

TASK ORDER NO. PO-005 FOR THE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BREVARD COUNTY PUBLIC WORKS DEPARTMENT
PINEDA CAUSEWAY GRADE SEPARATION OVERPASS

This Task Order No. PO-005, entered into by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and DRMP, Inc., a Florida Corporation, whose local address is 941 Lake Baldwin Lane, Orlando, FL 32814, hereinafter referred to as "Consultant" amending that certain agreement between the parties dated July 17, 2012.

W I T N E S S E T H:

WHEREAS, the County and Consultant entered into a contract dated July 17, 2012, to design a transportation project known as the Pineda Causeway Grade Separation Overpass ("Project"); and

WHEREAS, pursuant to Consultant's proposal and fees, dated April 8, 2020, for the additional post-design engineering and Construction Engineering Inspection services for this Project, as stated in Exhibit "A" hereto; and

WHEREAS, it is necessary to amend the contract, dated July 17, 2012, to provide for these additional services in the amount up to \$482,710.49 which will increase the compensation to be paid to the Consultant, a fee not to exceed \$1,389,672.14, for services rendered pursuant to Phase 4 - Construction Management as shown in Exhibit "A".

Now, therefore, in consideration of the premises and of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Amendment of Paragraph 5:

That paragraph 5, Compensation, of the contract dated July 17, 2012, is hereby amended as follows:

The professional services fee relating to Phase 4 – Construction Management, shall be increased by an additional \$482,710.49, as shown in attached Exhibit "A" subject to the limitations of paragraph 6 (B) of the original contract dated July 17, 2012. The total amount of compensation to be paid pursuant to Phase 4 – Construction Management is \$1,389,672.14.

2. By execution of this Task Order, the additional services described in Exhibit "A" are added to the original scope of service.

3. All other terms and conditions of the contract dated July 17, 2012, between the County and the Consultant are ratified, confirmed and incorporated by reference herein.

In witness whereof, the parties have hereunto set their hands and seals.

Attest:

Board of County Commissioners of
Brevard County, Florida

Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on: _____

Reviewed for legal form and content:

Assistant County Attorney

Attest:

DRMP, Inc.
A Florida Corporation

(Name and Title)

Wayne Chalifoux, P.E., Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Wayne Chalifoux to me known to be the Vice President of DRMP, Inc., who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Witness my hand and official seal, this _____ day of _____, 2020.

Notary Public
State of Florida
My commission expires:

DRMP, INC.941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836**PRINCIPALS**Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

April 8, 2020

DRMP Job # 12-0042.004Ms. Tammy Thomas-Wood
Public Works Support Service Manager
Finance & Contracts
Administrations Section
Brevard Co. Public Works Department
2725 Judge Fran Jameson Way
Room A-204
Viera, FL 32940-6605**Subject: Pineda Causeway Grade Separation Overpass
Construction Post Design and CEI Services**

Dear Ms. Thomas-Wood:

DRMP is respectfully requesting additional funds necessary to complete the Construction Post Design and CEI Services of the Pineda Causeway Grade Separation Overpass. DRMP acknowledges the contract time has been adjusted to November 12, 2020. This extension, along with potential future contract time adjustments, as granted by the County, requires these additional funds in order for DRMP to continue to provide its services thru this new construction end date. In addition, we have been asked to provide asphalt inspection services which were not part of the original scope. The details are as follows:

TASK 1: Contract Time Extension

DRMP's original contract scope and fee for the Post Design and CEI Services was based on 22 months of anticipated construction activities. This task is a request for additional funds related to a construction contract time extension to November 12, 2020 along with potential future contract time adjustments as granted by the County. This additional fee request is based on an anticipated average monthly invoice of \$42,789.00 and was calculated utilizing the past 3 months average as well as anticipated future work efforts.

TASK 1 Fee**\$375,710.49****TASK 2: CEI**

DRMP will provide Construction Engineering Inspection Services which will include the following additional services:

Task 2A: Asphalt Inspection

These inspection services include: monitor and inspect Milling/Paving operations, monitor and inspect Asphalt Plant Operations, complete all associated asphalt inspection reports, record the field and laboratory test results in the appropriate forms for all permanent structural and friction course asphalt pavement. This scope of work also includes performing asphalt inspection for all temporary pavement. The

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temporary pavement inspection consists of visual inspection including but not limited to temperature checks, cross slope measurements, depth measurements.

Task 2A Fee

\$102,000.00

Task 2B: Asphalt Cores

This includes randomly identifying core locations throughout the structural asphalt pavement. Asphalt cores will be tested in laboratory for density and asphalt content.

Task 2B Fee

\$5,000.00

Compensation Summary:

Task	Task Description	Fee
1.	Month Contract Extension	
	A. 13 Months of Additional Invoicing (beginning with April invoice for March work effort) at \$42,789.00 per month	\$556,257.00
	B. Less Remaining Funds in Contract as of February 26, 2020 (March Invoice)	<u>-\$180,546.51</u>
	C. Sub-Total	\$375,710.49
2A.	Asphalt Inspection	\$102,000.00
2B.	Asphalt Cores	\$5,000.00
	Total Limiting Amount Fee	\$482,710.49

We sincerely appreciate the opportunity to continue to provide these professional services and look forward to the successful completion of the Pineda Causeway. Should you need any additional information or have any questions, please do not hesitate to call.

Sincerely,
DRMP, Inc.

Wayne D. Chalifoux, PE
Vice President

CC: John Burkett
Ryan Pellarin
Rasha Al Obaydi