

MISCELLANEOUS CONTRACTS

16. Approve Amendment #5 to M-56-98/BJC – Utility Relocations for SR 434 Phase II to Rockett & Associates of Orlando (\$34,899.00).

M-56-98/BJC provides for a continuation of the design of the SR 434-Phase II relocation of the County's utilities for the Florida Department of Transportation (FDOT) road-widening project.

The construction of the County's water, sewer and reclaimed utilities are being performed by the FDOT construction contractor through a "joint project agreement" with the Florida Department of Transportation. The county has no contractual relationship with the FDOT construction contractor performing the work. Rockett and Associates (fka Blount Sikes and Assoc.) is the County's engineer of record for the design and for performing CEI services covering the County's Utility Relocations.

As is typical with roadway projects, the time period between starting design and finishing construction can be several years. This project started construction in June 2002, and final design was performed in 1998 after FDOT had changed the alignment of the roadway. The agreement with FDOT was approved by the BCC in June 2001 after which time the 100 percent level plans and specifications were finished prior to FDOT bidding the project. This project has been complex with multiple underground utilities including Seminole County and City of Oviedo, along with telephone, power and fiber optic, vying for limited right of way space along with roadway drainage infrastructure in multiple maintenance of traffic phased construction. The construction of the project is substantially complete with punch list items, preparing final certified as-built plans and outstanding construction related issues remaining to be resolved. The County's remaining issues necessitate a continuance of service by the Engineer of record, Rockett and Associates through FDOT's final closeout.

Amendment #5 will extend the term to coincide with FDOT final acceptance and close-out of this project and increase the not to exceed amount. The following is a summary of the cost of the contract:

Original Contract Sum	\$122,552.59
Amendment #1-4	337,068.22
Add Amendment #5	<u>34,899.00</u>
Revised Contract Sum	\$494,519.81

Funds are available in account number 087801-56065000 (Water and Sewer, Construction in Progress) CIP#DF885241X. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board authorize the County Manager to execute the amendment as prepared by the County Attorney's Office.

**FIFTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT (M-56-98/BJC)
UTILITY RELOCATION FOR S.R. 434 - PHASE II**

THIS FIFTH AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 5th day of May, 1998, as amended on July 26, 2000, November 14, 2002, June 11, 2003, and on March 15, 2004, between **ROCKETT & ASSOCIATES**, formerly known as **BLOUNT, SIKES & ASSOCIATES**, whose address is 1199 North Orange Avenue, Orlando, Florida 32804, hereinafter referred to as "ENGINEER," 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 ENGINEER and COUNTY entered into the above-referenced Agreement on May 5, 1998, as amended on July 26, 2000, November 14, 2002, June 11, 2003, and on March 15, 2004, for engineering services utility relocation on S.R. 434, Phase II; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the amount of compensation therefore; and

WHEREAS, Section 20 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. The Scope of Services attached to the Agreement is increased to provide for the additional services provided in the attached Exhibit "A," which is incorporated by this reference.

2. The COUNTY agrees to compensate ENGINEER the fixed fee sum of THIRTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$34,899.00) for the increased Scope of Services. The total fixed fee compensation through this Fifth Amendment is the fixed sum of FOUR HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED NINETEEN AND 81/100 DOLLARS (\$494,519.81). In no event shall ENGINEER be paid more than the fixed fee sum stated above.

3. The term of this Agreement shall be extended until the Florida Department of Transportation has officially closed out the S.R. 434, Phase II Project.

4. Except as herein modified, all terms and conditions of the Agreement dated May 5, 1998, as amended on July 26, 2000, November 14, 2002, June 11, 2003, and on March 15, 2004 shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

5. The County Manager is hereby authorized to execute this Amendment on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

ROCKETT & ASSOCIATES f/k/a
BLOUNT, SIKES & ASSOCIATES

LOWRY E. ROCKETT , Secretary
(CORPORATE SEAL)

By: _____
JIM HUCKEBA, President
Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/15/05
5am-m-56

Attachment:
Exhibit "A" - Scope of Services

EXHIBIT A

UTILITY RELOCATION FOR S.R. 434 PHASE II

SCOPE OF SERVICES

The services set forth herein are required to complete the inspections on the punch list items and to finalize the record drawing and other project closeout documents. In addition, services are required to assist the County in responding to notifications of contractor cost overruns as related to work changes and alleged delays.

TASK 1 – CONSTRUCTION PHASE SERVICES FOR PROJECT CLOSEOUT

- 1.1 Conduct completion inspections for punch lists items.
- 1.2 Review of contractors final as-builts drawings and project material totals. Integration of Contractor's as-built information into a final deliverable to the jurisdictional agencies and Seminole County.
- 1.3 Assist Seminole County in responding to FDOT and their roadway contractor (Southland Construction) on alleged cost overruns, construction delays, and Work Orders. Included in these services is attendance at meetings with Seminole County, FDOT, and the Contractor to discuss the validity and value of these items and, as necessary, prepare detailed responses for the County to utilize in negotiations and/or defense against claims.

COMPENSATION

BASIS: The Compensation to the Engineer for performing the described services shall be actual hours expended times the hourly rates set forth below with a Not-to-Exceed Amount.

TASK 1 – CONSTRUCTION PHASE SERVICES FOR PROJECT CLOSEOUT

METHOD: Fixed Fee Not-to-Exceed Amount

AMOUNT: Thirty Four Thousand Eight Hundred Ninety-nine Dollars (\$34,899.00)

MANHOUR AND COST SUMMARY

Principal/Sr. Project Manager	40.0 HRS	X \$165.00/HR	\$6,600.00
Project Manager	140.0 HRS	X \$132.70/HR	\$18,578.00
Construction Observer	80.0 HRS	X \$ 80.00/HR	\$ 6,400.00
CAD Technician	24.0 HRS	X \$ 54.00/HR	\$ 1,296.00
Clerical/Administrative	40.0 HRS	X \$ 42.00/HR	\$ 1,680.00
SUBTOTAL LABOR COST			\$34,554.00
REIMBURSABLE EXPENSE (EST @ 1%)			\$ 345.00
TOTAL			\$34,899.00

NOTE:

The hours and costs are estimated and it is expressly understood that invoiced amounts shall be the actual number of hours spent times the rates set forth above with a Not-to-Exceed amount of \$34,899.00