

20. Approve Amendment #2 to DB-605-00/BJC – Design Build for the Seminole County Juvenile Justice Center, with The Collage Company/Scott Partnership, Lake Mary (\$174,050.00).

DB-605-00/BJC provides for design-build services for the expansion of Seminole County Juvenile Justice Center, Sanford. Amendment #2 will provide for the incorporation of various site and civil improvements for the construction phase of the project. These improvements were not part of the original scope of services due to the fact that they were not finalized at the time of estimating the cost. The following is a summary of the cost of the contract:

Phase I of the project (design)	\$139,720.00
Phase II of the project (amend #1)	\$3,440,153.00
Add Amendment #2	<u>174,050.00</u>
Total Cost of the Contract	\$3,753,923.00

The construction phase is expected to be substantially completed on or before November 10, 2003.

This is a budgeted project and funds are available in account number 010572-56062000 (Juvenile Justice Center, Buildings) CIP #DN10161X. Administration Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment as approved and prepared by the County Attorney's Office.

SECOND AMENDMENT TO AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER
(DB-605-00/BJC)
JUVENILE JUSTICE CENTER

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 6th day of August, 2001, as amended on June 18, 2002, between THE COLLAGE COMPANIES/SCOTT PARTNERSHIP, whose address is 585 Technology Park, Suite 150, Lake Mary, Florida 32746, hereinafter referred to as "Design/Builder," 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 "Owner".

W I T N E S S E T H:

WHEREAS, the Design Builder and Owner entered into the above-referenced Agreement on August 6, 2001, as amended on June 18, 2002, for design/build of the Juvenile Justice Center in Seminole County; 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 11.8.1 of Part II 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 3.2 of Part II of the Agreement is amended by the addition of Section 3.2.16 to read:

3.2.16 This Change Order is for the settlement of the Sitework Allowance included in the Base contract for clearing and grubbing, earthwork, site utilities (including water, sewer, fire service, re-use irrigation, etc.) storm water and retention system, grading and paving,

curbs and sidewalks, stripping and site signage, landscape and irrigation, and card reader system.

No additional design fees are associated with this work. Execution of this Change Order represents final settlement for contract allowances and any and all other design and construction issues through the date of this Change Order.

2. Section 13.1.1 of Part II of the Agreement is amended to read:

13.1.1 For the Design/Builder's performance of the Work, as described in Paragraph 3.2 and including any other services listed in Article 14 as part of Basic Services the Owner shall pay the Design/Builder in current funds the Contract Sum as follows: Lump Sum in the amount of THREE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED THREE AND NO/100 DOLLARS (\$3,614,203.00).

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: THE COLLAGE COMPANIES/
SCOTT PARTNERSHIP

(CORPORATE SEAL)

By: _____
BRIAN A. WALSH, President

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
11/14/02
2am-db-605

Seminole County Juvenile Justice Center Expansion and Renovation

Scope of Work: Site Work (Three Pages):

August 20, 2002

Work to be completed to compliment the attached phasing drawings. Pedestrian, utility, traffic and drainage flows must be managed and maintained during the phases of the project. All work to furnish a complete working system to be in compliance to the Drawings and Specifications dated August 1, 2002 and attached as Exhibit A.
To include but not limited to:

Earthwork

Maintain access and parking areas through course of construction.
Fill Retention Pond
Excavate Retention Ponds
All sod, controls, and stabilization as required at pond banks
Clear and Grub
Asphalt and concrete paving removal
Strip and Stockpile topsoils
Building Pad
Silt Fence
Equipment Mobilization
Layout
Site Work and grading per plans.
Relocation and reworking of site wells as may be required.

Sanitary Sewer:

Maintain connection to existing building through course of construction.
Piping
Tie-in to existing building
Tie-in to new building
Tie-in to street utility connections
Clean-outs
All sewer structures, valves and pumps as may be required
Test
All work and scope for complete site sanitary system from existing utilities to 5' from building.



Storm System:

Maintain storm drainage system for parking areas and building during course of construction.

All Piping as required

All inlets and structures as required

All Testing as required

All coordination required to cross utility easement and any necessary alterations to existing underground utilities within the easement and elsewhere

All work and scope for a complete storm system to meet the plans, spec. and all agencies.

Clean out storm system at project completion and remove any soils and debris from storm system.

Water System:

Maintain connections to existing building during course of construction

Piping as required

Back flow preventers

Gate valves

All parts and fittings

Tie in to existing building and proposed building

All testing for pressure, water quality or other testing as may be required

All work and scope for a complete water system from the street utilities to 5' from the building.

Reclaimed Water System:

Piping as required

Back flow preventer

Gate valve

All parts and fittings

Tie in to existing and testing

All work and scope for a complete reclaimed water system.

Fire Main:

Modify Existing Fire Main as required

Add connections to within 5' of new building as required



Grading and Paving:

All grading and earthwork as required

Final grading to meet the requirements of landscape

All export and import of materials to accommodate phasing and completion of the planned improvements.

12" stabilized subgrade

8" base to meet plans and specification.

3/4" asphalt at early phasing for use during construction.

Preparation and detailing of parking areas prior to installation of final asphalt cap

3/4" asphalt at completion

Thicker asphalt in drive aisles, truck parking areas and other areas as may be required.

Coordination of existing utilities, fibre-optic lines, phone lines, misc. wires, manholes, and trunks as may be buried in the utility easement or other areas.

Alteration of existing drainage structures as may be required

Site Concrete:

All curb and gutter

All concrete bumpers

Dumpster pads

Utility protection pads & bollards

Side walks

Transformer pads & bollards

Sidewalks

Transformer Walls

Generator Pad and Walls

Site Lighting/Security:

Site Security Devices:

Card access gates and controllers for judges parking

Striping and Signage:

All striping to accommodate phasing plan.

All striping at final

All signage per plans and specs.

All Handicap Signs, street signs, utility signs and any misc plans as described in the plans

Landscaping and Irrigation (Show as add alternate)

All landscaping per plan

All irrigation per plan.



CHANGE ORDER ADDENDUM "A"

Project Name Seminole County Juvenile Justice Center

Project/Agreement No. DB-605-00/BC

Change Order No. 001 – REVISED

This Change Order is for the settlement of the Sitework Allowance included in the Base Contract for clearing and grubbing, earthwork, site utilities (including water, sewer, fire service, re-use irrigation, etc.), storm water and retention system, grading and paving, curbs and sidewalks, stripping and site signage, landscape and irrigation, and card reader system.

No additional design fees are associated with this work. Execution of this Change Order represents final settlement for contract allowances and any and all other design and construction issues thru the date of this Change Order.