26. Approve Amendment #1 to Work Order #58 under FC-1139-00/BJC – Public Works Minor Project Construction Cost less than $500,000.00, with CFE Corporation, Longwood ($76,806.14).

FC-1139-00/BJC provides for all labor, materials, equipment, coordination and incidentals necessary to furnish continuing construction services for Public Works minor projects with an estimated construction cost less than $500,000.00.

Work Order #58 was executed on March 17, 2003 for the Horselovers Lane erosion and sedimentation control project at an estimated cost of $494,916.49. Amendment #1 will provide for additional funds to include final quality corrections for gabion baskets, reno baskets, landscaping, erosion repairs and sod.

Original Work Order #58:	$494,916.49
Add Amendment #1:	$ 76,806.14
Revised Total:	$571,722.63

Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the request and authorize the County Manager to execute the amendment.

WORK ORDER AMENDMENT

Board of County Commissioners **Amendment Number:** 1
SEMINOLE COUNTY, FLORIDA **Work Order Number:** 58

Master Agreement No.: FC-1139-00/BJC Dated: February 6, 2001
Contract Title: Public Works Minor Construction Projects
Project Title: Seminole County Sheriff's Community Substation

Consultant: Central Florida Environmental, Corp.
Address: 740 Florida Central Pkwy., Suite 2032
Longwood, FL 32750

ATTACHMENTS TO THIS AMENDMENT:
[ ] drawings/plans/specifications
[X] scope of services
[ ] special conditions
[ ] _____

In consideration of the mutual understandings and agreements contained herein, the parties agree Work Order Number 58 dated March 17, 2003,is hereby amended as follows: The Contractor shall be compensated an additional Seventy Six Thousand Eight Hundred Six Dollars 14/100 ($76,806.14) to allow for final quantity corrections for gabion baskets, reno baskets, landscaping, erosion repairs and sod. This Work Order through this amendment shall not exceed the total sum of Five Hundred Seventy One Thousand Seven Hundred Twenty-Two Dollars 63/100 ($571,722.63). Except as herein modified, all terms and conditions of this Work Order shall remain in full force and effect for the term of this Work Order as originally set forth in said Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on this _____ day of _____, 2004, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

CENTRAL FLORIDA ENVIRONMENTAL CORP

ATTEST:

_____
, Secretary

By: _____
DAVID E. STALOWY, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Contracts Analyst, print name)

By: _____
J. Kevin Grace, County Manager

Date: _____

_____
(Contracts Analyst, print name)

As authorized for execution by the Board of County Commissioners at their _____, 2004 regular meeting.

WORK ORDER AMENDMENT

TERMS AND CONDITIONS

a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.

b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.

c) The Scope of Services attached to the cited Work Order is modified as provided in the attached Exhibit "A" which is incorporated by this reference.

d) The CONSULTANT shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.

e) It is expressly understood by the CONSULTANT that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.

f) The CONSULTANT shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT upon execution by the COUNTY.