

**16. Approve Amendment #1 to FC-1168-01/BJC – Markham Regional Water Treatment Plant, with Wharton Smith, Inc., Lake Monroe (Retainage Reduction).**

FC-1168-01/BJC provides for all labor materials, equipment, coordination and incidentals necessary for the construction of the new Markham Regional Water Treatment Plant, ground storage tank, high service pumps, chemical feed pumps emergency generators, electrical and control/instrumentation systems, yard piping and meters and off-site potable water transmission mains. Amendment #1 will allow for the payment of the retainage through Change Order #3 once the Contractor reaches Final Completion of those tasks. Change Order #4 which was approved on April 22, 2003 will continue to retain 10% on invoices for work authorized by the Change Order.

Environmental Services/Planning, Engineering, and Inspections 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.

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT (FC-1168-01/BJC)  
MARKHAM REGIONAL WATER TREATMENT PLANT**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 3<sup>rd</sup> day of December, 2001 between **WHARTON-SMITH, INC.**, whose address is 750 County Road 15, Lake Monroe, Florida 32747, hereinafter referred to as "CONTRACTOR," 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 "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on December 3, 2001 for construction of the Markham Regional Water Treatment Plant; 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 8 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 14.6.2 of the General Conditions attached to the Agreement is amended to read:

14.6.2 Payments will be made as follows:

(a) Payments made up ~~th~~rough Change Order #3 in an amount equal to one hundred percent (100%) of the Work completed.

(b) Payments made after Change Order #3 in an amount equal to ninety percent (90%) of the Work completed.

2. 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:

WHARTON-SMITH, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
GEORGE E. SMITH, President

(CORPORATE SEAL)

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  
4/18/03 4/25/03  
1am-fc-1168