

7. **Approve Amendment #1 to RFP-4127-01/BJC – Emergency Debris Management, with Grubbs Emergency Services, LLC of Brooksville, FL (Increase the Not-to-Exceed (NTE) amount of Contract by \$30,000,000.00).**

RFP-4127-01/BJC provides for emergency debris management and clean-up. As a result of Hurricane Charley, extensive contract use is expected. Therefore, on an emergency basis, the NTE amount needs to be raised by \$30, 000,000.00 to cover emergency requirements.

The following is the summary of the cost of the Contract:

Original Contract NTE Amount	\$ 5,000,000.00
Amendment #1	<u>\$30,000,000.00</u>
Revised Contract NTE Amount	\$35,000,000.00

Work will be ordered as required and funded within allotted budget amounts. Environmental Services Department/Solid Waste Division, Public Works Department/Roads-Stormwater Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the County Manager to sign for the Board.

FIRST AMENDMENT TO EMERGENCY MANAGEMENT AGREEMENT (RFP-4127-01/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 7th day of February, 2002, between **GRUBBS EMERGENCY SERVICES, INC.**, whose address is 1115 S. Main Street, Brooksville, Florida 34601, hereinafter referred to as the (Primary) "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 February 7, 2002 for emergency debris removal; 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 19 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 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate the Primary CONTRACTOR for RFP-4127-01/BJC for the services called for under this Agreement fees not to exceed the sum of THIRTY-FIVE MILLION AND NO/100 DOLLARS (\$35,000,000.00). CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated amount stated above. The CONTRACTOR shall be compensated at the rates as shown on Exhibit "B" Rate Schedule, attached hereto.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If COUNTY determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

2. The County Manager is hereby authorized to execute this Amendment on behalf of the COUNTY.

3. 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: GRUBBS EMERGENCY SERVICES, INC.

_____ By: _____
JOHN G. GRUBBS, President

(CORPORATE SEAL) Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
8/23/04
1am-rfp-4127