



**FEE SCHEDULE FOR INWOOD CONSULTING ENGINEERS, INC.**

PS-5147-03/AJP  
POST DESIGN SERVICES FOR SR 434  
From Montgomery Road to I-4

CATEGORY	CONTRACT RATE	MULTIPLIER	FINAL HOURLY RATE
Project Manager	\$52.15	2.90	\$151.24
Senior Engineer	\$49.00	2.90	\$142.10
Project Engineer	\$33.75	2.90	\$97.88
Designer	\$26.00	2.90	\$75.40
Admin / Clerical	\$15.50	2.90	\$44.95

**Multiplier Calculation**

Direct Raw Labor: 100.00%  
Audited Overhead (General + Fringe): 161.24%  
Subtotal Labor and Overhead: 261.24%

Profit @ 12% of 261.24%: 31.35%  
TOTAL: 292.59%

**Capped per Seminole County: 290.00%**

This is to certify that the above contract rates will be utilized on this contract.

Andrew D. DeWitt, Vice President

3-29-07  
Date

EXHIBIT C



WAGE RATES FOR INWOOD CONSULTING ENGINEERS, INC.

PS-5147-03/AJP  
 POST DESIGN SERVICES FOR SR 434  
 Montgomery Road to I-4

Job Classification	Personnel	2007 Salary	Percent to be Utilized	Factored Rate	Contract Rate
Project Manager	Derek Dean	\$51.00	90.00%	\$45.90	\$52.15
	Andy DeWitt	\$62.50	10.00%	\$6.25	
Senior Engineer	David Coleman	\$62.00	35.00%	\$21.70	\$49.00
	Janet Middleton	\$42.00	65.00%	\$27.30	
Project Engineer	Kate Spiess	\$35.00	50.00%	\$17.50	\$33.75
	Heather Johnstone	\$32.50	50.00%	\$16.25	
Designer	Grant Panaccione	\$23.50	50.00%	\$11.75	\$26.00
	Mike Swanson	\$28.50	50.00%	\$14.25	
Admin / Clerical	Jennifer Eggers	\$14.00	50.00%	\$7.00	\$15.50
	Mandy Rankin	\$17.00	50.00%	\$8.50	

I certify that the above information is current and accurate as of the date shown below.

Print Name: Andrew D. DeWitt, Vice President

Signature: *Andrew D. DeWitt*

Date: 3-29-07

# EXHIBIT D

## Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-5147-03/AJP Amendment #1\* are accurate, complete, and current as of 7/9/07 (Date)\*\*. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm Inwood Consulting Engineers, Inc.

Signature Alex B. Hall

Name Alex B. Hall

Title President

Date of execution\*\*\* 7/9/07

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

\*\* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

\*\*\* Insert the day, month, and year of signing.

(End of certificate)