

MISCELLANEOUS CONTRACTS

- 36. Approve Amendment #3, to M-374A-04/TLR – Boat Ramp Construction at C.S. Lee and Mullet Lake with Randall G. Tedder Construction, Ocala (\$42,683.40).**

M-374A-04/TLR Sole Source procurement provides for all labor, materials, equipment, coordination, and incidentals necessary to install floating turbidity screens around entire work area, installation of two boat ramps at C.S. Lee and one Pre-Stress Tedder Boat Ramp System at Mullet Lake Park. Amendment #3 will allow for added expenses for additional excavation, removal and disposal of soils as required by the County. The following is a summary of the cost of this contract:

Original Contract Sum	\$170,000.00
Amendments 1 & 2	14,204.92
Add Amendment #3	<u>42,683.40</u>
Revised Sum	\$226,888.32

Funds will be available in conjunction with a BAR in account number 043804.560630. Library and Leisure Services Department/Parks and Recreation Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the Purchasing and Contracts Manager to execute the amendment as prepared by the County Attorney's Office.

THIRD AMENDMENT TO BOAT RAMP CONSTRUCTION AGREEMENT (M-374A-04/TLR)
C.S. LEE AND MULLET LAKE

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 21st day of May, 2004, as amended on July 16, 2004 and on September 28, 2005, between **RANDALL G. TEDDER CONSTRUCTION**, whose mailing address is P.O. Box 1461, Ocala, Florida 34478, hereinafter referred to as "CONTRACTOR," 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 CONTRACTOR and COUNTY entered into the above-referenced Agreement on May 21, 2004, as amended on July 16, 2004 and on September 28, 2005, for boat ramp construction; 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 18 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 amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND 32/100 DOLLARS (\$226,888.32). CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be

paid more than the negotiated fee stated above.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

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

Myra L. Tedder
Witness MYRA L. TEDDER
Print Name
Emmett M. DADISON
Witness
Print Name

RANDALL G. TEDDER CONSTRUCTION
By: Randall G. Tedder
RANDALL G. TEDDER, President
Date: 5/22/06

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk

5/16/06

m-374A 3am

Attachment:

Exhibit "A" - Scope of Services

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Date: _____

As authorized by Section 330.3,
Seminole County Administrative
Code.



Randall G. Tedder Construction, Inc.

EXHIBIT A

General Contracting • Marine Contracting

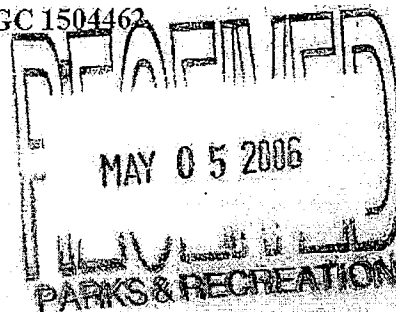
License No. RG0039542

Authorized Agent for
Tedder Boat Ramp
Systems®

Office 352/245-8559
Fax 352/245-8559
Press Start

License No. CGC 1504462

Statev
1-888-245



**TO: JOE GASPARINI
SEMINOLE COUNTY PARKS & RECREATION**

FROM: RANDALL G. TEDDER CONSTRUCTION, INC.

VIA: FACSIMILE

DATE: APRIL 28, 2006

**RE: REQUEST FOR 3RD AMENDMENT TO CONTRACT
MULLET LAKE BOAT RAMP PROJECT**

Please process a third amendment to the existing contract for CS Lee and Mullet Lake boat ramp improvement projects in the amount of \$42,683.40. This request represents the additional excavation, removal and disposal of soils from the above referenced location as requested by Seminole County.

The requested amount added to the amount of the contract that remains unpaid and in the account will enable Seminole County to pay Randall G. Tedder Construction, Inc. in full for all monies owed for work that has been completed to date on the Mullet Lake project.

This amendment would increase the total amount of the contract to \$226,888.32 for both Mullet Lake and CS Lee boat ramp installations which the contract covered.

Thank you for your kind assistance in this matter.

Randall G. Tedder, President
License No. CGC 1504462

Licensed • Insured

Post Office Box 1461 • Ocala, Florida 34478

"Have It Built Better By Tedder"