


WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

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M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Cheek, III, Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: May 24, 2016

**RE: Addendum to Agreement for Engineering Expert Witness Services for:
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206
S.R. 408 Widening, 408/417 Interchange Project 408-253f**

Approval of an Addendum to Agreement for Engineering Expert Witness Services by Donald W. McIntosh Associates, Inc. ("Engineer") to perform engineering expert witness services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (the "Wekiva Projects") is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Agreement For Engineering Expert Witness Services is attached for your review.

BACKGROUND/DESCRIPTION

On April 23, 2014, the Engineer entered into an agreement to provide pre-litigation and litigation engineering expert witness services for the Wekiva Projects and the 408/417 Interchange Project 408-253f (the "Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). The Engineer has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Engineer will reach the \$200,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$150,000.00. The increase is necessary to allow the Engineer to continue to provide pre-condemnation consultation services, engineering services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by the WHWW.

REQUESTED ACTION

This Addendum was approved by the Right of Way Committee on May 25, 2016. It is respectfully requested that the Board approve the terms of the Third Addendum to Agreement for Engineering Expert Witness Services and authorize execution of the Addendum.
Addendum Value: \$150,000.00.

ATTACHMENTS:

Third Addendum to Agreement for Engineering Expert Witness Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 and S.R. 408 Widening, 408/417 Interchange Project 408-253f

Reviewed by: _____

Joseph J. Lassiter

THIRD ADDENDUM TO AGREEMENT FOR ENGINEERING EXPERT WITNESS SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206 AND S.R. 408 WIDENING, 408/417 INTERCHANGE PROJECT 408-253F

THIS AGREEMENT is effective this ____ day of _____, 2016, by and between Winderweedle, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Donald W. McIntosh Associates, Inc. ("Engineer"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WHEREAS, the Engineer and Client have entered into an agreement for engineering expert witness services dated October 24, 2012 and a second addendum to the agreement for engineering expert witness services dated April 23, 2014; and

WHEREAS, pursuant to the terms set forth in the Second Addendum to Agreement for Engineering Expert Witness Services dated April 23, 2014, payments made to the Engineer shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

WHEREAS, the Engineer has notified the Client that the Engineer will reach the Two Hundred Thousand Dollars (\$200,000.00) upset limit; and

WHEREAS, the Client desires that the Engineer continue to furnish it with engineering expert witness services, and the Engineer represents that he or she is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Engineer, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 – Upset Limit is increased by One Hundred Thousand Dollars (\$150,000.00)

All payments made pursuant to this Third Addendum to the Agreement for Engineering Expert Witness Services dated October 24, 2012, shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00). It shall be the responsibility of the Engineer to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar (\$150,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Engineering Expert Witness Services dated October 24, 2012.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

**WINDERWEEDLE, HAINES, WARD
& WOODMAN, P.A.**

Witness Signature

By: _____
James Edward Cheek, III, Esquire
Legal Counsel to the Central Florida
Expressway Authority

Printed Name

Witness Signature

Printed Name

**DONALD W. MCINTOSH ASSOCIATES,
INC.**

Witness Signature

By: _____
Donald W. McIntosh, President

Printed Name

Witness Signature

Printed Name