

20. **Approve Amendment #4 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 (\$72,793.72).**

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

Additional CEI services are required to close out the project. The construction contractor no longer exists as a construction company and the construction is being handled by the construction contractor's bonding company. Following the final completion of the project, latent defects have been discovered and this amendment will extend Keith and Schnars' CEI services to allow for said defects to be quantified and for corrective action determined and implemented prior to final acceptance of the project by the County.

Amendment #4 will provide additional funds for the close out of the project. Engineering will pursue the reimbursement of these additional CEI costs from the remaining roadway contractor's money currently being held by the County. The following is a summary of the cost of this contract:

Original Contract Sum	\$349,963.00
Amendments #1, #2 & #3	232,955.44
Add Amendment #4	<u>72,793.72</u>
Revised Work Order Sum	\$655,712.16

Funds are available in account numbers 077515-56067000 (Engineering, Roads) CIP #DE56172Z. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute Amendment #4.

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

THIS FOURTH 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, August 19, 2002, and on November 14, 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 increase the CONSULTANT'S compensation by the sum of SEVENTY-TWO THOUSAND SEVEN HUNDRED NINETY-THREE AND 72/100 DOLLARS (\$72,793.72), increasing the not-to-exceed amount to SIX HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED TWELVE AND 16/100 DOLLARS (\$655,712.16), and to increase the Scope of Services; 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 SIX HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED TWELVE AND 16/100 DOLLARS (\$655,712.16).

2. The Scope of Services is hereby amended by the addition of services and rates as shown on Exhibit "A," attached.

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.

KEITH AND SCHNARS, P.A.

Witness

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

Witness

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
10/22/02 10/29/03
4am-ps-525

"Exhibit A"

Keith and Schnars, P. A.
Engineers - Planners - Surveyors

8/25/03

Stephen C. Krug, P.E.
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida, 32773

RE: Markham Woods Road Three Lane Section

Subject, Construction Warranty Issues, Drainage System Failure

Steve,

Several weeks ago I received a call from Debbie Weage, Property Manager for Springs Landing Homeowners Association. She informed me that water and sand were bubbling out of the ground in the vicinity of Springs Landing Blvd. and Markham Woods Rd. A site visit was conducted and failure is part of the ex-filtration system for the above referenced project.

Several areas of the drainage system were showing signs of failure months ago. However with the water and sand now bubbling out of the ground the impact of inadequate construction is now critical. It needs to be fixed.

The defects noted are latent defects and were not noticeable during the punch list. The locations of these failures are at structure # 105, 106, having small voids forming and at S-206 where water is bubbling out of the ground. Further investigation is required and some excavation may be needed to isolate the root cause of the failures.

We will keep you informed on this issue and if I can be of further assistance please give me a call at 321-288-0318.

Sincerely,



Pete Petyk, P.E.
Sr. Project Engineer

Keith and Schnars, P. A.
Engineers - Planners - Surveyors

8/25/03

Stephen C. Krug, P.E.
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida, 32773

RE: Markham Woods Road Three Lane Section

Subject, Contract Extension

Steve,

Over the last year Ryan has requested changes to the pay requests, meetings, information and formal correspondence involving closeout matters. The unexpected requests and duplication of work have slowly eroded the contract hours available for project close out.

Now with failure of the ex-filtration system at Springs Landing Blvd and small corrections required at two other drainage structures the funds available are running out. Additionally the project is still open.

With the amount of work still outstanding I would like to request a contract extension in order to have funds available to complete our scope of services.

Sincerely,



Pete Petyk, P.E.
Sr. Project Engineer

Seminole County

17-Sep-03

Keith and Schnars, P.A.
 Summary of Estimated Costs
 Construction and Engineering Inspection Services

Amendment #4	
Contract No.: PS-525-00/BJC	Total Amount
Markham Woods Road / Douglas Avenue	
Salary Related Costs (Lump Sum Amount)	\$70,168.72
Vehicles (Lump Sum Amount)	\$2,625.00
Survey (Limiting Amount)	\$0.00
Other Services (Lump Sum Amount)	\$0.00
Subtotal	\$72,793.72
Maximum Limiting Amount Amendment #1	\$72,793.72

Seminole County

17-Sep-03

Keith and Schnars, P.A.
 Summary of Estimated Costs
 Construction and Engineering Inspection Services

Amendment #4

Contract No.: PS-525-00/BJC
 Markham Woods Road / Douglas Avenue

Employee Classification	2003			2004			Salary Costs
	Reg. Time Manhours	Avg Hourly Rate	2003	Reg. Time Manhours	Avg Hourly Rate	2004	
Project Engineer	371.25	\$91.29	\$33,891.41				\$33,891.41
Senior Inspector	495	\$62.36	\$30,868.20				\$30,868.20
Inspector	0	\$51.18	\$0.00				\$0.00
Secretary / RCO	123.75	\$43.71	\$5,409.11				\$5,409.11
			\$70,168.72			\$0.00	\$70,168.72

a1. Expenses: Vehicle Costs	\$2,625.00
e. Estimated Survey	\$0.00
f. Geotechnical Services	\$0.00
g. Other Services: Materials Testing	\$0.00
i. Overtime Limiting Amount	\$0.00
Total Compensation:	\$72,793.72

Seminole County

17-Sep-03

Keith and Schnars, P.A.
 Summary of Estimated Costs
 Construction and Engineering Inspection Services

Amendment #4

Contract No.: PS-525-00/BJC
 Markham Woods Road / Douglas Avenue

Position	2003											Total Months	Total Hours
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Engineer									0.75	0.75	0.75	2.25	371.25
Senior Inspector									1.00	1.00	1.00	3.00	495
Inspector									0.00	0.00	0.00	0.00	0
Secretary / RCO									0.25	0.25	0.25	0.75	123.75
												6.00	990.00

Seminole County

17-Sep-03

Keith and Schnars, P.A.
Summary of Estimated Costs
Construction and Engineering Inspection Services

Amendment #4

Contract No.: PS-525-00/BJC
Markham Woods Road / Douglas Avenue

Expense Item Summary	Qty	Unit Price	Total
1 Project Engineer Vehicle 2.25 Months	2.25	\$500.00	\$1,125.00
2 Senior Inspector Vehicle 3 Months	3.00	\$500.00	\$1,500.00
3 Inspector Vehicle 0 Months	0.00	\$500.00	\$0.00

Total: \$2,625.00