## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO:

**Authority Board Members** 

FROM:

Claude Miller

Director of Procurement

DATE:

August 25, 2015

RE:

Renewal of Contract No. 000817 with WBQ Design and Engineering, Inc., for

Miscellaneous Design Consultant Services (SSBE)

Board approval is requested for the second of two optional renewals of the referenced contract with WBQ Design and Engineering, Inc. (WBQ), for a one year period, beginning December 8, 2015, and ending on December 7, 2016, in the not-to-exceed amount of \$750,000.00. This renewal does not change the terms and conditions of the original contract executed in 2011 which was awarded to WBQ under the Authority's Small Sustainable Business Enterprise Program.

## Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000817

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10<sup>th</sup> day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and WBQ Design and Engineering, Inc., hereinafter called the "Consultant"

#### WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 11, 2011, with a Notice to Proceed date of December 8, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a second renewal of said Original Agreement beginning the 8<sup>th</sup> day of December, 2015 and ending the 7<sup>th</sup> day of December, 2016, at the cost of \$750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal of the Original Agreement ending December 7, 2015, the Consultant shall execute a 'Certificate of Completion of the First Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Original Agreement ending December 7, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

WBQ DESIGN AND ENGINEERING, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY: Director of Procurement
Print Name	
Title:	
Witness (1)	LEGAL APPROVAL:
Witness (2)	AS TO FORM General Counsel for the Authority

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# Central Florida Expressway Authority CONTRACT RENEWAL AGREEMENT CONTRACT NO. 000817

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14<sup>th</sup> day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and WBQ Design and Engineering, Inc., hereinafter called the "Consultant"

#### WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 11, 2011, with a Notice to Proceed date of December 8, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 8<sup>th</sup> day of December, 2014 and ending the 7<sup>th</sup> day of December, 2015, at the cost of \$750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending December 7, 2014, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending December 7, 2014.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

WBQ DESIGN AND ENGINEERING, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Director of Procurement

Authorized Signature

Print Name

Title:\_

Witness (2)

LEGAL APPROVAL

AS TO FORM

General Counsel for the Authority

RECEIVED

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