

17. Approve Amendment #3 to PS-525-98/BJC – Construction Engineering and Inspection Services for Markham Woods Road/Douglas Avenue Road Project, with Keith and Schnars, P.A., Rockledge (\$46,983.50).

PS-525-98/BJC provides for the construction engineering and inspection (CEI) services for the Markham Woods Road/Douglas Avenue Road project which include the necessary services to determine that the project is constructed to reasonable conformity with the plans, specifications and contract provisions.

Due to additional changes in the Contractor's construction schedule, the CEI services must be extended concurrent with construction to provide for continuous services. Liquidated damages of approximately \$4,800.00 per day have been assessed from the roadway Contractor to offset the cost of this amendment and for failure to complete work on time. A Certificate of Substantial Completion was issued on September 6, 2002, however Final Completion has not been reached. Amendment #3 will provide for additional funds which involve time extension to the CEI firm to include extended time needed by the Contractor. The following is a summary of the cost of this contract:

Original Contract Sum	\$349,963.00
Amendment #1 and #2	185,971.94
Add Amendment #3	<u>46,983.50</u>
Revised Work Order Sum	\$582,918.44

Funds are available in account numbers 077519-56067000 (Altamonte Springs, Roads) CIP #CITYALT2 and 077515-56067000 (Engineering, Roads) CIP #DE56172Z. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment as prepared by the County Attorney's Office.

**THIRD AMENDMENT TO CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES AGREEMENT
(PS-525-98/BJC)
MARKHAM WOODS ROAD/DOUGLAS AVENUE PROJECT**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 23rd day of August, 2000, between **KEITH AND SCHNARS, P.A.**, whose address is 385 Center Pointe Circle, Suite 1303, Altamonte Springs, Florida 32701, 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 23, 2000, as amended on April 24, 2002, and on August 19, 2002 for construction engineering and inspection services for the Markham Woods Road/Douglas Avenue 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 FIVE HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED NINETEEN AND NO/100 DOLLARS (\$582,919.00).

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.

KEITH AND SCHNARS, P.A.

Witness

By: _____
TANZER H. KALAYCI, P.E.

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

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
10/18/02
3am-ps-525